

	:	STATE OF NEW JERSEY
In The Matter Of Fact-Finding	:	
Between Ramapo Indian Hills	:	
Regional High School District	:	
Board Of Education	:	
	:	
And	:	Public Employment Relations
	:	Commission
	:	
	:	
Ramapo Indian Hills Education	:	Docket No. FF-2017-021
Association	:	
	:	Fact Finder: Joseph Licata
	:	

---

BRIEF IN SUPPORT OF THE FINAL OFFER ON BEHALF  
THE RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

---

FOGARTY & HARA, ESQS.  
21-00 Route 208 South  
Fair Lawn, NJ 07410  
Tel. No. (201) 791-3340  
Fax No. (201) 791-3432  
Attorneys for Ramapo  
Indian Hills Regional  
High School District  
Board of Education

Stephen R. Fogarty, Esq.  
Of Counsel and on the brief

## TABLE OF CONTENTS

BACKGROUND INFORMATION.....	1
BOARD'S FINAL PROPOSAL.....	4
ASSOCIATION'S FINAL PROPOSAL.....	8
BOARD'S FACT-FINDING ARGUMENTS.....	12
I.    The Board's longevity proposals are not only reasonable and comparable, but necessary, particularly with regard to its teaching staff members, in order to fund a more competitive and equitable teachers' salary guide, given that teachers' longevity begins after only four years of service; accounts for 3.1% of the base salary; and contributes to a cost of increment of 3.56%. .....	12
A.    When compared to comparable Bergen County School Districts, Ramapo Indian Hills is by far the school district that requires the least amount of service for longevity pay. ....	14
B.    For support staff members, the Board's longevity proposal is equitable and reasonable, while the Association's proposal is neither supported by the evidence presented nor comparable. ....	16
II.  The Board's salary proposals are equitable and reasonable given that the average percentage increase over the three year term of the Agreement exceeds Bergen County's average and, together with the Board's longevity restructuring proposal, will significantly increase teachers' salaries without devaluing the salary guide. ....	20
A.    When considering both comparable data and available financial resources, the Board's salary proposals are reasonable and equitable. ....	22
B.    The Board's proposed teachers' salary guides, which have been mutually developed and tentatively agreed upon by both parties, are reasonable and appropriate given that the guides	

## BACKGROUND INFORMATION

The Ramapo Indian Hills Regional High School District ("Ramapo Indian Hills" or "District") is a grade nine through twelve school district comprising of two high schools, Ramapo High School and Indian Hills High School. The District serves students from the Borough of Franklin Lakes, Borough of Oakland, and the Township of Wyckoff (collectively the "FLOW Districts").

The Ramapo Indian Hills High School Board of Education ("the Board") and the Ramapo Indian Hills Education Association ("Association") are parties to a collective negotiations agreement for the period beginning July 1, 2013 and ending June 30, 2016 ("CNA" or "Agreement"). (Ex. B3).<sup>1</sup> Negotiations for a successor Agreement commenced in November 2015. After five negotiations sessions, the Association filed for impasse on March 30, 2016.

Two unsuccessful mediation sessions were held on July 19, 2016, and October 13, 2016. The matter then proceeded to fact-finding. On February 7, 2017, the parties engaged in a lengthy fact-finding mediation session, but again, were unable to reach an agreement. Thereafter, the parties met on several more occasions without a mediator or fact-finder, including on September 12, 2017, wherein representatives from the New Jersey School Boards Association ("NJSBA") and the New Jersey Education Association

---

<sup>1</sup> Exhibits submitted at the fact-finding hearing by the Association are cited as "A" followed by the stamped page number (e.g., A1-1), and exhibits submitted by the Board are cited as "B" followed by the numbered tab (e.g., B1).

provide for more comparable and competitive salaries at the lower steps. ....	27
III. The Association's proposal to reduce the maximum employees' health insurance contribution percentage from 35% to 22% must be rejected as it is entirely unreasonable and unsupported by the data. ....	30
IV. The Board's remaining proposals, as compared to the Association's proposal, are comparable and reasonable, and therefore, should be recommended. ....	34
A. The Board's remaining proposals .....	34
B. The Association's remaining proposals are not sufficiently supported by the data presented, and therefore, do not merit recommendation .....	39
CONCLUSION.....	43

("NJEA") participated and assisted in mutually developing salary guides, which the parties tentatively agreed upon, along with a number of other proposals, including a restructured longevity guide. Unfortunately, the parties were unable to reach a formal final agreement. (Ex. B2). As a result, a fact-finding hearing was held on November 28, 2017, at which time the parties submitted their final proposals. However, the Association requested and was afforded an opportunity to revise its final proposal, which was submitted on December 15, 2017.

The Association represents 304.72 Full-Time Equivalent ("FTE") staff members, comprising of 220.40 FTE teachers; 11 FTE supplemental teachers; 19.70 FTE teaching assistants, 25.84 FTE administrative assistants; 3 FTE technology aides; 12 FTE custodians/maintenance/grounds staff members; and 12.78 FTE security aides. (Ex. B4). The total base year salaries for teachers, inclusive of longevity, is \$15,547,201, with a cost of increment of 3.56%. (Ex. B4). The total base year salaries for all staff members, inclusive of longevity, is \$19,034,017.26, with a cost of increment of 3.10%. (Ex. B4).

It is the Board's position that the crux of these negotiations center upon reducing the exorbitant cost of longevity, which historically the parties have acknowledged needs to be addressed, and redistributing the money saved from restructuring longevity to fund more competitive and equitable salaries. The Association's proposals center on reducing its staff members' health insurance

contribution percentage, which the Board had made abundantly clear from the onset that it would not agree to, as it would rather focus on offering a competitive salary increase for the staff members.

## BOARD'S FINAL PROPOSAL<sup>2</sup>

### **1. Salary**

The Board proposes the following salary increases inclusive of increment and longevity:

#### Teaching staff members

- 2016-2017 - 0%, no increment or longevity payment.
- 2017-2018 - 5%
- 2018-2019 - 3.88%
- The salary guide mutually developed by the parties at the September 12, 2017 meeting.<sup>3</sup>

#### Support staff members

- 2016-2017 - 2.78%
- 2017-2018 - 2.78%
- 2018-2019 - 2.78%

### **2. Longevity**

#### Teaching staff members

- Longevity shall be frozen in year one of the Agreement. There shall be no longevity payment issued. However, the staff members will receive a credit for service in year one of the Agreement.
- For those teaching staff members currently on Step A (tenure to 11 years of service) and Step B (12 to 15 years of service), they will remain on their respective Steps until reaching Longevity Tier 1 (in others words, an employee in Step A will never move into Step B).
- Steps A and B will be eliminated prospectively for all new hires and staff members not currently on either Step.

---

<sup>2</sup> Ex. B1.

<sup>3</sup> Ex. B2.

- The funds saved from this restructuring of longevity is redistributed back into the salary guide.

#### Support staff members

- Longevity shall be frozen in year one of the Agreement for all support staff members. There shall be no longevity payment issued. However, the staff members will receive a credit for service in year one of the Agreement.
- Support staff members currently receiving longevity only shall not move up into the next tier, and shall be eligible to receive an increase in longevity upon reaching the requisite number of years of service set forth in the top/final tier of their respective longevity chart.
- Likewise, all other support staff members not currently receiving longevity pay will not be eligible for longevity until accruing the requisite number of years of service as set forth in the top/final tier of their respective longevity chart.
- The funds saved from this restructuring of longevity is redistributed back into the salaries.

### **3. Article XV, Section F.2, page 43 - Teaching Hours and Teaching Load**

The Board proposes removing Article XV, Section F.2, which provides that teachers in certain stipend positions shall be released from supervisory assignments in lieu of instructional assignments.

### **4. Article XV, Section E.2, page 43 - Teaching Hours and Teaching Load**

The Board proposes removing Article XV, Section E.2, which provides that non-regular classroom teachers shall be provided with preparation time to the same extent as regular classroom teachers.

### **5. Article XXVI, Sections A.4-7, F, and G, pages 58-61, Professional Development and Educational Improvement**

The Board proposes to revise Article XXVI, to limit on-line third party credits for salary advancement purposes



to no more than six per year; increase tuition reimbursement from \$1,600 to \$2,400 per teacher, per year; increase the number of credits allowed for reimbursement from 6 to 12; clarify language regarding the maximum number of credits teachers can take per semester; and remove redundant, unnecessary, and outdated language from the Article.

**6. Article XXVIII, Section F, Supplemental Teachers, page 68, and Appendix B, page 127**

The Board proposes to remove Article XXVIII, Section F, and incorporate a new provision into Article XLVI, "Miscellaneous Provisions Governing All Members of the Unit," to provide that all staff members, rather than only supplemental teachers, may serve as coordinators of SATs or other tests administered to classified students at a rate of \$45 per student.

**7. Article VIII, Section B.3, Temporary Leaves of Absence, page 22**

The Board proposes to revise Article VIII, Section B.3, to allow employees to carry over unused personal days to a Compassionate Care Day bank to care for a spouse, child or parent. An employee will be allowed to accumulate up to three Compassionate Care Days in his/her bank.

**8. Article XI, Insurance Protection, page 30**

The Board proposes to revise Article XI to incorporate language that contributions shall be at the Tier 4 rate set forth in Chapter 78; remove any reference to a specific health benefits plan, but to indicate that any plan will mirror the School Employees' Health Benefits Plan; and to remove subsections which are neither relevant nor necessary.

**9. Appendix D, Section 4, Extra Compensation for Custodians, page 130**

The Board proposes to remove Appendix D, Section 4, In-Charge License stipend because this license is not necessary to operate the boilers in the District. The current staff member receiving the stipend will be grandfathered.

**10. Schedule B, Salary Guide Supplement, pages 117-120**

The Board proposes to add the Gay/Straight Alliance Club and Dance Club as new Group 4 Clubs and Activities, as requested by the Association.

## ASSOCIATION'S FINAL PROPOSAL<sup>4</sup>

### 1. Health Insurance, Article XI<sup>5</sup>

Employees' health insurance maximum contribution percentage capped at 22% beginning in year two of the Agreement.

### 2. Salary<sup>6</sup>

#### Teaching staff members

Increment movement for all three years of the Agreement, inclusive of longevity, with an additional \$500 at the top of the guide for each year, amounting to the following percentage increases:

2016-2017 - 3.71%

2017-2018 - 3.44%

2018-2019 - 3.51%

#### Support staff members

2016-2017 - 2.95%

2017-2018 - 2.95%

2018-2019 - 2.95%

### 3. Schedule B Salary Guide Supplement

Propose a percentage increase with the intention to provide for all units to move one step on their respective guide for each year of the Agreement and for no steps to be added to any of the guides.

---

<sup>4</sup> Ex. A4-4 to 4-12. Note that at the fact-finding hearing, the Association withdrew Association Proposals Nos. 7 and 25.

<sup>5</sup> Health insurance proposal included in Joseph Tondi's December 15, 2017 email to Fact-Finder, Joseph Licata.

<sup>6</sup> Salary proposal included in Joseph Tondi's December 15, 2017 email to Fact-Finder, Joseph Licata.

**4. Professional Development and Educational Improvement,  
Article XXVI**

Increase tuition reimbursement from \$1,600 to \$2,400 for each teacher, per year.

**5. Class Coverage, Article XXIII**

For each class covered as a substitute, volunteer and assigned teacher, increase the rate of pay from \$24 to \$44 per class covered.

**6. Schedule B Salary Guide Supplement**

Add the Gay/Straight Alliance Advisor (one at each school) to Group 4 Clubs and Activities; and RIH Dance Team Advisor to Group 5 Clubs and Activities.<sup>7</sup>

**8. Supplemental Teachers' Instructional Work Day, Article XXVIII**

The instructional work days shall be defined as .8, rather than .542 of the teacher's instructional work day.

**9-11. Longevity, Articles XXVIII, XXXI, and XXXVI**

- Restructure longevity tiers for administrative assistances, technical assistants, and instructional aides to reduce the number of years of service required to attain longevity, and increase longevity compensation in each restructured tier.
- Increase the longevity compensation in each tier for security aides.
- Supplemental teachers shall receive the same longevity compensation as teachers.

---

<sup>7</sup> At the fact-finding hearing, the Association withdrew its proposal to include Bird Watching Club Advisor and Anime Club Advisor, as well as its proposal to divide the District Debate Team into one team at each school with one advisor at each school.

**12. Extra compensation for Custodians, Maintenance, Grounds, and Security, Appendix D**

For employees holding an electrician, carpenter, plumber, or fertilizer license, they shall receive an additional \$600 per license, per school year.

**14. Technical Assistants - Stipend for Certification, Appendix D**

Technical assistants who attain certain certifications will be paid an additional sum per school year, per certification.

**16. Administrative Assistants' Calendar, Article XXXIII<sup>8</sup>**

Administrative Assistants employed for 10 months are to work the calendar of the teacher unit members plus three work days beyond the last day for teachers in June, not to exceed 193 days in total, and not to begin before September 1 or extend beyond June 30.

**17. Administrative Assistants Salary Grades, Schedule A-2**

All administrative assistants be moved up one salary grade and eliminate Salary Grade 1.

**18. Staff Development and Educational Improvement for Custodians, Maintenance, and Grounds employees, Article XLI**

With prior approval of the Superintendent of Schools, the Board agrees to pay 100% of the cost of tuition of job-related in service and professional development courses taken by custodial, maintenance, and grounds staff members.

**19. Instructional Aides' Work Schedule, Article XXIX**

Instructional aides' work day shall consist of a minimum 40 minute preparation period, exclusive of a 40 minute duty-free lunch period, rather than a 20 minute break period.

---

<sup>8</sup> The Board has tentatively agreed to this proposal.

**21. Uniforms - Custodians, Maintenance, Grounds, and Security, Appendix D<sup>9</sup>**

Clothing order must be in the Business Administrator's office by September 15, rather than September 30, for each year, and must be available within 60 calendar days.

**22. Title change for Technical Assistants<sup>10</sup>**

The term "Technical Assistant" shall be replaced with the term "Technical Support Specialist."

**23. Security Aides - Salary Schedule, Schedule A-8<sup>11</sup>**

Correct a typographical error in the 14<sup>th</sup> year tier of the longevity schedule, which should indicate an amount of \$1,550, rather than \$1,500.

**24. Employee Rights, Article IV**

Regarding complaints made about staff members, the provision is to be revised to include, in addition to complaints made to an administrator, complaints made to a supervisor; and in addition to complaints made by parents or students, complaints may be made by a community member or any other administrator or supervisor.

**26. Teaching Evaluation Reports, Article XX**

Revise the Article to include additional language establishing that a copy of any class visit or evaluation report shall be provided to the teaching staff member within five days of the visit, and that the Association has the right to negotiate the impact on terms and conditions of employment of any change to the current or development of a new evaluation model prior to the implementation of that model.

---

<sup>9</sup> The Board is willing to consider this proposal but must emphasize that the timeline for the delivery of the uniforms is not within its control once the order is placed. Rather the delivery will be dictated by the manufacturer and availability of the uniforms.

<sup>10</sup> This was formally agreed upon by the parties in Memorandum of Agreement No. 1. (Ex. B5).

<sup>11</sup> The Board has tentatively agreed to this proposal.

## BOARD'S FACT-FINDING ARGUMENTS

- I. The Board's longevity proposals are not only reasonable and comparable, but necessary, particularly with regard to its teaching staff members, in order to fund a more competitive and equitable teachers' salary guide, given that teachers' longevity begins after only four years of service; accounts for 3.1% of the base salary; and contributes to a cost of increment of 3.56%.

The Board's longevity proposals are not only reasonable and comparable, but necessary, to address the extraordinarily high cost of increment and the teachers' salaries at the lower step of the guide, which are neither comparable nor competitive. Remarkably, for teaching staff members, the parties' Agreement provides for longevity Step A, beginning with the year tenure is obtained, or otherwise put, after the completion of only four years of service. (Ex. B20). Thereafter, longevity pay increases in Step B with 12 years of service, and with Tiers 1 through 5, at 16 years of services, and continues for those staff members with a master's degree at 20, 24, and 30 years of service, respectively. (Ex. B20). Importantly, the Step B longevity amount of \$2,400 remains with a staff member through their tenure in the District, and is eventually added to the longevity payment a staff member receives per year upon reaching Tiers 1 through 5.<sup>12</sup> (Ex. B3).

The cost of longevity to the Board in 2015-2016 was \$485,755, accounting for 3.1% of the teachers' base salary. (Ex. B20). This

cost has a substantial impact on the overall cost of increment for teaching staff members, which is 3.56%. If this cost is not addressed, the cost will continue to rise to \$568,665, or 3.53% of the teachers' base salary in 2016-2017; \$648,770, or 3.9% of the teachers' base salary in 2017-2018; and \$737,930, or 4.3% of the base salary in 2018-2019. (Ex. B20). The projected cost of increment for teaching staff members in 2017-2018 and 2018-2019 is approximately 3.3% in each year. (Ex. B4).

For teaching staff members, the Board's proposal includes a freeze of longevity pay in year one, with staff members receiving a service credit for that year. (Ex. B20). This freeze, along with a freeze of increment in year one, is critical to funding a more competitive and equitable salary guide, as will be discussed in more detail below. Significantly, the Board's proposal also focuses on eliminating longevity Steps A and B prospectively, but grandfathering those employees who are on either Step A or Step B as of July 1, 2016. Steps A and B, combined, account for \$309,915, or 64% of the total cost of longevity in 2015-2016; \$333,065, or 59% of the total cost of longevity in 2016-2017; \$372,510, or 57% of the total cost of longevity in 2017-2018; and \$407,670, or 55%

---

<sup>12</sup> By way of example, Tier 1 MA longevity is \$5,000, and together with Step B longevity in the amount of \$2,400, a staff member at this level will receive a total longevity payment of \$7,400. (Ex. B3).



of the total cost of longevity in 2018-2019. (Ex. B20). Thus, it is clear that funding longevity is a significant expense and one that impacts the Board's ability to improve the salary guide. However, the Board must emphasize that it is in no way attempting to use the money saved from this restructuring of longevity for its own benefit. Rather, with the money that is saved, the Board has redistributed it back into the salary guide for the benefit of the members.

- A. When compared to comparable Bergen County School Districts, Ramapo Indian Hills is by far the school district that requires the least amount of service for longevity pay.**

Notably, of the comparable Bergen County school districts,<sup>13</sup> Ramapo Indian Hills is the only district to begin providing longevity after the completion of four years of service. (Ex. B20). For instance, in the FLOW Districts, the Franklin Lakes Public School District begins providing longevity to those employees with 15 years of service, in the Oakland Public School District, longevity pay begins at 19 years of service, and in the Wyckoff Public School District, longevity begins at 21 years of service.

---

<sup>13</sup> The data will be compared to the Bergen County FLOW Districts, whose districts feed into Ramapo Indian Hills; the Bergen County DFG "I" Districts, which is comprised of school districts with similar socio-economic factors as Ramapo Indian Hills; and the Bergen County Regional School Districts, which is comprised of a group of school districts that provide educational services to two or more municipalities.

(Ex. B21). The average years of service required to begin receiving longevity pay in the FLOW Districts is 14.75 years, which Ramapo Indian Hills falls well below by more than 10 years. (Ex. B21).

For the Bergen County Regional School Districts, the school district with the next least amount of years of service required to begin receiving longevity pay is the Northern Valley Regional High School District, with 14 years of service. (Ex. B23). The River Dell Regional School District begins providing longevity to those staff members with 15 years of service. (Ex. B23). The Pascack Valley Regional High School District begins providing longevity to those employees with 17 years of service, and the Northern Highlands Regional High School District does not even offer longevity pay to its staff members. (Ex. B23).

Similarly, among the Bergen County DFG "I" Districts, the school district with the next least amount of years of service required to begin receiving longevity pay is the Harrington Park School District, with 10 years of service. (Ex. B22). The average years of service required to begin receiving longevity pay in the Bergen County DFG "I" Districts is 16; again, well more than Ramapo Indian Hills' required four years of service. (Ex. B22). Additionally, among the Bergen County DFG "I" Districts, 10 school

districts have either eliminated longevity prospectively or do not offer longevity to their staff members. (Ex. B22).

Thus, as the data demonstrates, the Board's proposal to freeze and eliminate prospectively, Step A, which provides for longevity after four years of services, and Step B, which provides longevity at 12 years of service, is reasonable and comparable to the longevity structure of similar Bergen County school districts. More importantly, the savings can be utilized to improve the salary guide, which the parties have acknowledged needs improvement.

**B. For support staff members, the Board's longevity proposal is equitable and reasonable, while the Association's proposal is neither supported by the evidence presented nor comparable.**

The parties' Agreement provides for longevity for the Association's support staff members including, custodians/grounds/maintenance staff members; administrative assistants; technical assistants; instructional aides; supplemental teachers;<sup>14</sup> security aides; and bus drivers. (Ex. B24). The cost of longevity for support staff members in 2015-2016 was \$68,630, or 1.96% of support staff members' total base salary. The cost is expected to increase to \$74,892, or 2.13% of the support staff members' base salary in 2016-2017; \$80,905, or 2.28%

---

<sup>14</sup> The Board's proposal does not include a change to longevity for supplemental teachers because there are no longevity tiers.

of the support staff members' base salary in 2017-2018; and \$85,356.25, or 2.39% of the support staff members' base salary in 2018-2019.

Along with its proposal to freeze longevity pay in year one, with support staff members receiving service credit for that year, the Board proposes eliminating the lower tiers of longevity in each positioner's longevity structure. (Ex. B24). Thus, those support staff members who are currently on a lower tier of their respective longevity chart will remain on that tier until attaining the requisite years of service for the top tier, and those support staff members not currently receiving longevity will only be eligible to receive longevity pay upon reaching the top tier of their longevity chart. (Ex. B24).

Regarding the Association's longevity proposal for administrative assistants and technical assistants, the Association proposes reducing the requisite years of service for longevity and increasing longevity pay by an average of 75% in each restructured tier. (Ex. A4-7 to 4-8). For example, the Association is proposing to revise the current top tier in each of these positions' longevity structure, which is currently at \$1,800 for 15 years of service, to \$3,100 for 14 years of service. (Ex. A4-7 to A4-8). Similarly, for instructional aides, the Association

proposes reducing the requisite years of service for longevity pay, adding an additional tier, and increasing longevity pay in those restructured tiers by nearly four times the current longevity amounts. (Ex. A4-8). By way of example, the Association is proposing to reduce the top tier of longevity from 12 to 11 years and increase the longevity pay from \$900 to \$3,100. (Ex. A4-8). For security staff members, the Association proposes increasing longevity pay by two times the current longevity amount in each tier; and for supplement teachers who, with a BA receive \$875 per year and with an MA receive \$950 per year after reaching 11 years of service, the Association proposes that they follow the teachers' longevity structure. (Ex. A4-8 to 4-9).

The Association's proposal is not supported by the evidence presented, and as compared to similar districts, the Board's proposal is more equitable and reasonable. First, among the Bergen County DFG "I" Districts for which this information was available, Ramapo Indian Hills is one of the few, if not, only district to offer longevity pay to other support staff members in addition to custodians and administrative assistants, such as to technical assistants, aides, and security staff members. (Ex. B92). Indeed, the facts demonstrate that the trend among the Bergen County DFG "I" Districts is to eliminate longevity for support staff members.

(Exs. B26; B29; B92). For instance, 14 of the 25 Bergen County DFG "I" Districts have either eliminated longevity or do not provide longevity to custodial staff members, and 12 districts have either eliminated or do not offer longevity to administrative assistants. (Exs. B26, B29; B92).<sup>15</sup> Furthermore, Ramapo Indian Hills begins paying longevity to custodians with 8 years of service, and to administrative assistants with 5 years of service. (Ex. B3). In comparison to the similar Bergen County school districts, Ramapo Indian Hills falls below the average number of years of service required in those positions to begin receiving longevity pay. (Exs. B25 to B30). For example, on average, administrative assistants working in those Bergen County DFG "I" Districts that offer longevity, begin receiving longevity pay at 9 years of service, well more than Ramapo Indian Hill's required 5 years of service. (Ex. B29).

In sum, the data does not, under any circumstances, support the Association's proposal. To the contrary, the data establishes that the Board's current longevity structure is not comparable to other similar Bergen County school districts thereby resulting in

---

<sup>15</sup> Note that Exhibits B26 and B29 are revised to reflect that the Montvale Board of Education eliminated longevity for custodians and secretaries hired as of July 1, 2001, and the Oradell Board of Education eliminated longevity after ratification of its 2013-2016 collective negotiations agreement. As a result, in the Bergen County DFG "I" Districts, the average years of service to begin receiving longevity pay for custodians is 10, and for administrative assistants, is 9.

a significant expense for the Board, which is impacting the Board's ability to fund a competitive and equitable salary guide. Therefore, the Board's longevity proposal should be recommended.

**II. The Board's salary proposals are equitable and reasonable given that the average percentage increase over the three year term of the Agreement exceeds Bergen County's average and, together with the Board's longevity restructuring proposal, will significantly increase teachers' salaries without devaluing the salary guide.**

The Board's final salary offer to the Association is a three year contract with an increase, inclusive of increment and longevity, of 5% in the 2017-2018 school year, and 3.88% in the 2018-2019 school year for teaching staff members, and for support staff members, 2.78% in each year. (Ex. B1). Although the Board is not proposing a salary increase or increment movement in 2016-2017 for teaching staff members, the average percentage increase over the three year term of the Agreement is 2.96%. The overall cost of increment for teaching staff members, which as noted above is inclusive of longevity, is 3.56%; an unsustainable cost. (Ex. B4). Notwithstanding that this cost is unsustainable, the Association is proposing a salary increase for teaching staff members of 3.71% in the 2016-2017 school year; 3.44% in the 2017-2018 school year; and 3.51% in the 2018-2019 school year, a proposal well above Bergen County averages.

Another significant issue the Board intends to address are the salaries at the lower steps of the teachers' salary guides. The parties agree that these salaries are not competitive, leading to both recruitment and retention issues for Ramapo Indian Hills. For the 2015-2016 school year, Ramapo Indian Hills' minimum salaries fell below the Bergen County average minimum salaries, while its maximum salaries exceeded the Bergen County average, which only continued to increase when factoring in that staff members at Steps 16-20 receive a longevity payment in the range of \$6,700 to \$9,960. (Ex. B31). The pattern of non-competitive salaries at the lower steps and competitive salaries at the higher steps continued when compared to the salaries of the Bergen County DFG "I" Districts, the FLOW Districts, and the Bergen County Regional School Districts. (Exs. B31; B35-B45; B47-B55; B56-B57; B59-B60).

Thus, the Board's 5% and 3.88% salary increases in year two and three, respectively, together with a restructuring of longevity, will significantly increase salaries, including those salaries at the lower steps, without devaluing the salary guide. Due to the fact that these proposed salaries increases are well above the cost of increment, the Board is able to take the additional funds, including those funds saved on longevity, and



distribute them back into the guide. The Board's proposal is a necessary and reasonable step in the process of beginning to address and right these salary guide issues.

**A. When considering both comparable data and available financial resources, the Board's salary proposals are reasonable and equitable.**

Unlike the Association's proposal, the Board has offered a comprehensive settlement proposal that considers both comparable data and its financial resources. Notably, the staff members' salaries and health insurance account for approximately 47% of the Board's budget, which receives little to no funding from federal sources, and is almost entirely supported by the taxpayers of Franklin Lakes, Oakland, and Wyckoff, which have populations comprising of a large number of individuals over the age of 65. (Exs. B6 to B7; B13). Further, student enrollment has declined over the past four years, and while the Board's state aid has, on average, declined over the past three years, the additional money it received in the 2017-2018 school year was applied toward tax levy reductions. (Exs. B10; B18). The Association has also suggested that the Board could utilize banked cap to fund their proposals. However, their suggestion did not account for the fact that banked cap funds are paid for by increased taxes levied on

the residents of the FLOW Districts, who already support a majority of the Board's budget. (Ex. B19).

When comparing the Board's settlement proposal to Bergen County districts' teacher settlements, it is evident that the Board's proposal is reasonable and equitable. In fact, the Association attempted to aver that in recent years the settlements between the Board and the Association have been below average. However, this is simply not true. Rather, the data establishes, particularly since the 2011-2012 school year, that the settlements between the Board and the Association have been near or above average for each year, just as with the Board's current proposal. (Exs. A6-51; A6-53; B33). The Board's current overall settlement proposal is 8.88%, which as indicated, averages to 2.96% in each year. Based on the available information covering the 2016-2017 through 2018-2019 school years, the average percentage increase in teachers' salaries for Bergen County is 2.75% in the 2016-2017 school year and 2017-2018 school year, and 2.82% in the 2018-2019 school year, for a combined total of 8.32%. (Ex. B33). As such, the Board's proposal exceeds the Bergen County settlement averages for the 2016 through 2019 school year by .56%. (Ex. B33).

Moreover, in the Bergen County districts that offered comparable or lower average settlements, the associations in those

districts made significant concessions in exchange for the settlement. For example, the Closter Board of Education offered a settlement of 2.7% in 2016-2017 and 2.6% in 2017-2018 and 2018-2019, in exchange for adding an instructional day to the school calendar and increasing instructional time by 10 minutes. (Ex. B33). The Glen Rock Board of Education offered a settlement of 2.7% in 2016-2017 and 2.75% in 2017-2018, in exchange for reducing the number of personal days. (Ex. B33). The Ho-Ho-Kus Board of Education offered a settlement of 2.8% in 2016-2017 and 2017-2018, in exchange for increasing the school day by 10 minutes. (Ex. B33).

The Northern Highlands Regional High School District Board of Education offered a 3.05% increase in 2016-2017 and a 2.92% increase in 2017-2018 in exchange for reducing tuition reimbursement funds to address increment costs, and adding a professional development day. (Ex. B33). The Northern Valley Regional High School District Board of Education offered a 2.8% increase for 2016-2017 and 2017-2018 in exchange for an additional professional development day. (Ex. B33). The Old Tappan Board of Education offered a settlement of 2.8% in 2016-207 and 2017-2018, in exchange for eliminating tuition reimbursement and adding 20 minutes of morning meeting time. (Ex. B33).

The Rochelle Park Board of Education offered a settlement of 2.7% in 2016-2017, 2017-2018, and 2018-2019 in exchange for nine additional minutes of instructional time and an additional five minutes in pre-instructional day duty time. (Ex. B33). The River Dell Regional Board of Education offered a settlement of 2.7% in each year of a four year agreement covering the 2017 through 2020 school years in exchange for revising the lesson plan submission procedure.<sup>16</sup> The Pascack Valley Regional High School District Board of Education offered 2.5% in 2016-2017, 3.14% in 2017-2018, and 3.17 in 2018-2019 in exchange for eliminating the two highest tiers of longevity and increasing the instructional day by seven minutes. (Ex. B33). Even when compared to those Bergen County DFG "I" Districts that have settlement data for the 2016-2017, 2017-2018, and 2018-2019 school years, the Board's proposal is reasonable and exceeds the average by .26%, as the following depicts:

<u>BERGEN COUNTY<sup>17</sup> DFG "I" DISTRICT</u>	<u>% INCREASE 2016-2017</u>	<u>% INCREASE 2017-2018</u>	<u>% INCREASE 2018-2019</u>	<u>% INCREASE OVER THREE YEARS</u>
ALLENDALE	2.75	2.6	2.55	7.9
ALPINE	3.5	3.5	3.5	10.5
CLOSTER	2.7	2.6	2.6	7.9
DEMAREST	2.6	3	3	8.6
ENGLEWOOD CLIFFS	2.7	2.9	2.9	8.5
MAHWAH	2.83	3.01	3.06	8.9

<sup>16</sup> The executed Memorandum of Understanding between the River Dell Regional Board of Education and the River Dell Education Association, as well as the Resolution approving same, are attached hereto.

<sup>17</sup> Ex. B33.

NORWOOD	3	3	3	9
PARK RIDGE	2.7	2.9	2.9	8.5
PASCACK VALLEY REG	2.5	3.14	3.17	8.81
RIVER DELL REG	2.7	2.7	2.7	8.1
WYCKOFF	2.95	2.7	2.7	8.35
AVERAGE % INCREASE OVER THREE YEARS				8.64

Contrary to the Board's proposal, the Association has proposed an overall settlement of 10.66%, which is 2.34% above the Bergen County average, and 2.02% above the average of those Bergen County DFG "I" districts with settlement data for the 2016-2017, 2017-2018, and 2018-2019 school years. In fact, the Association's proposal exceeds that of the Alpine Public School District, which has the highest reported salary increase over three years (2016-2019) in Bergen County at 10.5%. (Ex. B33). Moreover, at this stage of negotiations, the Board will not receive the benefit of any concessions until the 2018-2019 school year, the third and final year of the Agreement.

Finally, regarding support staff members, the Board's proposal of 2.78% increase in each year is comparable to those Bergen County DFG "I" District for which this data was available. The average increase for support staff members among those Bergen County DFG "I" Districts is 2.81% in the 2017-2018 and 2018-2019

school years.<sup>18</sup> (Exs. A6-31 to A6-32). This average is far more comparable to the Board's proposal than to the Association's proposed 2.95% increase in each year.

As data above data establishes, unlike the Board's salary proposals, which are comparable, the Association's salary proposals are clearly unreasonable and excessive. Therefore, the Board's salary proposals should be recommended.

**B. The Board's proposed teachers' salary guides, which have been mutually developed and tentatively agreed upon by both parties, are reasonable and appropriate given that the guides provide for more comparable and competitive salaries at the lower steps.**

More importantly, the Board's proposed salary increases, together with the proposed salary guides which had been mutually developed and tentatively agreed upon by both parties, provide for comparable and competitive salaries at the lower steps. As noted above, the parties agree that the salaries at the lower steps are neither comparable nor competitive, whereas the Board's maximum salaries are both. (Exs. B37 to B59).

This achievement, however, is only attained by freezing increment and longevity in year one, and permanently freezing and

---

<sup>18</sup> The salary increases reflected in the data provided were for secretarial, custodial, and paraprofessional staff members.

removing longevity Steps A and B prospectively, so that increases well above increment in year two and three can be properly funded. As emphasized herein, any savings from the Board's proposed restructuring of longevity is solely a benefit that is returned to the members through the salary guides. Instead of taking this into consideration, the Association, on the other hand, is proposing increases in each year that are well above average, and other than the maximum steps of the guides, the Association's proposed salary guides maintain the 2015-2016 salary structure through the life of the Agreement.<sup>19</sup> Indeed, this is a significant detriment to the Board's effort in developing a competitive and equitable guide not only for this Agreement, but for succeeding agreements.

For instance, the Board's proposed 2017-2018 salary guide provides for a BA Minimum salary of \$49,717, which would rank 14 among the Bergen County DFG "I" Districts for which this data was available. (Ex. B71). Admittedly, this salary is still below the Bergen County DFG "I" Districts' average of \$51,455 by \$1,738, or 3.5%.<sup>20</sup> (Ex. B71). However, maintaining the BA Minimum salary at \$47,534 as the Association is proposing, would rank it 17 among

---

<sup>19</sup> The Association's salary guides were included in Joseph Tondi's December 21, 2017 email to Fact-Finder, Joseph Licata.

<sup>20</sup> The calculated averages for the Bergen County DFG "I" Districts in this section does not include Ramapo Indian Hills' proposed salaries.

the Bergen County DFG "I" Districts and fall below the average by \$3,921, or 8.2%.

The Board's proposed 2017-2018 salary guide provides for a BA Step 7 salary of \$56,187, which would rank 14 among the Bergen County DFG "I" Districts for which this data was available. (Ex. B72). While this salary is still below the Bergen County DFG "I" Districts' average of \$59,109 by \$2,922, or 5.2%, maintaining the current BA Step 7 salary of \$54,141, would rank it second to last among the Bergen County DFG "I" Districts, and well below the average by \$4,968, or 9.2%. (Ex. B72).

The Board's proposed 2017-2018 salary guide provides for an MA Minimum salary of \$51,354, which would rank 17 among the Bergen County DFG "I" Districts for which this data was available. (Ex. B74). This salary would fall below the Bergen County DFG "I" Districts' average of \$56,975.99 by \$5,621.59, or 10.9%. (Ex. B74). Again, while this salary is still below average, maintaining the current MA Minimum of \$49,094, Ramapo Indian Hills would fall below the average by \$7,881.59, or 16.1%, and would rank it last among the Bergen County DFG "I" Districts. (Ex. B74).

The salary for MA Step 7 in the Board's proposed 2017-2018 salary guide is \$60,280, which would rank it 16 among the Bergen County DFG "I" Districts for which this data was available. (Ex.



B75). This salary falls below the Bergen County DFG "I" Districts' average of \$65,448 by \$5,168, or 8.6%. However, maintaining the current MA Step 7 minimum of \$57,342, would rank Ramapo Indian Hills |second to last, and would fall below the average by \$8,106.94, or 14.1%. Notably, this trend continues for both MA+30 Minimum and MA+30 Step 7 salaries. (Exs. B77; B78).

Certainly the Board acknowledges that its salary and longevity restructuring proposals are |not an immediate fix to the guides, |but as the data demonstrates, the Board's proposal allows for the opportunity to begin the process of developing a competitive and equitable salary guide. The Association's proposal is not only unreasonable|, but a hindrance to this process, which will only |continue to compound the issue of non-competitive and non-|comparable salaries at the lower steps of the guide. This will continue to result in retention and recruiting issues that will ultimately negatively impact the overall educational program. As |such, the Board's proposal should be recommended.

**III. The Association's proposal to reduce the maximum employees' health insurance contribution percentage from 35% to |22% must be rejected as it is entirely unreasonable and unsupported by the data.**

The Association is proposing to reduce the maximum employees' health insurance contributions from 35% to 22% beginning in the second year of the Agreement. For 2017-2018, the Association's

total health insurance premiums are \$5,553,143. The Board pays \$4,450,326, or 80% toward the premium, while the Association's members contribute \$1,102,816, or 20%. (Ex. B90).

Currently, the Board's health insurance cost accounts for 8.4% of the budget and the premiums are projected to increase by 14% in 2018-2019. (Exs. B6; B90). Notably, the Association has presented its health insurance proposal as a cost of \$93,852.53, or .49% of the base salary. However, a review of the Association's costs analysis reveals that this is based upon health insurance data from 2016. Analyzing the Association's proposal using the data from 2017-2018, the second year of the agreement and the year in which the proposal would take effect, the Board will pay an additional \$117,688, or .6% of the base salary. (Exs. B4 and B90). Thus, together with the Association's salary proposal, the Association is seeking an overall settlement increase of nearly 12%.

The Association's health insurance proposal is certainly neither reasonable nor comparable to similar districts. Among the Bergen County DFG "I" Districts, only three districts have reduced the maximum employees' contribution percentage, with only four other districts providing a sum of money in the form of a stipend to offset the cost of health insurance. (Exs. B92; Special Trend

Setter Ch. 78 Modification #8, at 1-3<sup>21</sup>). In fact, of the small number of Bergen County DFG "I" Districts that have reduced the maximum employees' contribution percentage, not one of them reduced the percentage to as low as 22%; rather, the lowest is 26%. (Exs. B92; Special Trend Setter Ch. 78 Modification #8, at 1-3). Nevertheless, it is evident that reducing the maximum contribution percentage is not the trend. Indeed, in a more recent settlement, the River Dell Regional School District Board of Education, which offered a salary increase of 2.7% in each year of a four year agreement, agreed to pay a non-pensionable stipend of \$1,250 per year to each member who is at the maximum level of the guide or off-guide, and receives health insurance benefits.<sup>22</sup>

Notwithstanding River Dell's recent settlement, modifications to employees' health insurance contributions have still only occurred in a minority of school districts, and the Board has made it very clear that it would not agree to a change in the amount of the employees' health insurance contributions given that health insurance is already a significant cost to the Board. With a projected increase of 14% in 2018-2019, the Association's proposal is expected to cost the Board approximately \$135,000 in the third

---

<sup>21</sup> Document was included as a supplement to the Association's exhibits.

<sup>22</sup> The executed Memorandum of Understanding between the River Dell Regional Board of Education and the River Dell Education Association, as well as the Resolution approving same, are attached hereto.

year of the Agreement. (Ex. B91). This cost will certainly increase in the years to follow as premiums continue to rise, as expected. Further, as more employees advance into higher steps of the salary guide, which would impose a contribution percentage as high as 35% pursuant to Tier 4 of Chapter 78, capping the maximum contribution percentage at 22% will only add to the already exorbitant cost of health insurance that the Board is responsible to pay. (Ex. B91). Simply put, this is an ever-increasing cost that cannot be accurately projected and sustained. (Ex. B91).

As the above demonstrates, the Association's proposal is neither supported by data presented nor fiscally reasonable. This proposal will have a detrimental impact on the Board's ability to continue to fund a successful educational program for years to come. More importantly, no Fact-Finder has recommended such a proposal, and essentially, "to the extent that changes have been made in a minority of school districts, those changes were voluntarily reached via direct negotiations," and not through the recommendation of Fact-Finders. (Ex. B91). Accordingly, the Association's proposal should not be recommended.

**IV. The Board's remaining proposals, as compared to the Association's proposal, are comparable and reasonable, and therefore, should be recommended.**

Notably, the Board's remaining proposals, together, are intended to provide an overall benefit to the Association and to the operations of the District. Importantly, none of these proposals require significant concessions by the Association.

**A. The Board's remaining proposals.**

**i. Removal of Article XV, Section F.2: Extracurricular Positions/Release of Supervisory Periods.**

Article XV, Section F.2 of the CNA, provides that teachers in the following extracurricular positions shall be released from "supervisory" in lieu of "instructional" assignments: newspaper advisor; yearbook advisor; student council advisor; school treasurer; and Head Teacher. (Ex. B1; B3). It is the Board's position that because teaching staff members in these positions are already receiving additional compensation to perform these activities, there is no reason to remove an assignment that is already part of their regular duties, and for which they are already being compensated through their respective salaries. Moreover, among the FLOW and Bergen County Regional School Districts, only the River Dell Regional School District has a similar provision. (Ex. B92). Notably, the Association had agreed

to this proposal in concept at the September 12, 2017 meeting.  
(Ex. B2). Therefore, this proposal should be recommended.

**ii. Removal of Article XV, Section E.2:  
Non- classroom teachers/preparation  
period.**

Article XV, Section E.2 of the CNA, provides that, “[o]ther members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.” (Ex. B1). There is no need for non-classroom teachers to require a professional period. These staff members have greater flexibility and control over their own schedules. Among the FLOW Districts and the Bergen County Regional School Districts, only Franklin Lakes School District and Northern Valley Regional High School District offer preparation time to non-classroom teachers. (Ex. B90).

**iii. Professional Development and  
Educational Improvement, Article  
XXVI.**

The Board proposes limiting on-line third party credits for salary advancement purposes only, to no more than six per year; increase tuition reimbursement to \$2,400; increase the number of credits allowed for reimbursement from 6 to 12; clarify language regarding the maximum number of credits teachers can take per semester; and remove redundant and unnecessary language from the

Article. (Ex. B1). This proposal coincides, in part, with the Association's proposal to increase tuition reimbursement to \$2,400. In fact, the Board also agreed to the Association's counter proposal to increase the number of credits allowed for reimbursement from 6 to 12. Thus, the Board's proposal to limit on-line third party credits for salary advance to six, which still allows staff members the ability to use some of these credits toward advancement, would be a reasonable concession by the Association. Notably, the Association had agreed to this proposal in concept at the September 12, 2017 meeting. (Ex. B2). Accordingly, this proposal should be recommended.

**iv. Test Coordinator for classified students, Article XXVIII and Appendix B.**

Currently, the CNA only allows for supplemental teachers to receive pay for coordinating an SAT test or any other test that is administered to classified students. The Board is proposing to open this opportunity to all staff members, offering them the opportunity to receive additional compensation at a rate of \$45 per student. The Association had agreed to this proposal in concept at the September 12, 2017 meeting. (Ex. B2). Therefore, this proposal should be recommended.

**v. Compassionate Care Days.**

The Association formally agreed to this proposal at fact-finding.

**vi. Health Insurance Protection,  
Article XI.**

As emphasized herein, the Board will not agree to a change in the percentage of the employees' health insurance contributions percentage. As such, the Board is proposing to clarify that the employees' contribution percentage shall remain at the Tier 4 rate set forth in Chapter 78. Additionally, the Board would like to remove any reference to a specific benefits plan and provide that any plan shall mirror the School Employees' Health Benefits Plan ("SEHBP Mirror Plan"), as well as remove subsections which are neither relevant nor necessary as they are deemed outdated. This proposal, in essence, is a language "clean-up" proposal. Furthermore, it is well settled that an employer has the nonnegotiable right to change insurance carriers, as long as the change does not affect the level of negotiated benefits, or in other words, the level of benefits are "substantially equivalent" to the prior level of benefits. *City of Newark*, P.E.R.C. No. 82-5, 7 NJPER 12195; *Borough of Metuchen*, PERC No. 84-91, 10 NJPER 15065. Thus, removing any reference to a specific plan, and instead referring to it as the SEHBP Mirror Plan will not impede



upon the staff members' rights, or more importantly, their level of benefits, unless otherwise negotiated. Accordingly, this proposal should be recommended.

**vii. Removal of stipend for In-Charge License, Appendix D.**

Similar to the Board's health insurance proposal, this is also a "clean-up" proposal. Appendix D, Section 4 of the CNA, provides that an additional sum of \$600 per school year will be paid to any employee holding the In-Charge License; however, this license classification is not necessary to operate the boilers in Ramapo Indian Hills.<sup>23</sup> Rather, all that is legally required is a Black Seal license, for which the District already issues a stipend. (Ex. B3). Thus, with the exception of the sole employee currently receiving this stipend, who will be grandfathered, the Board is proposing to remove this provision in its entirety. The Association had agreed to this proposal in concept at the September 12, 2017 meeting. Accordingly, this proposal should be recommended.

**viii. Dance Club and Gay/Straight Alliance Club Advisors as new Group 4 Clubs.**

The Board is proposing to include as a new Group 4 Clubs and Activities, the Dance Club and the Gay/Straight Alliance Club. This proposal coincides with Association Proposal No. 6. (Ex. A-

---

<sup>23</sup> An In Charge License is only required to operate high pressure boilers. N.J.A.C. 12:90-8.3.

6). However, rather than including the Dance Club under Group 5 Clubs and Activities, as the Association proposed, the Board instead, is proposing that the Dance Club be included under Group 4, which would provide for a higher stipend amount for the Advisor of the Club. The Association had agreed to this proposal in concept at the September 12, 2017 meeting. Therefore, this proposal should be recommended.

**B. The Association's remaining proposals are not sufficiently supported by the data presented, and therefore, do not merit recommendation.**

The Association's remaining proposals which have yet to be addressed herein do not merit recommendation because they are wholly unsupported by the data presented. For instance, there is no data supporting Association Proposal No. 3, increases to Schedule B stipends. (Ex. A4-5). Specifically, the Association has not established that the current stipend amounts are below average. Further, the Association is seeking an increase to the class coverage rate in Proposal No. 5. (Ex. A4-6). However, the data establishes that Ramapo Indian Hills' current rate of \$24 per class covered is comparable. Among the FLOW Districts, the class coverage rate average is approximately \$13, and among the Bergen County DFG "I" Districts, the class coverage rate average is approximately \$22. (Exs. A4-27 to A4-32).

Moreover, Association Proposal No. 8, which seeks to define the supplemental teachers' work day as .8, rather than .542 of the teacher's instructional day, is misplaced. Notwithstanding the fact that there is no data supporting this proposal, defining the supplemental teachers' work day as .8 is not consistent with their actual work day. Article J of the CNA provides the total work time for supplemental teachers shall not exceed 21 hours, which is exactly .542 of a full-time teacher's hours work week of 38.75 hours. (Ex. B3). Also, defining the work day as .8 would require the Board to pay supplemental teachers for hours in which they did not actually work, which legally cannot be done.

Likewise, the data submitted on behalf of the Association does not support Association Proposal Nos. 12, 14, and 18. In Association Proposal No. 12, the Association is seeking to add a stipend of \$600 for any employee holding an electrician, carpenter, plumber, or fertilizer license. (Ex. A4-9). However, the Association has not pointed to any comparable data establishing that compensation is provided for these types of licenses and at the rate it is proposing. Furthermore, in Association Proposal No. 14, the Association is seeking an additional sum for technical assistants who attain certain certifications, but the Association has failed to show data supporting this proposal, or to even

identify the specific certifications it is seeking and the reasons for such certifications. (Ex. A4-9). Similarly, there is no data presented supporting Association Proposal No. 18, reimbursement to custodians, maintenance, and grounds staff members for tuition of job related in-service and professional development courses taken. (Ex. A4-10).

Additionally, the Association presented no data whatsoever to support Association Proposal No. 17, Administrative Assistants' Salary Grades. The Association is proposing to advance all administrative assistants up by one Salary Grade.<sup>24</sup> This proposal will cost the Board approximately \$18,248, or 1.32% of the administrative assistants' base salaries, which is in addition to the 2.95% increase per year that the Association is also seeking for its support staff members.

In Association Proposal No. 19, the Association is proposing for instructional aides, a minimum 40 minute preparation period, rather than a 20 minute preparation period, as well as defining their lunch period as a duty-free 40 minute period. (Ex. A4-11). Again, there is no data presented supporting this proposal, and importantly, the Association fails to take into account that this

---

<sup>24</sup> Administrative assistants are separated by Salary Grades based on their titles and positions. There are four Salary Grades and each Salary Grade provides for a different salary guide, with Salary Grade 4 positions having the highest salaries. (Ex. B3).

proposal will increase the work day for instructional aides by 20 minutes. This increase to the work day will impact part-time instructional aides, who as a result, may be considered full-time for the purposes of health insurance coverage eligibility; an additional cost that the Board cannot bear.

Regarding Association Proposal No. 24, the Association is seeking to expand the due process procedures for complaints regarding unit members beyond parents and students. (Ex. A4-11). As with the above proposals, the Association does not show data warranting this proposal, and furthermore, complainants made about Board employees, beyond those made by parents and students, and their procedures are already governed by Board Policy and Regulation No. 9130.<sup>25</sup> Lastly, the Association does not present data to support Proposal No. 26, wherein it seeks to revise the procedures for teaching staff members' evaluations. (Ex. A4-12). Notably, this proposal is not necessary because teaching staff members' evaluations are governed by State law and regulation. See *N.J.S.A* 18A:6-117 to -129; *N.J.A.C.* 6a:10-1.1 to -9.1.

---

<sup>25</sup> Ramapo Indian Hills Regional School District Board of Education, *Board Policies and Regulations*, <http://www.straussesmay.com/seportal/Public/pubELANOnline.aspx?id=fe00aa80407b4789890b24592a36dfb6> (last visited Feb. 1, 2017).

Accordingly, for the reasons set forth above, the Association's proposals do not merit recommendation.

**CONCLUSION**

Based upon the foregoing analysis, it is clear that the Board's final settlement offer is more reasonable and comparable than the final settlement offer presented by the Association. Accordingly, the Board respectfully requests that the Fact-Finder recommends the Board's proposed package.

Respectfully submitted,

FOGARTY & HARA, ESQS.  
Attorneys for Ramapo Indian Hills  
Regional High School District  
Board of Education

By: /s/ Stephen R. Fogarty  
Stephen R. Fogarty

Dated: February 7, 2018

## Memorandum of Understanding

The River Dell Regional Board of Education ("BOE") and the River Dell Education Association ("RDEA") hereby agree to the following modifications to the collective bargaining agreement that expired on June 30, 2017, as terms for a successor collective negotiation agreement between the parties:

1. Salary increases, inclusive of increment, over base (\$13,098,195) as follows:
  - a. Year 1: 2.7%
  - b. Year 2: 2.7%
  - c. Year 3: 2.7%
  - d. Year 4: 2.7%
2. Each of the longevity payments set forth in Section 3.7 shall be increased by \$250. There shall be no other changes to the language.
3. The parties shall mutually develop the salary guides.
4. A new Section 5.5 shall be added to provide as follows:

The BOE will pay a non-pensionable stipend of \$1,250.00 per year of the contract to each unit member who receives health care benefits under this agreement and who is now at or who reaches the maximum level on the guide in each category during the term of the collective negotiation agreement, as well as all unit members who are currently or who become "off guide" during the term of the collective bargaining agreement. This stipend will be retroactive to July 1, 2017. The stipend shall be paid in accordance with the salary schedule in effect for all employees. This provision will sunset at the end of the collective negotiation agreement's term and shall not be continued beyond the term of this agreement.

5. The new collective bargaining agreement is for a four-year term, retroactive to July 1, 2017 and expiring on June 30, 2021. All salary increases required under the new agreement shall be retroactively paid to all unit members.
6. Article 13.3 shall be amended to read as follows:

Every teacher will plan lessons and teach course content as prescribed by the building principal. All teachers will submit lesson plans to the building principal on a weekly basis, and maintain them in an

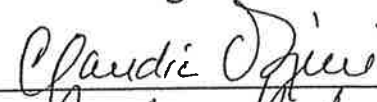
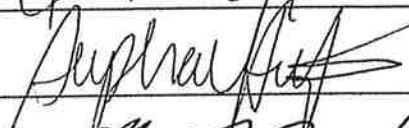


electronic format as prescribed by the Superintendent for communicating assignments or other items to students and parents. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal.

7. The parties agree to meet and discuss in good faith increases/modifications to the salary guide for coaches (Schedule A) and for stipends for Extra Curricular Activities (Schedule C) within 60 days following ratification of the collective bargaining agreement.
8. Tentative agreements reached and signed off by the parties on June 12, 2017, and attached as Attachment A, are incorporated into this Memorandum of Understanding.
9. The RDEA shall withdraw the unfair labor practice pending before PERC with prejudice (CO-2018-058 and CO-2018-059).
10. Any proposal by either party that was not agreed upon as reflected above or in Attachment A is hereby withdrawn. All contract language in the expired collective negotiation agreement, except as modified by the above, shall remain unchanged.
11. The fact-finder, Melissa H. Biren, shall retain jurisdiction until the final agreement and salary guides have been completed.
12. The agreement is subject to ratification by both parties. The negotiating teams will recommend ratification to the Board and to the Union members, respectively. The terms of the parties' agreement shall remain confidential until ratification by both parties.



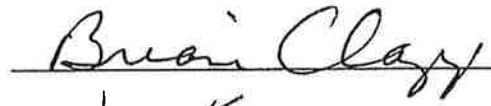

Dated: November 29, 2017

Approved By:

River Dell Regional Board of Education

River Dell Education Association



Motion was made by Mrs. O'Neill, seconded by Mrs. Hartman to approve the Memorandum of Agreement between the River Dell Education Association and the River Dell Regional Board of Education for the period July 1 2017 and ending June 30, 2021.

Motion carried by the following roll call vote:

Claudia O'Neill, Alan Feigenson, Albert Graef, Douglas Kupfer, Anthony Barbary, Barbara Kuchar, Stephanie Hartman, and Joseph Manzelli voted aye. Patrick Gallagher voted to abstain.

I do solemnly state that this is a true copy of the minutes of a meeting of the Board of Education of the River Dell Regional School District held December 18, 2017.



Thomas L. Bonfiglio  
Business Administrator/Board Secretary

