

AGREEMENT

between

BERKELEY HEIGHTS BOARD OF EDUCATION

and

BERKELEY HEIGHTS EDUCATION ASSOCIATION
(CUSTODIAL & MAINTENANCE UNIT)

JULY 1, 2004 through JUNE 30, 2007

PREAMBLE

THIS AGREEMENT is entered into this _____ day of _____
2004 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF
BERKELEY HEIGHTS (hereinafter called the "Board" or the
"Employer") and the BERKELEY HEIGHTS EDUCATION ASSOCIATION
(hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. Unit. The Board hereby recognizes the Berkeley Heights Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and regularly employed part-time employees of the Board in the categories of maintenance personnel, custodians and groundskeepers, but excluding all other certificated and non-certificated personnel.

B. Definition. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in this negotiating unit. References made to male employees shall include female employees, and references to females shall include males.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties hereto agree that the terms set forth herein shall not be considered to establish the extent of negotiable items for any future contracts, and the parties agree that future contracts will be negotiated within the spirit and intent of N.J.S.A. 34:13A-1 et seq. The parties agree to commence negotiations not later than January 15th of the school year during which the contract expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing and, after ratification, be signed by the Board and the Association.

B. Information. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to furnish, in response to reasonable requests which are reasonable as to quantity and time, information, including but not limited to annual financial reports and audits, the proposed budget, and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate record or document.

C. Procedure.

1. Representation. Neither party in any negotiations shall have any control over the selection of negotiating

representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

2. Meeting Time. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed. Employees whose work schedule is interrupted by attendance at negotiations shall not be paid for such lost time.

D. Interim Negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement unless both parties agree in writing to the contrary.

E. Modification Clause. 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 III

ASSOCIATION RIGHTS & PRIVILEGES

A. The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings, on approval of the Board Secretary/Business Administrator, provided that this shall not interfere with normal school operations or the work time of employees. The Association shall bear any unusual custodial costs incurred in the Association's use of the school buildings.

B. The Association shall have, in each building, the exclusive use of a bulletin board located in the head custodian's office and in the maintenance garage. Copies of all materials to be posted on such bulletin boards shall be given in advance to the immediate supervisor.

C. The Association shall have the right to use the inter-school mail facility and school mailboxes as it deems necessary.

ARTICLE IV

DEDUCTIONS

A. The Board agrees to deduct from employees' salaries dues and other contributions which said employees individually and voluntarily authorize the Board to deduct. However, in no event shall such other contributions be deducted for the benefit of more than a maximum of 8 agencies designated by the Association.

Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Employees' authorizations shall be in writing.

B. If during the life of this Agreement there should be any change in the rate of membership dues, the Association shall furnish to the Board written notice 30 days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

D. The filing of notice of an employee's withdrawal may be made at any time, in writing, and shall become effective to halt deductions as of July 1st or January 1st next succeeding the date

on which the notice of withdrawal is filed.

E. The Board agrees to deduct from employees' salaries for the pay periods ending on the 15th and the last day of each month money for deposit in the Union County Teachers Federal Credit Union, as said employees individually and voluntarily and in writing authorize the Board to deduct, and promptly to transmit the monies to the Credit Union.

F. Representation Fee.

1. During each school year, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year (i.e., from September 1 to the following August 31) a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed 85% of the membership dues, fees and assessments, provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

a. Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

b. The establishment and continuing maintenance by the Association of a demand and return system in conformance with the provisions of N.J.S.A. 34.13A-5.4 et seq.

2. Prior to November 1 of each year, the Association will submit to the Board a list of those employees who are not members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph c below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

3. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the school year. The deductions will begin with the first paycheck paid:

a. 10 days after receipt of the aforesaid list by the Board; or

b. 30 days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

4. If an employee who is required to pay a representation fee terminates his employment, such termination shall become effective to halt deductions pursuant to this Article as of July 1st or January 1st succeeding the termination of employment, and the Board will deduct the unpaid portion of the fee to such July 1st or January 1st from the last paycheck paid by the Board to said employee during the membership year in question.

5. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. The Association will notify the Board in writing of any changes in the list provided for in paragraph b above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

7. The Association agrees to indemnify and hold the Board harmless against any and all liability which may arise by reason of any action taken or not taken by the Board, its employees and agents in complying with the provisions of this Article, provided that:

a. The Board gives the Association timely notice in writing of any claim, demand, grievance, suit or other form of

liability in regard to which it will seek to implement this paragraph; and

b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

8. It is expressly understood that paragraph 7 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE V

EMPLOYEE RIGHTS

A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other laws of New Jersey or the constitutions of New Jersey or the United States.

B. Nothing contained herein shall be construed to deny or restrict to any employee, or the Board, such rights as they may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to employees and the Board hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any employee is required to appear before the Superintendent, the Board or any committee thereof, for a meeting or conference which does not involve performance evaluation and the purpose of which adversely concerns the continuance of that employee in office, position or employment, or adversely concerns salary or any increments pertaining thereto, he/she shall be entitled to have a representative of the Association present to

advise and represent him/her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation. In addition, an employee who is the subject of a disciplinary investigation shall have the right to an Association representative at any such interview.

D. 1. Employees that are shown on the annexed list have tenure.

2. All other employees do not have tenure.

3. All new employees and all employees without statutory tenure shall be hired with fixed term contracts.

4. Non-tenured employees may not be offered renewal of their fixed term contract, or terminated in accordance with the notice provisions thereof, in the sole and exclusive discretion of the Board, and this action shall not be subject to the grievance procedure under the terms of this Agreement.

5. All disciplinary actions other than those set forth above shall be subject to the grievance procedure. Any actions taken by the Board based upon employee performance and not as discipline for violation of employee conduct standards shall not be subject to the grievance procedure.

a. Disciplinary action may include, but shall not be limited to:

- (1) verbal reprimand
- (2) written reprimand
- (3) suspension with or without pay

- (4) fine
- (5) withholding of increment for disciplinary reasons.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

F. Any criticism by a supervisor, administrator, or Board member of an employee shall normally be made in confidence and not in the presence of students, parents, other employees.

G. No employee shall be disciplined or have compensation reduced without just cause.

ARTICLE VI

BOARD'S RIGHTS

A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.

B. In exercise of its discretionary authority, as aforesaid, the Board reserves the right to implement decisions and make appropriate work rules, except as limited by the specific terms of this Agreement and past practice.

C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:

1. To direct employees within the scope of their contracts in compliance with Board policy;
2. To hire, promote, transfer, assign and retain employees in positions within the school district;
3. To maintain the efficiency of the school district operations entrusted to them;
4. To determine the staff by which school district

operations are to be conducted; and

5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions.

1. "Administrator" is any person or persons acting in a supervisory capacity.

2. "Aggrieved person" is the person or persons or the Association at the request of and on behalf of a group of persons making the claim.

3. "Grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, inequitable application of this Agreement, policies or administrative procedures affecting such employee or group of employees.

4. "Work day" shall be defined as a weekday when employees' attendance is required.

5. "Immediate supervisor" refers to the Building Principal or Maintenance Supervisor, as may be appropriate.

6. "Party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. General Provisions.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting grievances of employees.

2. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement. An aggrieved employee shall institute action under the provisions hereof within twenty (20) work days of the event being grieved. Failure to act within the said twenty (20) work day period shall be deemed to constitute an abandonment of the grievance, unless the immediate supervisor is unavailable during said twenty (20) work days, in which event the parties shall mutually agree to a date for an initial meeting.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth

herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

6. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

7. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, representative, member of the Association, or any other participant in the grievance procedure by reason of such participation.

8. Decisions rendered at all formal levels of this procedure shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted to the designated representative and Association President.

9. All documents, communications and records dealing with the processing of a grievance shall be retained in a separate grievance file and shall not be kept in the personnel file of the participants.

10. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their representatives.

11. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

C. Sequence of Levels for Resolving Grievances.

Level One. Any employee having a grievance shall, within twenty (20) working days of the occurrence thereof, submit said grievance in writing to his/her immediate supervisor or principal, and shall meet with the supervisor in an effort to resolve the matter.

Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) work days after the presentation of the grievance, he/she may file the grievance in writing with the School Business Administrator within ten (10) work days after the decision at Level One, or seventeen (17) work days after the grievance was presented at Level One, whichever is sooner.

Level Three.

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the School Business Administrator, he/she may, within ten (10) work days after a decision by the School Business Administrator, or twenty (20) work days after the grievance was delivered to the School Business Administrator, whichever is

sooner, submit the grievance in writing to the Board of Education.

2. Within fifteen (15) school days after receipt of the grievance, the Board, or a committee thereof, shall review the grievance and hold a hearing on the matter, if requested to do so by a party to the grievance.

3. The Board shall have thirty (30) calendar days from submission to respond.

Level Four: Arbitration.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was submitted to the Board, it may, within ten (10) calendar days after a decision by the Board, or forty (40) calendar days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration.

2. Within ten (10) calendar days after such written notice requesting arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission, and its rules regarding the selection of an arbitrator shall apply.

3. The arbitrator so selected shall confer with the parties and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator's decision shall be submitted to the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, adds to, or detracts from this Agreement. The decision of the arbitrator shall be advisory only, except that with respect to discipline issues, the decision of the arbitrator shall be binding.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

5. Selection of an arbitrator and the submission of any matter to arbitration shall not constitute a waiver by the Board of its right to pursue any remedy available to it under law or equity.

D. Rights of Employee to Representation.

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, representative, member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous.

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may initiate such grievance by submitting it in writing to the School Business Administrator directly, and the processing of such grievance shall commence at Level Two.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the School Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure

shall not be conducted in public and shall include only the aggrieved person and his/her designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

4. Decisions rendered at all formal levels of this procedure shall be in writing, setting forth the decision and the reasons therefor.

ARTICLE VIII

EMPLOYEE EVALUATION

A. 1. Employees shall be evaluated by their immediate supervisor at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their correction.

2. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

No employee shall be required to sign a blank or incomplete evaluation form. An employee's refusal to conference with his/her evaluator or to sign the report shall not preclude the filing of, or action based upon, the evaluation. The staff member shall sign the evaluation when completed, it being expressly understood that said signature in no way indicates agreement with the contents of the report. The staff member shall have five (5) work days after the conference to submit a written response to the evaluation report, and the response shall be attached to the file copy of the report.

B. Personnel Records.

1. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him during such review.

2. Derogatory Material. No material with respect to an employee's conduct, service, character or personality originated by an employee, parent, student or Board member, shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that such material was reviewed by the employee by affixing the employee's signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents of said document. The employee shall also have the right to submit a written answer to such material, which will be attached to the file copy. If the document was either directed to or copied to the employee, no acknowledging signature is required.

3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.

4. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy

of the letter at the time of placement.

ARTICLE IX

PROTECTION OF EMPLOYEES, STUDENTS & PROPERTY

A. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to New Jersey Statutes, 18A:16-6, 18A:16-6.1, and 18A:30-2.1.

ARTICLE X

SENIORITY

A. Seniority will be defined as the employee's length of continuous and uninterrupted service in the pay category (title) in which the employee serves. As an employee is promoted or moved into a higher title, his seniority in that title will date from his/her promotion. If an employee reverts to a lower title, the employee carries down seniority earned in a higher category.

B. Seniority will be broken and will not be maintained if the employee quits or is discharged for cause. Leaves of absence in excess of thirty (30) consecutive days will not count towards calculation of seniority.

C. Seniority shall be utilized in the following circumstances:

1. Vacation. Vacation picks shall be worked out at each site based upon district seniority at each site.

2. Overtime. Overtime assignments shall be rotated as set forth in Article XIII.

ARTICLE XI

NON-DISCRIMINATION

A. Neither the Board nor the Association will discriminate against any employee or those seeking employment because of race, age, creed, color, sex, national origin, marital status, or sexual orientation.

ARTICLE XII

WORK YEAR, WORK DAY & OVERTIME

A. The work year shall be from July 1 through June 30. The work week shall consist of Monday through Friday, except that the Board shall have the right to assign two (2) employees on a Tuesday through Saturday shift.

1. During the summer and when school is not in session, all employees will work a Monday through Friday schedule.

2. The individuals assigned Tuesday through Saturday shall either be a qualified volunteer or the least senior qualified employee.

B. There shall be thirteen (13) paid holidays per year, as determined on the calendar established by the Board.

C. 1. The normal work day for custodial/maintenance personnel shall be eight (8) consecutive hours per day, forty (40) hours per week, which shall be in addition to a 1/2 hour lunch period, which shall be scheduled by the immediate supervisor.

2. Lunch periods shall be established by the immediate supervisor so as to provide continuous coverage within each site. Employees' lunch will not be interrupted except in cases of emergency, and employees shall not leave the premises during lunch breaks when only one custodian is scheduled per shift.

3. The informal practice of breaks currently in effect

shall continue.

4. The current practice regarding shift schedules shall be maintained. Any alteration of the shift schedules shall require two (2) weeks notice to the affected employees, except in case of an emergency. It is further agreed that should a third shift, i.e. midnights, be established, the parties will negotiate regarding compensation.

5. Between November 15th and March 15th, maintenance or custodial personnel assigned to grounds work may be assigned to a revised 8-hour shift ending no later than 9:00 p.m. to complete painting and other interior work. During the summer and while schools are not in session, all staff may be reassigned to the day shift.

6. All employees shall be released up to a maximum of four (4) times during the school year at 3:30 p.m. to attend BHEA general meetings, provided one (1) employee with a Black Seal license shall remain in each building. All employees attending said meetings will be required to sign in.

D. 1. Any time worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half, if such additional work has received prior approval from the immediate supervisor. Approved time off, such as sick leave, personal leave, or vacation leave, shall count towards the forty (40) hours requirement.

2. Overtime worked on Sundays and/or holidays when

school is not in session shall be paid at double time.

a. Double time will be paid for all hours over eight hours of snow removal. Double time will be paid for building checks that are completed on any of the thirteen (13) holidays.

3. Weekend Building Check. Employees shall be paid at the overtime rate for weekend building checks at the following rates:

G.L.H.S.	-	2.5 hours
C.M.S.	-	1.5 hours
Elementary	-	1.0 hours

E. Employees shall be required to report to work for snow removal on "snow days" and will receive their regular day's pay with no premium. Overtime for snow removal or emergency weekend checks is mandatory.

F. If all snow days are used and an employee reports to work for all four 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 employee with approval of their Head Man and with no additional overtime cost to the district.

G. Distribution of Overtime.

1. Overtime work which is required within a specific job classification in a specific school shall be distributed to employees in that classification, and in that school, as follows:

a. A list of employees in the order of hire seniority by classification shall be kept by the Head Custodian or his designee.

b. A list of all employees in the maintenance classification shall be kept in the order of hire seniority for all schools, and shall be kept by the Head Maintenance person.

c. In accordance with current practice, the rotating seniority lists shall include supervisory personnel.

2. The opportunity to work overtime shall be first afforded to the most senior person who can do the job on each respective list, and so on down the list.

3. If non-mandatory overtime work is offered to any person in accordance with the above procedure and that person refused the overtime, then the said person shall be charged with having performed overtime work for purpose of calculation of equal distribution of overtime work only.

ARTICLE XIII

VACATION

A. 1. Full-time custodial/maintenance personnel shall be entitled to the following vacation time:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less than 1 year	1 day for each month of completed service up to a maximum of 10 days
1 through 6 years	2 weeks
7 through 12 years	3 weeks
13 or more years	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 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).

2. Vacation time shall be taken subject to the approval of the immediate supervisor and the Business Administrator/Board Secretary. All vacation should be completed during the months of July and August. However, in the event an employee requests and is granted approval to take vacation during time other than July and August, no additional expense will be borne by the Board of Education as a result of such vacation scheduling, and the remaining employees shall perform the absent employee's duties. Only ten vacation days may be carried to the next year. Any vacation days not used by an employee shall be converted to sick days.

ARTICLE XIV

SALARIES

A. Salary Schedule.

1. The salary schedule of each employee covered by this Agreement for 2004-07 is set forth in Schedule A.

2. Such schedule is attached hereto and made a part hereof.

3. Employees driving a bus shall be paid at the hourly rate equal to their regular hourly rate and subject to the appropriate premium pay according to Article XII.

B. All employees are required to have or acquire, within one (1) year of employment, the black seal license. The Board agrees to reimburse employees for the cost of required courses, tests and fees for initial and subsequent licensure. Additionally, the Board will similarly reimburse employees who are authorized to acquire asbestos, pesticide, or CDL licenses to perform their duties.

C. Longevity.

1. All employees who complete fifteen (15) years of service in the district by June 30, 2001 shall receive a longevity allowance equal to 6% of their gross salary on the salary guide added to their yearly contractual salary.

2. All employees who complete fifteen (15) years of service in the district by June 30, 2001 shall receive a longevity allowance equal to 8% of their gross salary on the

salary guide added to their yearly contractual salary upon the completion of twenty (20) years of service.

3. Effective July 1, 2001, all employees who are covered under the provisions of C-1 and C-2 as noted above will have said longevity frozen at the level at which it was for the 2000-2001 year.

4. Effective July 1, 2001, all employees not eligible for the longevity payments set forth in C.1 and C.2 above shall receive longevity as follows:

Completion of 5 years - \$ 100 additional annual payment
Completion of 10 years - \$ 600 additional annual payment
Completion of 15 years - \$ 1100 additional annual payment
Completion of 20 years - \$ 1600 additional annual payment

These payments are not cumulative.

D. Method of Payment for Employees.

1. Payday shall ordinarily be the 15th and the last day of each month.

2. Exceptions: When a payday falls on or during a school holiday, vacation or weekend, employees shall be paid on the last previous working day.

3. Employees may have their paycheck directly deposited to their account in a bank of their choice, provided the employee's bank offers such service.

E. Sick Leave Incentive Plan. Upon full service retirement, an employee shall receive a lump sum payment equivalent to 1/9 of 1% of the annual salary for each unused

accumulated sick leave day, up to a maximum of 300 days. In the event of death before retirement, the employee's estate shall receive such payment. Full service retirement is defined as retirement at age 55 or older with 25 years or more of service, or retirement at age 60 or after.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave. As of the beginning of each work year, all full-time employees shall be entitled to thirteen (13) sick leave days per year. Any unused sick leave days shall be accumulated from year to year with no maximum limit.

1. Absence for illness in excess of three (3) days shall be certified by the attending physician, stating the nature of illness, and filed with the Board Secretary/Business Administrator. However, for all absences because of illness, the Board Secretary/ Business Administrator shall require a signed statement from the employee certifying the personal illness.

2. In cases of frequent or periodic absences due to illness, even though within the thirteen (13) days allowance, the Board or School Business Administrator may require the employee to submit a certificate of illness from the attending physician, or submit to an examination or examinations by the school physician.

3. Three (3) sick days per year of an employee's thirteen (13) days may be used as family sick days.

4. In the event of an illness which exceeds five (5) consecutive school days, the employee shall notify the Board of the anticipated return date to school in accordance with current practice.

B. Death. Absence because of death in the employee's

immediate household or family (including wife, husband, mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law) shall be allowed with full pay for a period not to exceed five (5) days in each case.

1. Absence because of death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, or any person who has lived in the home of the employee for some time preceding death) shall be allowed with full pay not to exceed three (3) days.

C. Marriage. Any employee will be allowed absence for one (1) day with full pay to attend the wedding of a parent, daughter, son, brother or sister. Request for such absence shall be made to the Board Secretary/Business Administrator. No member shall be entitled to such day for the attendance at his own wedding in the absence of extremely unusual circumstances.

D. Personal Business.

1. An employee shall be allowed three (3) days absence for personal business with full pay in each work year. An absence for personal business shall be allowed only by the building Principal, provided a written request has been made at least three (3) school days in advance of such absence, except in cases of emergency. An employee shall not be required to state the reasons for his absence. Approval for a personal business absence by the building Principal shall not unreasonably be

denied.

2. A personal business day is not available for use on days immediately preceding or following a school holiday or vacation period.

3. Notwithstanding the foregoing, one (1) of an employee's personal business absences may be used at any time, with the prior approval of the Board Secretary/Business Administrator of the requested day.

4. For any employee who has been working in the district for one (1) year or more, his unused personal business days shall be accumulated as sick leave days. By law, a combined total of fifteen (15) days sick and personal can be accumulated in the sick leave bank.

E. Emergency. Any absence in the nature of an emergency, and deviating from those listed in this Article, must be explained to the Board Secretary/Business Administrator in writing. He may then make recommendations to the Board concerning pay for such absence. No claim for payment for absence in the nature of an emergency shall be made until all personal days have been utilized. The Board Secretary/Business Administrator shall, within thirty (30) school days of receipt of a written explanation, notify the employee who is requesting such pay of the Board's decision as to whether the employee will be paid for the day's absence, and payment shall be made within thirty (30) days of the Board's favorable decision.

F. Temporary Leave. A tenured employee may be granted a leave of absence due to a physical or mental disability. This disability must be certified by a physician designated and paid by the Board. The leave may or may not contain provisions of salary. No employee granted a leave of absence under this Section will be allowed to return to employment until he shall have been certified by a physician, designated and paid by the Board, as capable of performing the duties assigned. No temporary leave of absence will extend beyond two (2) years. The Board, in its discretion, may grant such a leave to a non-tenured employee.

G. Maternity/Disability, Child Care and Adoption Leaves of Absence.

1. Pursuant to state and federal law, disabilities resulting from pregnancy and childbirth are to be treated the same as any other disability. In addition, employees, under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act, who have met the service requirements thereunder are entitled to twelve (12) weeks of leave, with or without pay, for purposes of illness and/or child rearing.

a. Any employee may, therefore, for purposes of maternity/disability only, utilize their accumulated sick leave under the conditions set forth for such use in Section A; or

b. May utilize, if eligible, the 12-week period under the Family Leave Act for purposes of disability and/or subsequent child care. To the extent a physician certifies that some portion of said twelve (12) weeks is related to disability, accumulated sick leave may be utilized to receive pay in accordance with the sick leave provisions of this Article; or

c. The employee may apply for a child care leave in accordance with Section 2 of this paragraph G.

2. Any employee shall, upon request, be granted a leave of absence without pay, except as provided in Section (a) below, for purposes of child care. The leave shall commence at the time specified by the employee and shall terminate at the end of a period for child care, which will coincide with the end of a semester of a school year, or such other date as the employee and the Board shall agree upon; except that a tenured employee may not extend the leave beyond September 1 of the second succeeding school year following the year in which any consecutive leave commenced, and a non-tenured employee may not extend the leave beyond the termination date of the employment contract. This leave encompasses, and is not in addition to, any leave entitlement under the Family Leave Act.

a. If any employee commences leave at the beginning of a disability, she may, if she desires, use her accumulated sick leave for the period of disability related to pregnancy and childbirth. The period of disability, for the

ending one (1) month after the actual delivery, or such different period of actual disability as shall be certified to the Board by a licensed physician.

b. Any employee shall, upon request, be granted a similar leave of absence without pay to care for a child upon the adoption of such child.

c. Upon request, a tenured employee may be granted one (1) consecutive child care leave of absence. A consecutive leave shall commence at the termination of the preceding leave and shall terminate in accordance with the termination provisions set forth in Section 2.

H. Other Leaves. Upon recommendation of the Board Secretary/ Business Administrator, the Board may grant other leaves of absence to any tenured employee for a period of time up to one (1) year's duration for such purposes as the Board, in its discretion, shall determine to be in the best interests of the District.

I. Notice of Intent to Return From Leave. By March 1 of any contract year, the Board Secretary/Business Administrator shall send by certified mail to any employee who is on leave of absence which will extend beyond April 1, a request for notification of the employee's intentions to return to his/her employment for the next school year. By April 1, the employee shall return to the Board Secretary/Business Administrator his notification of intention to return. If the employee fails to

return said notification, the Board Secretary/Business Administrator may proceed to fill the employee's position for the next school year.

ARTICLE XVI

INSURANCE COVERAGE

A. Up to the dollar limitations provided below, the Board will pay for the existing health and hospitalization insurance and the existing major medical insurance (the Traditional Plan) for each employee who wishes such coverage, and for dependent coverage. The group plan shall provide for 365-day coverage and "prevailing rate" coverage. The major medical lifetime maximum benefit shall be \$1,000,000. 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 equal or better than that presently existing. The Board also offers a Designated Provider Plan (DPP), and the employees may select either the DPP or the Traditional Plan. The maximum annual contribution by the Board for these insurance coverages for an employee and his dependents shall not exceed the following dollar limitations:

1. Health Insurance Caps:

	<u>Traditional</u>	<u>DPP</u>
Single	\$ 5,262	\$4,594
Parent & Child	7,843	6,980
Husband & Wife	9,898	8,809
Family	10,039	8,935

In the event that the cost of insurance premiums exceeds the stated caps, the Board agrees to pay any excess, except as noted in A.2 below.

2. Employees qualifying for medical benefits after July 1, 1994 may select either:

a. The DPP coverage, for which the Board will pay the cost as set forth in A.1 above; or

b. The Traditional coverage, for which the Board will pay the same amount as the cost of the DPP coverage and the employee and the Board will each contribute 50% of the excess cost of the Traditional Plan over the DPP premiums for the selected category of coverage.

3. The health insurance plan shall include a mandatory second opinion for surgery. The costs for such second opinion shall be fully paid by the plan.

4. The major medical co-insurance threshold shall be \$4,000 effective January 1, 1998.

5. The deductible for major medical insurance shall be \$200 for individuals, and \$800 for families.

6. Non-surgically related outpatient laboratory fees and x-rays shall be subject to the normal major medical deductibles and coinsurance.

7. The health insurance plan shall include pre-admission certification and continued stay review.

8. The Designated Provider Plan referred to in A.1 above is the CIGNA Flex-Care-DPP-94 in effect on July 1, 1994.

B. In addition to the insurance program set forth in Section A, up to the dollar limitations provided below, the Board

will pay for the existing dental insurance program. The maximum benefit for each covered individual shall be \$2,000 as of January 1, 1998. The maximum annual contribution by the Board for this coverage for an employee and his dependents shall not exceed \$500 in each year of the Agreement.

In the event that the cost of dental insurance premiums exceed the stated caps, the Board and the employees agree to each pay 50% of any excess.

C. The Board shall institute a pre-tax health care spending account according to IRS Section 125.

D. Any employee who waives health insurance coverage in accordance with the District plan shall receive an annual payment in lieu thereof of \$2,000.

ARTICLE XVII

POSTING OF VACANCIES

A. The Board agrees to post, at places where notices to employees are normally posted, a Notice of Vacancy for any position which is intended to be filled, for a period of fourteen (14) calendar days, and a copy provided to the Association President.

B. Employees desiring to apply for the vacancy, either as a promotion or a lateral transfer, may submit a written application in accordance with the posting.

C. Nothing contained herein shall be construed to limit in any manner the Board's right to fill the vacancy on a temporary basis (not to exceed 90 days), nor to select the candidate of its choice for regular appointment to the position.

D. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual support staff member shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

E. Notice of an involuntary transfer or reassignment to a different shift shall be given to employees as soon as is practicable, and except in cases of emergency, not later than two (2) weeks prior to the start of the new assignment.

F. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the School

Business Administrator shall meet with him/her. The employee may, at his/her option, have an Association representative(s) present at such meeting.

ARTICLE XVIII

COMPLAINT PROCEDURE

1. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person, which does or may influence evaluation of that employee shall be made known to the employee by the Principal or immediate superior, who shall meet with the employee to apprise the employee of the full nature of the complaint. The employee shall have full opportunity to present his position regarding the complaint and respond in writing to any written complaint.

2. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XIX

UNIFORM ALLOWANCE

A. Employees shall 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.

B. Employees will be permitted to order up to eleven (11) units of work uniforms per year to be paid for by the Board.

Units are defined as follows:

Shirt or 2 T-shirts.....	1 unit
Pants.....	1 unit
Belt.....	1 unit
Coveralls.....	2 units
Jacket.....	2 units
Rain gear.....	3 units
Hooded jacket or sweatshirt...	3 units
Coat.....	3 units

C. In addition, employees may order two (2) uniform T-shirts per year, and one (1) uniform hat every two (2) years, at Board expense.

D. The Board will provide an allowance of up to \$250 per year for ordering approved work boots/shoes from the Board-selected provider.

E. 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.

F. Raingear will be supplied by the Board where missing and replaced if torn or unwearable.

ARTICLE XX

SEVERABILITY AND SAVINGS CLAUSE

A. If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. During the term of this Agreement, neither party will be required to negotiate with respect to any subject, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless both parties agree, in writing, to the contrary.

ARTICLE XXII

CALL-IN TIME

A. Any employee "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.

B. Any employee called in to work after the termination of his regular shift shall be guaranteed three (3) hours pay at the premium rate hereinabove referred to for work performed that is completed within three (3) hours or less. If the work performed exceeds three (3) hours, then the hours multiplied by the appropriate premium rate shall be the amount of pay earned for the call-in.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007, 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.

ATTEST:

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

WILLIAM VAN TASSEL
Secretary

BY: _____
President

ATTEST:

BERKELEY HEIGHTS EDUCATION
ASSOCIATION

Secretary

BY: _____
President

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