

AGREEMENT

Between

**THE BERKELEY TOWNSHIP
MAINTENANCE REPAIRER'S UNIT**

And

**THE BERKELEY TOWNSHIP
BOARD OF EDUCATION**

July 1, 2008

to

June 30, 2012

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PREAMBLE

This Agreement is entered into this first (1st) day of July, 2008, by and between the **BOARD OF EDUCATION OF BERKELEY TOWNSHIP**, the Township of Berkeley, New Jersey, hereinafter called the "Board" and the **BERKELEY TOWNSHIP MAINTENANCE REPAIRER'S UNIT**, hereinafter call the "Unit".

ARTICLE 1 RECOGNITION

1. The Berkeley Township Board of Education hereby recognizes the Berkeley Township Maintenance Repairer's Unit as the exclusive representative for collective negotiations concerning the terms and conditions of employment for those maintenance repairers and senior maintenance repairers presently employed full time under contract in the District, including:

Senior Maintenance Repairers
Maintenance Repairers

But excluding:

Custodians
All Employees of the Berkeley Township School District except those listed above in the first section of paragraph "1".

2. Unless otherwise indicated, the term "Maintenance Repairer" when used hereinafter in this Agreement, shall refer to all non-instructional employees represented by the negotiating unit as defined above.

ARTICLE 2 NEGOTIATION PROCEDURE

1. The Board of Education and the Unit agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.
2. Negotiations shall begin not later than sixty (60) days prior to the required budget submission date preceding the expiration of this Agreement. Any such Agreement so negotiated shall apply to all personnel who are recognized under Article I "Recognition", shall be reduced to writing, shall be signed by the Board of Education and the Unit and be adopted by the Board.
3. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing work conditions shall be negotiated with the majority representative before they are established.

4. The Board agrees not to negotiate with any organization other than the Unit for the duration of this Agreement.
5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

A grievance shall mean a complaint by employees or representative of employees that there has been a misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting them. With respect to his/her grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or to designate the representative of this Unit, or any other representative of his/her own choosing to appear with him/her or, in case of emergency, for him/her, at any step of his/her appeal after the informal meeting with the Mechanic/Maintenance Supervisor up to and including Step 4.

1. Any employee who has a grievance shall discuss it first with the Mechanic/Maintenance Supervisor in an attempt to resolve the matter informally at that level.
2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she may set forth his/her complaint in writing to the Mechanic/Maintenance Supervisor. This letter shall contain a request for a meeting with the Mechanic/Maintenance Supervisor within five (5) school days after receipt of the complaint. The employee may request representation at this meeting by any member of the Unit. Following this meeting, the Mechanic/Maintenance Supervisor shall communicate his/her decision to the employee in writing within three (3) school days. If a formal, written grievance is not presented by the aggrieved party within a period of twenty-five (25) school days after the misinterpretation, misapplication, or alleged violation of policies, agreements, or administrative decision, then the grievance shall be disallowed.
3. The employee may appeal the Mechanic/Maintenance Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) school days after receiving the Mechanic/Maintenance Supervisor's written decision. The appeal must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Mechanic/Maintenance Supervisor, and shall confer with the concerned parties either as a group or separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days of receipt of the employee's written appeal. The Superintendent shall communicate his/her decision in writing along with the supporting reasons to the employee and the Mechanic/Maintenance Supervisor.

4. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall render a decision within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the employee may be represented by any person of his/her choosing.

MISCELLANEOUS

1. If, in the judgment of the Unit, a grievance affects a group or class of employees, the Unit may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at level 3.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Unit and given distribution so as to facilitate operation of the grievance procedure. The grievance form is contained in Appendix 1.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
4. The aggrieved party shall not be excused from performance of duty until the grievance is fully determined.

ARTICLE 4 COMPENSATION

1. Increments are not automatic. All increments shall be granted only upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education.
2. Maintenance Repairers reporting to work shall work or receive pay for a full scheduled day. No employee shall have his/her workday schedule curtailed, or in any other way diminished unless the employee voluntarily leaves work, or is subject to compensable injury payment.
3. Maintenance Repairers who have completed their workday and have returned to their homes and are recalled to work by reason of emergency or any other reason being deemed necessary by the employer, or police department, for a specified job, shall be guaranteed a minimum of two (2) hours work at the rate of time and one half.
4. The Board of Education will continue their practice of considering additional holidays at Christmas, Easter and Summer for Maintenance Repairers. These requests will be made,

granted, or rejected on a yearly basis.

5. All salary computations for Maintenance Repairers shall be computed on an hourly rate basis. Maintenance Repairers shall have their salaries computed on 52 weeks per year, or 260 days per year, or 2080 total hours per year, based on an eight (8) hour workday.
6. Maintenance Repairers shall annually be provided with a clothing/foul weather gear allowance of \$525.00 for each year of the contract. In year three (3) and four (4) of the contract the allowance will increase by \$50.00 for a total of \$575.00. Shirts purchased under this allowance shall include identification as Berkeley Township employees. The printing costs for which, shall be paid for by the Board. .
7.
 - A. Time and one half shall be paid for all work beyond the regular eight (8) hour workday when such time is authorized by the Superintendent of Schools or his/her representative. To confirm a past practice, and to clarify the foregoing, work on a paid holiday shall be paid for at time and one half in addition to the paid holiday.
 - B. Time and one half shall be paid for all Saturday work and double time shall be paid for all Sunday work after the forty (40) hour work week to all full time employees.
 - C. Paid holidays, vacation days and emergency closing days shall be considered part of the forty (40) hour work week.
 - D. If a maintenance repairer is called before or after his/her regular eight (8) hour workday, he/she is to receive time and one half for all hours over eight (8) hours which he/she works.

8. SALARY:

Sr. Main. Repairers	July 1, 2008 through June 30, 2009	\$27.26 per hour
	July 1, 2009 through June 30, 2010	\$28.49 per hour
	July 1, 2010 through June 30, 2011	\$29.60 per hour
	July 1, 2011 through June 30, 2012	\$30.64 per hour

Note: David Ferry will stay at the Entry Level for Sr. Main. Repairer at \$26.09 (with no increment for the duration of this contract.

Main. Repairer	July 1, 2008 through June 30, 2009	\$16.88 per hour
	July 1, 2009 through June 30, 2010	\$17.81 per hour
	July 1, 2010 through June 30, 2011	\$18.79 per hour
	July 1, 2011 through June 30, 2012	\$19.45 per hour

After 10 years of continuous service, employees shall receive \$200.00

After 15 years of continuous service, employees shall receive \$200.00 in addition to the previous \$200.00.

After 20 years of continuous service, employees shall receive \$200.00 in addition to the previous \$400.00.

9. **Payment for Accumulated Sick Leave:**

Effective July 1, 2002, there shall be payment for accrued sick leave upon separation after ten (10) years service. Payment shall be for up to one hundred (100) unused accumulated sick days at the rate of \$30.00 per day and for the next 100 days \$45.00 per day (maximum of \$7,500.00).

10.a. **Pay for unused sick leave (in addition to Article 4 #10) shall be provided upon retirement as follows:**

b. **The following addition would apply to those individuals who submit written notice of retirement through December 31, 2008.**

Sick leave payment on one (1) for two (2) (50%) of accumulated sick days at the per diem rate up to a total of 200 days will be granted within the following guidelines. Payment will be granted to employees who submit written notification to the Superintendent of Schools by:

- (1) December 31, 2008 for retirement on or before June 30, 2009
- (2) December 31, 2009 for retirement on or before June 30, 2010
- (3) December 31, 2010 for retirement on or before June 30, 2011
- (4) December 31, 2011 for retirement on or before June 30, 2012

Full payment will be on July 1st of the retirement year.

The provision noted in 11 b. above will expire 12:00 am on January 1, 2012 and revert to only Article 4 #10 on January 1, 2012.

11. **Maintenance repairers will receive a stipend of \$700.00 annually for Asbestos Maintenance/Prevention to be paid in a separate check, June 30th of 2009, 2010, 2011 and 2012..**
12. **Senior Maintenance Repairers have the option to take their own work vehicle home for emergency call with the stipulation that a "Log" be kept of all mileage. The Board of Education or its designee has the right to revoke this provision if deemed necessary.**

ARTICLE 5 HEALTH INSURANCE

1. **Fully paid health and prescription insurance benefits coverage will be provided by the carrier determined by the Board and will be changed from those previously offered to as follows:**
 - A. **Dental cap if \$650.00**

B. Prescription Plan co-pay shall be:
\$15.00 Brand name, \$10.00 Generic, \$0.00 Main In.

2. Any additional medical fringe benefits granted to the teaching staff will also be granted to the Maintenance Repairer's Unit employees
3. No individual who is eligible for coverage for "Medicare" benefits as provided in an act entitled "Health Insurance for the Aged" shall be eligible for Major Medical expense benefits under such policy. An employee must be eligible for coverage by this policy or no coverage shall be provided under this policy. In the event an individual is not eligible for coverage under the policy by reason of Medicare benefits as described above, the Board shall contribute the dollar equivalent of the individual's group coverage cost towards private coverage for Major Medical provided that the individual presents proof of coverage.
4. The Board will assume the financial responsibility for the payment of 100% of the costs of the health plan.
5. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or husband/wife coverage under 2.
6. Employees who voluntarily elect to waive coverage shall be entitled to receive a 25% of the premium cost of the waived insurance.
7. Payment of the monies in 7. above shall be made by separate check on or about July 31 after the conclusion of the waived year.
8. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
9. The parties agree that all of the terms of 3 shall be in effect through June 30, 2012, shall expire at that time unless both parties indicate, in writing, their willingness to continue these provisions. In the absence of such a written indication, these provisions shall become null and void.
10. If the incentive plan is subsequently ruled in conflict with the carrier's rules, the provisions above shall be null and void.
11. Any new employee shall be eligible for single coverage for the first three (3) years then up to full family coverage commencing the next open enrollment period.

ARTICLE 6
TEMPORARY LEAVE OF ABSENCE

1. SICK LEAVE:

- A. Each employee with permanent status shall be credited with one (1) working day for sick leave for each month of service during the first calendar year of employment and with fifteen (15) days each calendar year thereafter. [Ten (10) month employees receive ten (10) days, twelve (12) month employees receive fifteen (15) days].
- B. Employees unable to report to work because of illness must notify the designated person according to the instruction of the Superintendent of Schools.
- C. All days of allowable sick leave not utilized in any year shall be accumulative to be used as additional sick leave in subsequent years.
- D. "In cases of sick leave claimed, a Board of Education may require a physicians's certificate be filed with the Secretary of the Board of Education in order to obtain sick leave." (NJSA 18A:30-43.) The Board of Education has invested this right to the Superintendent of Schools to use at his/her discretion if and when the need arises.
- E. Employees may file for extended sick leave after exhaustion of accumulated sick leave according to the provisions of NJSA 18A:30-6.
- F. "Whenever any employee, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections NJSA 18A:30-2 and 18A:30-03. Salary or wage payment provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive temporary disability benefits under Chapter 15 or Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award for temporary disability". (Payment of Sick Leave for Service Connected Disability- NJSA 18A:300-2.1 or as Revised.)

2. PERSONAL LEAVE:

- A. An allowance of up to three (3) non-accumulative days total leave, with prior approval of the Superintendent of Schools, for any one combination of the following shall be granted for:
 - 1. In the event of death of any employee's friend or relative outside the

employee's immediate family.

2. Court Subpoena

- B. An allowance of a maximum of three (3) days in any school year shall be granted with or without pay for emergency reasons. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. The granting of emergency requests with or without pay shall be a matter of discretion of the Superintendent of Schools. All unused personal days at the end of the school year shall be accumulated as sick days.
- C. In the event of the death of a fellow employee, teacher, or student, in the Berkeley Township School District, the Superintendent of School may grant permission to an appropriate number of employees to attend the funeral services.
- D. Emergency personal leave days shall not be granted before or after a holiday or vacation period except for an extreme emergency and only at the discretion of the Superintendent of Schools.

3. DEATH IN THE IMMEDIATE FAMILY:

An allowance of up to six (6) consecutive days leave at any one time shall be granted for death in the immediate family. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents or any member of the immediate household.

4. RESERVE FIELD TRAINING:

All regular employees shall be granted permission to engage in military reserve field training without deduction of pay as set forth in the New Jersey Statutes.

5. VISITATIONS AND WORKSHOPS:

Leave may be granted on the recommendation and authorization of the Superintendent of Schools and limited to attendance and participation in meetings, conferences, workshops, seminars, and visitations to other school systems, not to exceed two (2) days in any one year. A complete report describing the activity shall be filed with the Superintendent of Schools.

**ARTICLE 7
EXTENDED LEAVES OF ABSENCES**

1. MILITARY SERVICE:

All leaves of absences granted to employees entering military service shall be covered by the

2. **MATERNITY LEAVE:**

- A. Employees may apply to the Superintendent of Schools for a leave of absence without pay and shall be granted that leave without pay by the Board of Education at any time before the expected date of birth under the following conditions:
1. An employee with less than three (3) years of working experience in the Berkeley Township Schools shall be granted a maternity leave for the remainder of the current school year in which the leave is requested.
 2. An employee with more than three (3) years of consecutive experience in the Berkeley Township Schools shall be granted a leave of absence for the remainder of the current school year in which the leave is requested and for one (1) additional school year shall be made in writing to the Superintendent of Schools not less than ninety (90) days prior to the end of the current school year in which the leave began.
 3. No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been enough time lapse between that birth and her desired date of return.
 4. If an employee decides not to return from a maternity leave of absence, she shall notify the Superintendent by giving written notice of resignation at least ninety (90) days before the leave expires.

3. **LEAVES FOR ADOPTING CHILDREN:**

Any Employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption. No employee on this type of leave (Leaves For Adopting Children) shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of competence.

**ARTICLE 8
MISCELLANEOUS PROVISIONS AS RELATED TO LEAVE**

1. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned the same, or equivalent, position which he/she held at the time said leave commenced.
2. All extensions or renewals of extended leaves of absence shall be applied for and granted in

writing through the Office of the Superintendent of Schools.

3. Full deduction of employee's salary shall be made when absence occurs for reasons not consistent with this policy. Such decision shall be made by the Superintendent of Schools.
4. Other extended leaves of absence without pay may be granted by the Board of Education on the recommendation of the Superintendent of Schools.

ARTICLE 9 WORKDAY AND SCHOOL YEAR

1. The work year for Maintenance Repairers shall be from July 1 to June 30 (52 weeks per year, 2080 work hours).
2. All Maintenance Repairers shall work seven and one half (7 ½) hours per day and have one half (½) hour for lunch (supper).
3. A day's salary is defined as eight (8) hours per day times the hourly rate of the individual.
4. Holidays shall be regulated as per Board Policy, "Legal Holidays for Maintenance Repairers".
 - A. The following days shall be recognized as legal holidays for Maintenance Repairers and such employees shall be granted these days off with pay WHEN SCHOOL IS NOT ORDINARILY IN SESSION as per Article 4, Item 8C.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Thanksgiving Friday
Memorial Day	Christmas Day
Fourth of July	

Holidays falling on Saturday shall be observed on the Friday preceding the holiday. Holidays falling on Sunday shall be observed on Monday following the holiday. One half (½) day shall be granted on Christmas Eve and New Year's Eve.

ARTICLE 10 VACATIONS

1. Selection of desired vacation days/times is not automatic. Scheduling of vacations shall be organized and approved by the Superintendent of Schools. Consideration will be given first to the welfare of the District then to employee seniority.
2. All vacations shall be scheduled during the months when school is not in session; up to five

(5) days vacation may be taken during the time school is in session with the prior approval of the Superintendent or his/her designee.

3. Maintenance Repairers are eligible for paid vacations as indicated below:

1 - 4 years	-	12 days
5 - 9 years	-	15 days
10 years or over	-	20 days

ARTICLE 11 MISCELLANEOUS ITEMS OF AGREEMENT

1. Maintenance Repairers Inclement Weather Days - the Supervisor has the discretion to allow Maintenance Repairers to leave earlier than the normal quitting time if, in his or her determination, all work to be performed by the Maintenance Repairers has been completed.
2. State of Emergency - Generally, during a Governor declared "State of Emergency", maintenance repairers need not report to work. However, if simultaneously, a school facility has an emergency need, the Superintendent or designee may require maintenance repairers to report to that facility to address the emergency.
3. Snow Removal - At times, the employee(s) may be directed by the Superintendent or designee to assist in snow removal. If snow removal activities take place after regular work hours, the employee(s) shall be paid at overtime rates. And, while snow removal may generally occur as "overtime pay" work, it is understood that there may be occasions when snow removal must occur during regular hours on days when school is in session. Those occasions may be during hours immediately preceding a delayed opening of school, or in the afternoon to insure a safe early dismissal of students. On such occasions, assuming that the snow removal occurs within the repairers regular work hours, a regular rate of pay shall apply.
4. Snow days and other weather related closings - On certain snow or inclement weather days when custodians may be released after four (4) hours minimum work, such release from work shall also apply to Maintenance Repairers. If, on such days, the repairers are requested to stay on beyond the four (4) hours for snow removal or other necessary duties, their pay shall be at an overtime rate or 1 ½ times their hourly pay.
5. An employee who is assigned to work at an occupation of job assignment normally done by an employee who is paid more for the performance of such work, shall receive equivalent pay for time worked in that higher occupation after thirty (30) days.
6. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

7. If any provisions of this Agreement or any applications of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
8. Employees shall be required to do only maintenance related work, i.e. labor, planning, supervision. No intermingling of job titles, i.e. custodial, cafeteria, etc.

**ARTICLE 12
SENIORITY LIST**

The Board of Education shall maintain an accurate seniority list.

**ARTICLE 13
DURATION OF AGREEMENT**

1. This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2012 subject to the Unit's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
2. In witness whereof the Unit has caused this Agreement to be signed by its representative and the Board of Education has caused this Agreement to be signed by its President, attested by the Board of Education Secretary and its corporate seal to be placed hereon, all on the day and year first written above.

MAINTENANCE REPAIRERS UNIT

By: *Solange A. Ocasio*
 By: *Thomas Carter*
 By: *Mad Cow*
 By: *David Ferris*

BERKELEY TWP. BOARD OF EDUCATION

By: *Richard Bishop*
 Richard Bishop, Board President
 By: *Laura J. Venter*
 Laura J. Venter, CPA, Business Adm./
 Board Secretary
 By: *Joseph H. Vicari*
 Joseph H. Vicari, Superintendent