

BERKELEY HEIGHTS BOARD OF EDUCATION

SUPERVISORS CONTRACT

CUSTODIAL MAINTENANCE

2012-2015

THIS MEMORANDUM AGREEMENT, made the 12th day of September, 2013 between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter referred to as the "Board" and the following supervisory personnel:

Anthony Abate

Lawrence Czarnecki

Nolberto Gonzales

Robert Krieg

Richard Quandt

Richard Romano

Dominick Tornambe

The parties have met and negotiated certain agreements as follows:

- A.
1. The term of the contract shall be from July 1, 2012 to June 30, 2015.
 2. The salary schedule for the fiscal years 2012-2013, 2013-2014 and 2014-2015 will be as attached hereto as Schedule A.

B. INSURANCE COVERAGE

1. The Board will provide the existing health and hospitalization insurance for each employee who wishes such coverage and for dependent coverage. The Board reserves the right to transfer the health and hospitalization insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be similar to or better than that presently existing. Caps on insurance costs, if any, will be those in effect for the Berkeley Heights Education Association for any given year. Employees may select medical insurance coverage as set forth in the Article based on their date of hire.

The Board will offer a high deductible Health Savings Account (HSA). All employees who select to participate in the HSA will receive a payment equal to 75% of the cost differential between the HSA and the POS plan payable to the employee for the 2012-13 or the 2013-14 school year. This cost differential is payable to the employee one time only. Staff members who elect to change into the HSA medical benefits plan and receive the one-time payment, must remain in the HSA plan for a minimum of 2 school years before being eligible for another plan offered by the Board of Education. All employees will contribute towards health insurance according to Chapter 78, P.L. 2011.

Those employees already contributing either half or all of the excess cost differential between the PPO plan and the POS plan will continue to pay either this cost or the applicable cost according to Chapter 78, P.L. 2011, whichever is higher. Beginning with the 2014/15 school year, all personnel will contribute towards health insurance according to Chapter 78, P.L. 2011.

2. Notwithstanding the language in 3a above, employees qualifying for medical benefits after July 1, 1994 may select either:
 1. The POS coverage, for which the Board will pay the cost of as set forth in the contract with the Berkeley Heights Education Association in Article 18.01a.
 2. The Traditional coverage, for which the board will pay the same amount as the cost of the POS coverage and the employee and the Board will each contribute 50% of the excess cost of the Traditional Plan over the POS Plan premiums for the selected category of coverage.
 3. All staff members hired after June 30, 2006, if they choose to select traditional coverage, the entire (100%) differential cost will be paid by the employee.
3. The Board will provide the existing dental insurance for each employee and his/her dependents. The Board reserves the right to transfer the dental insurance coverage to another company, but agrees that if this is done, the coverage shall be similar or better than that presently existing. Caps on dental insurance costs, if any, will be those in effect for the Berkeley Heights Education Association for any given year.
4. Any member covered by this contract has the option to waive and surrender their rights to participate in the Board provided health/medical program on an annual basis. In return for this waiver the employee shall receive an annual allowance of \$5,000.00.

C. SICK LEAVE INCENTIVE

Any supervisory personnel who leaves the district for full-service retirement, shall receive a lump sum payment equivalent to 1/9 of 1% of final annual salary for each unused sick day accumulated in his/her personal sick leave bank up to a maximum of 300 days. The maximum payout is capped at \$15,000. In the event of death before retirement, the employee's beneficiary shall receive the lump sum payment described herein.

Full service retirement is defined as retirement at age fifty-five (55) or older with twenty-five (25) years or more of service or retirement at age sixty (60) or after.

D. VACATION SCHEDULE

<u>Years of Service</u>	<u>Allowance</u>
1-6	2 weeks
7-12	3 weeks
13 +	4 weeks

After employees complete 20 years of service in the district, they will receive one additional day of vacation per year for each year served, but not to exceed five (5) days (i.e. 21 years - 21 days; 22 years - 22 days; 23 years - 23 days; 24 years - 24 days; 25 years - 25 days; 26 years - 25 days). Employees hired after July 1, 2012 will be limited to 4 weeks vacation after 15 years.

Up to Five (5) days per year may be used at any time during the school year providing building coverage and overtime are not problems.

Supervisory personnel may accumulate up to thirty vacation days to be carried to the next fiscal year. Any vacation days not used by an employee over the thirty accumulated days shall be converted to sick days at the end of the fiscal year.

Employees shall be entitled to the following paid holidays:

Veterans Day	New Years Day	Good Friday
Columbus Day	General Election Day	Memorial Day
Thanksgiving	Lincoln's Birthday	Independence Day
Christmas	Washington's Birthday	Labor Day
Martin Luther King's Birthday		

E. OVERTIME

1. Any time worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. Approved time off, such as sick leave, personal leave or vacation leave, shall not count towards the forty (40) hour requirement.
2. Overtime worked on Sundays and/or holidays when school is not in session shall be paid at time and a half.

F. TEMPORARY LEAVES, SICK DAYS ETC.

As detailed in the contract between the Board and the Berkeley Heights Education Association Custodial and Maintenance Unit (Articles XV) also apply to this contract.

G. UNIFORM ALLOWANCE

1. Employees shall be required to appear for work in proper uniform. Any employee improperly attired will be sent home and docked for the day upon the second offense and thereafter.
2. Yearly purchase allowance of 6 shirts and 2 pants for all members. Further, custodian and maintenance employees would be required to wear blue work pants, not jeans, as part of the uniform. Allowance includes \$150 reimbursement for work boots.
3. The current practice whereby the Board shall designate one (1) or more providers from whom the above uniforms may be ordered, and who shall bill the Board directly, shall be continued for the life of this Agreement.

H. INCLEMENT WEATHER

1. Supervisory personnel shall be required to report to work for snow removal on "snow days" and will receive their regular day's pay with no premium. Reporting to work for snow removal or emergency checks is mandatory.

2. If all snow days built into the school calendar are used and a supervisor reports to work for all snow removal days, a compensation day will be given to said employee. This compensation day will be taken during the summer at the discretion of the Supervisor of Building and Grounds with no additional overtime cost to the district.

I. ALARM ACTIVITIES

Supervisory personnel shall follow required response procedure to alarm activities.

J. CALL-IN TIME

1. Any head custodian "called in" to work after the termination of his regular shift, or called in prior to the start of his regular shift and not contiguous to such shift shall be paid for such hours called in at the rate of one and one-half (1 1/2) his regular hourly rate of pay. The call-in provisions will not be utilized to deprive an employee of his regularly scheduled work shift.
2. Any head custodian called in to work after the termination of his regular shift shall be guaranteed two (2) hours pay at the premium rate hereinabove referred to for work performed that is completed within two (2) hours or less. If the work performed exceeds two (2) hours, then the hours multiplied by the appropriate premium rate shall be the amount of pay earned for the call-in.

K. NEW HIRES


Newly hired supervisory personnel will be hired on a three month probationary period. During this period they will be paid the salary & stipend appropriate to their new position. At the end of the probationary period they will be offered a permanent position or placed back in their previous position at the step they held prior to promotion.

L. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2015, subject to negotiations for a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

By: 
Helen E. Kirsch, President

Attest: 
Donna A. Felezzola, School Business Administrator/Board Secretary

SCHEDULE A
BERKELEY HEIGHTS BOARD OF EDUCATION

	Base Salary		
2012/2013	\$ 64,945		
2013/2014	\$ 66,244		
2014/2015	\$ 67,569		
	Stipend		
	Year 1	Year 2	Year 3
Night Supervisor Middle School	\$ 2,200	\$ 2,400	\$ 2,600
Night Supervisor High School	\$ 3,200	\$ 3,400	\$ 3,600
Elementary School Supervisor	\$ 3,200	\$ 3,400	\$ 3,600
Middle School & Maintenance	\$ 4,200	\$ 4,400	\$ 4,600
High School Supervisor	\$ 5,200	\$ 5,400	\$ 5,600
	2012/2013	2013/2014	2014/2015
	Salary & Stipend	Salary & Stipend	Salary & Stipend
MKM - Head Custodian	\$ 76,196	\$ 77,856	\$ 79,545
TPH - Head Custodian	\$ 68,145	\$ 69,644	\$ 71,169
MP - Head Custodian	\$ 76,196	\$ 77,856	\$ 79,545
WW - Head Custodian	\$ 68,145	\$ 69,644	\$ 71,169
COL - Head Custodian	\$ 69,145	\$ 70,644	\$ 72,169
GLHS - Head Custodian	\$ 70,145	\$ 71,644	\$ 73,169
GLHS - Night Supervisor	\$ 68,145	\$ 69,644	\$ 71,169

Salaries for the head custodian at MKMECC and Mountain Park are based on current personnel staying in the same position. If personnel are reassigned to a different position, salaries will change appropriately.

- A. Each employee remains on same step for 2012-2013, 2013-2014 and 2014-2015. Employees will receive longevity payments as follows:

Completion of 10 years	-	\$ 500 annual payment
Completion of 15 years	-	\$1,000 annual payment
Completion of 20 years	-	\$1,500 annual payment

The longevity payment to Anthony Abate shall remain at \$4,940 and the longevity payment of \$3,853 to Rick Quandt shall be frozen.