

AGREEMENT

between the

MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and the

MERCER COUNTY SPECIAL SERVICES SUPPORT STAFF
ASSOCIATION

covering the period

July 1, 2007 to June 30, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
I	PURPOSE OF THIS AGREEMENT	3
II	RECOGNITION	3
III	NO STRIKE CLAUSE	3
IV	GRIEVANCE PROCEDURE	4
V	PERSONAL DAYS	6
VI	FULLY BARGAINED CLAUSE	6
VII	EMPLOYEE REPRESENTATION	7
VIII	NO DISCRIMINATION CLAUSE	7
IX	SENIORITY	7
X	WAGES	8
XI	SICK LEAVE	9
XII	BEREAVEMENT LEAVE	10
XIII	HOURS OF WORK	11
XIV	HOLIDAYS	12
XV	SEVERABILITY CLAUSE	12
XVI	DUES CHECK-OFF	13
XVII	VACATIONS	13
XVIII	LEAVE WITHOUT PAY	14
XIX	INSURANCE AND FRINGE BENEFITS	15
XX	AGENCY SHOP	17
XXI	MISCELLANEOUS	17
XXII	DURATION	17
	SALARY GUIDES	18 - 20

PREAMBLE

This Agreement, entered into this 1st day of July, 2007, by and between the Board of Education of the Mercer County Special Services School District (hereinafter referred to as the "Board") and the Mercer County Special Services Support Staff Association/NJEA, (hereinafter referred to as the "Association").

ARTICLE I PURPOSE OF THE AGREEMENT

This Agreement contains the agreements of the parties regarding wages, salaries, terms and conditions of employment that shall be binding on the parties for the term of the Agreement.

ARTICLE II RECOGNITION OF THE ASSOCIATION

The Board of Education does hereby recognize the Mercer County Special Services Support Staff Association/NJEA, as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full-time salaried, part-time salaried, full-time hourly and part-time hourly cleaning, clerical, custodial, transportation employees of the school district, Specialists and Computer Technician with the following exclusions: Secretary to the Superintendent, Secretary to the Board Secretary, Secretary to the Assistant Superintendent, the Transportation, Accounts, Benefits and Human Resources Coordinators, all supervisors, all employees not doing clerical, custodial or transportation work, all students employed on a part-time summertime or seasonal basis, all employees hired for a limited term such as summer workers.

ARTICLE III NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Mercer County Special Services School District is of paramount importance to the citizens and community and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the period when it is the majority representative of the employees in the unit described in Article II, neither the Association or any members of the Association, or any members of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow down, walkout, or other job action against the School District. The

Association agrees that any such action will constitute a material breach of this Agreement on the part of the Association, its members and members of the bargaining unit and will render this Agreement null and void.

- C. The Association agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members to cease and desist from such activities immediately and to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order. The Association agrees that it will undertake any necessary actions at its own expense to terminate any of the above activities on the part of its members of the bargaining unit.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definition

1. "Grievance" is a claim by an employee based upon an interpretation, application or violation of this Agreement, written Board policies or administrative decisions affecting the terms and conditions of employment of said employee. As used in this Article the term employee shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.
2. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) working days of its occurrence.
3. All time limits stated in this Article shall be considered in terms of working days.

B. Procedure

1. Failure by a grievant or the Association to process a grievance at any step within the specified time limits shall render the grievance waived as settled. Failure by the School District to respond to a grievance at any step within the specified time limits shall advance to the next step.
2. Time limits may be extended by agreement of the parties.

STEP I An informal meeting between the employee affected and his/her immediate supervisor (Association may, if the affected employee prefers, handle the grievance for Step I).

STEP II If the grievance is not settled at STEP I, it will be presented in writing, to the immediate supervisor within ten (10) days of the decision of the immediate supervisor at Step I, specifying:

- a. The nature of the grievance and the date of its occurrence.
- b. The results of the previous discussions.
- c. His/her dissatisfaction with the discussions previously rendered.
- d. Relief sought.

The immediate supervisor shall respond in writing within seven (7) days.

STEP III

If the grievance is not resolved at STEP II, a meeting shall be held between the grievant and his/her designee and the Superintendent or his/her designee within ten (10) days after the response at STEP II. The School District must respond in writing within fifteen (15) days of said meeting. The appeal to the Superintendent of Schools shall be made in writing reciting the matter submitted to the immediate supervisor as specified in STEP II and the employee's dissatisfaction with the decision previously rendered and whether a meeting with the Superintendent is desired.

STEP IV

At the option of the Board, the Board may, prior to or following the Submission of the grievance to arbitration, review the grievance and, at its option, hold an informal hearing with the grievant and his/her representative, and render a written decision. This review may be at the initiation of the Board, or in response to a request from the employee or his/her representative. This entire process shall be concluded no less than thirty (30) calendar days after the decision by the Superintendent or his/her designee at STEP III above. If the grievance concerns Board policy or administrative decisions, the Board shall review the grievance and, at the request of the Association, shall hold an informal hearing and render a written decision.

STEP V

- A. 1. A grievance not settled during the foregoing steps shall be referred to arbitration within ten (10) days of STEP III response or ten (10) days of STEP IV (optional) response by notifying the other party in writing. If the parties cannot agree on an arbitrator they shall ask for a list of arbitrators from PERC and abide by PERC rules.
2. Both parties agree to accept the decision of the arbitrator as final and binding. The arbitrator shall not have the power to add to, to ignore, or to modify any of the expressed terms and conditions of this locally negotiated Agreement. The arbitrator shall have no power to make an award inconsistent with law. Only grievances alleging a violation,

misinterpretation, or misapplication of the express written terms of the locally negotiated agreement may proceed to arbitration.

3. The parties agree that the following Article is excluded from STEP V – Arbitration.

ARTICLE VII – DISCRIMINATION

4. The expense of the arbitrator including his/her fee, if any, shall be shared equally by the parties. Each party shall pay its own costs of preparation and presentation.
- B. Failure by a grievant or the Association to process a grievance at any step within the specified time limits shall render the grievance waived as settled. Failure by the School District to respond to a grievance at any step within the specified time limits shall advance it to the next step.

ARTICLE V PERSONAL DAYS

- A. Employees may request up to three (3) paid personal days per fiscal year. The employee's supervisor has the authority to approve or disapprove such requests. If the request is not approved, no personal days may be taken. Such requests shall not be unreasonably denied. Personal leave allowances will be pro-rated for part-time employees (See Article XIX).
- Example:* An employee whose regular work week is five (5) four-hour days will be eligible for up to three (3) four-hour days per calendar year.
- B. Personal leave may be taken for personal business that cannot be handled outside of school hours such as legal appearances, house closings, and matters of urgent personal business. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Such personal days shall not be accumulated from year to year.
- C. Requests for leave must be made five (5) work days prior to the date requested off, except in cases of emergency.
- D. Unused personal days shall convert to sick days at the end of the year.

ARTICLE VI FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of

negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

**ARTICLE VII
EMPLOYEE REPRESENTATION**

- A. Employees covered by this Agreement have the right to be represented on their own motion by a representative of the Association, The Association's attorney or a representative of their own choosing, at any meeting called by the employee's supervisor which is investigatory in nature and from which the employee can reasonably expect discipline to result. The inability of the employee to secure a representative will not be cause to delay the meeting beyond three (3) days. This right to representation specifically does not apply to evaluation conferences, whether formal or informal, nor to any meeting called to impose discipline.
- B. Whenever any representative of the Association or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss in pay.

**ARTICLE VII
NO DISCRIMINATION CLAUSE**

The parties agree that there shall be no discrimination by the Board or the Association towards the employees as to Association membership status or as to employees serving in office for the Association.

**ARTICLE IX
SENIORITY**

- A. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hire.
- B. During the term of the ninety (90) days probationary period, such employees shall be entitled to all rights and privileges of this Agreement. Such employees may be terminated at any time during this period of ninety (90) days without recourse whatsoever. After the completion of the ninety (90) day trial period, seniority shall be effective as of the original date of hire.
- C. Seniority shall mean length of continuous service with the School District and shall be cumulative on a district wide basis.
- D. An employee shall lose all seniority rights for one or more of the following reasons:
 - 1. Voluntary resignation.
 - 2. Discharge for just cause.

3. Failure to return to work within five (5) working days after being recalled by registered mail return receipt requested, unless due to actual illness or accident.
4. Layoff for a continuous period of more than two (2) years.
- E. Any anticipated or planned reduction in force shall not be implemented or take effect without ten (10) days prior notice to the Association and the employee affected. Seniority shall not be accumulated during the period of layoff. Upon recall the employee shall be entitled to the seniority accumulated at the date of layoff. The School Board shall implement the provisions of New Jersey Public Laws Title 18A, Section 17-2 and 17-3 as to tenure.
- F. Notice of an open position shall be posted in each building no less than ten (10) days prior to the closing date for applications. The notice shall specify the job title, location, salary range, hours, minimum qualifications, and closing date for making applications.

ARTICLE X WAGES

- A. New hires shall be placed on the salary guide at a step to be negotiated between the district and the employee, except that in no case shall a new hire be placed above or move beyond Step 10.
- B. Employees who are promoted within their craft (Clerk, Secretary, Principal Secretary, Specialist, Van Driver, Custodian, Maintenance, Cleaner, Computer Technician) shall be placed two steps on the guide for the new position below the same step as on the guide for their old position. For example, a Secretary on Step 4 moves, when promoted, to Step 2 of the Principal Secretary guide. Salary adjustments for promotions across crafts shall be subject to case-by-case determinations by the Board.
- C. 1. All employees covered by this Agreement shall be eligible for the following longevity bonuses.
 - a. After serving five (5) consecutive years, the employee shall receive an annual bonus on top of salary of two percent (2%) of his/her current rate.
 - b. After serving seven (7) consecutive years, the employee shall receive an annual bonus on top of salary of three percent (3%) of his/her current rate.

- c. After serving ten (10) consecutive years, the employee shall receive an annual bonus on top of salary of four percent (4%) of his/her current rate.
 2. Years of service shall be continuous full-time or prorated part-time or any mixture thereof.
 3. This bonus shall be added to the employee's base salary for purposes of calculating future raises, and shall be paid in equal installments over the succeeding twelve (12) months.
- D. Employees assigned to do the work of an absent co-worker of a higher classification shall receive an upgrade of \$10 per day after seven (7) consecutive days, in addition to his/her regular salary. "Absence" under this paragraph, specifically excludes vacation periods.
- E. The Board will pay a stipend to any custodial/maintenance employee who has a pesticide application license as of July 1, 2001, or who after July 1, 2001, at the written request of the Board, obtains such a license in the future. The pesticide stipend shall be \$500.00 per year effective July 1, 2004. Effective July 1, 2001, the Board will pay a stipend to any custodial/maintenance employee who has a black seal license as of July 1, 2001, or who after July 1, 2001, at the written request of the Board obtains such a license in the future. The black seal stipend shall be \$300.00 per year. Effective July 1, 2004, the Board will pay a stipend to any custodial/maintenance employee who has a CDL license as of July 1, 2004, or who after July 1, 2004, at the written request of the Board obtains such a license in the future. The CDL stipend shall be \$50.00 per year. All such stipends shall be paid in twenty-six (26) equal monthly installments.
- F. 1. New employees shall move up on the salary guide who have begun work in the district no later than September 1st of the preceding school year.
2. There shall be no incremental movement following the expiration of this agreement, unless such movement is agreed to in negotiations for a successor agreement.

ARTICLE XI SICK LEAVE

- A. Full-time employees are entitled to one (1) full working day of sick leave credit for each full month of service from the date of appointment through June 30 of the fiscal year in which appointment occurs. At the beginning of all new fiscal years thereafter, twelve (12) days of sick leave with pay shall be credited in advance in anticipation of continued employment for the full fiscal year. Sick leave will be pro-rated for part-time employees.

Example: Employees whose regular work week is five (5) half days are entitled to twelve (12) half days of sick leave per year if twelve (12) month employees or ten (10) half days if ten (10) month employees.

- B. An employee shall earn one (1) full sick leave credit by working seventy-five percent (75%) of the scheduled work days in any given month. One-half (1/2) day credit shall be earned by working thirty percent (30%) or more of the scheduled work days in any given month. No credit will be given for less than working thirty percent (30%) of the scheduled work days in any given month.
- C. No credit for sick leave will be granted for periods of unexcused absence or leave without pay.
- D. An employee who has been absent on sick leave for three (3) or more consecutive days may be required to furnish medical evidence substantiating the illness, at the discretion of the Superintendent. The Superintendent shall have the cases of less than three (3) days to request medical evidence if reasonable doubt exists as to if the employee has abused sick leave. Abuse of sick leave shall be cause for denying paid sick leave and/or disciplinary action.
- E. All employees shall be granted two (2) family illness days with full pay in any fiscal year. Family illness days accumulate to a maximum of ten (10) and are not payable as accumulated sick leave to the estate of a deceased employee or upon the employee's termination, retirement or disability.

ARTICLE XII BEREAVEMENT LEAVE

All employees shall receive up to five (5) days leave per calendar year in the event of a death of a spouse, parent, step-parent, child, brother, sister, spouse's parent, spouse's step-parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent. Such leave shall be separate and distinct from any other leave. All employees shall receive one (1) additional day to attend the funeral of a friend outside the above named family. The Superintendent may grant up to an additional three (3) days after said employee has exhausted all personal leave under Article V of this Agreement. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. Part-time employees shall be entitled to pro-rated bereavement days and funeral days.

**ARTICLE XIII
HOURS OF WORK**

- A. All full-time salaried secretaries and clerical shall work eight (8) hours per day, with a one (1) hour duty-free lunch period each day. The schedule shall be Monday through Friday. On days when teacher attendance is not required the workday shall be one (1) hour less with no loss in pay.
- B. All part-time salaried employees shall have pre-scheduled hours for any given week, Monday through Friday. The schedules may vary from week to week.
- C. All part-time hourly employees shall have flexible schedules Sunday through Saturday.
- D. All full-time custodians shall work eight (8) hours per day, with a one-half (1/2) hour duty-free lunch period each day. Custodians shall not be required to punch in or out at lunchtime. The regular schedule shall be Sunday through Saturday.
- E. All work in excess of forty (40) hours in a week for clerical employees and in excess of forty (40) hours in a week for custodians shall be paid at the rate of time and one-half. Holiday hours worked shall be paid at holiday pay plus time and one-half per hour actually worked. If overtime is worked during a week in which there is a holiday, the holiday shall count as a day worked for the purposes of calculating overtime. All hours worked on a Saturday or Sunday shall be paid at the rate of time and one-half unless the Saturday or Sunday is part of the regularly scheduled work week for the employee.

All hours worked on Saturdays and Sundays shall be paid at the rate of time and one-half. Custodians and custodian/maintenance staff may be required to work on Saturday as part of their five day work week, up to eight (8) times per year, and no more frequently than once every six (6) weeks without receiving overtime pay.
- F. Overtime worked shall be approved in advance by the Superintendent or his/her designee. The Superintendent regains the right to assign overtime work as needed.
- G. An employee may request the granting of compensatory time in lieu of overtime pay, but such request shall be subject to advance approval by the Superintendent or his/her designee. Compensatory time shall be earned at the same rate as overtime pay is earned.
- H. A fifteen (15) minute break shall be granted to all employees in the morning and the afternoon.

ARTICLE XIV HOLIDAYS

All full-time employees shall receive paid days off in observance of the following holidays:

Independence Day
Labor Day
Columbus Day
Veterans' Day
N. J. E. A. Convention – two (2) days
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Thanksgiving Recess – two (2) days
Christmas Recess – two (2) days
New Year's Day – two (2) days

Part-time employees will receive prorated holiday pay.

Example: An employee whose regular work week is five (5) four-hour days will receive four (4) hours pay for each holiday in the same manner as full-time employees. (See Article XIX).

The holiday schedule for ten (10) month full or part-time employees shall be the same as twelve (12) month employees with the exception of Independence Day.

Labor Day shall be a holiday for ten (10) month employees if their first day of work is before Labor Day.

Annually, in the month of June of each year, the School District shall publish the schedule of holidays. The holiday schedule may vary from year to year based upon the days of observance.

ARTICLE XV SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent to affected clause.

ARTICLE XVI DUES CHECK-OFF

The employer agrees to deduct from the earnings of such employee, association member dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the School Board 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 School Board in reliance upon salary deduction authorization cards submitted by the Association to the School Board.

ARTICLE XVII VACATIONS

- A. Full-time twelve (12) month employees are entitled to one and one-quarter (1-1/4) full working day of vacation credit for each full month of service from the date of appointment through June 30 of the year in which the appointment occurred. During this period, an employee shall earn one and one-quarter (1-1/4) full vacation credit by working seventy-five percent (75%) of the scheduled work days in any given month. One-half (1/2) day credit shall be earned by working thirty percent (30%) or more of the scheduled work days in any given month. No credit will be given for less than working thirty percent (30%) of the scheduled work days in any given month.
- B. For each succeeding fiscal year following the year in which appointment occurred; full-time employees are entitled to the following vacation days for a fiscal year:
- | | |
|---------------------------------|---------|
| 1 – 3 years service - | 15 days |
| 4 – 12 years service - | 18 days |
| 13 – 20 years of service - | 23 days |
| More than 20 years of service - | 28 days |

In accordance with Article XIX, B., part-time employees will be entitled to prorated . . .

Example: A twelve (12) month employee with ten (10) years of service whose regular work week is five (5) four-hour days will be entitled to a vacation of fifteen (15) four-hour days.

- C. When an employee moves into a full-time position from a part-time position, he or she shall receive credit on a prorated basis for the years of part-time service for purposes of calculating his/her vacation entitlement in his/her full-time position. For example, an employee with four (4) years of fifty percent (50%) service would be credited with two (2) full years of service for calculating vacation as a full-time employee ($4 \times 50\% = 2$ years); an employee with four (4) years of eighty percent (80%) service would be credited with three (3) full years of service ($4 \times 80\% = 3.2$ years).

- D. Unused vacation credits may be carried over for one (1) fiscal year. An employee may carry no more than two (2) fiscal years of vacation credit at the end of a fiscal year. No credit or pay will be made for unused vacation days in excess of two (2) fiscal years' credit.
- E. Use of vacation credit must be approved by the Superintendent of Schools. Scheduling of vacation time shall be subject to the needs of the district, the need for an employee's service and the interrelationship of vacation schedules of all employees. Where, in the judgment of the Superintendent, these factors are equal, vacation requests shall be granted to employees in the order of seniority.
- F. No vacation credit shall be granted for periods of unexcused absence and leave without pay.
- G. Payment to the estate of deceased employee will be made for unused earned vacation days.
- H. Employees who retire or separate from the district shall receive pay for unused earned vacation days carried from previous years and the pro-rated portion of vacation days earned in current fiscal years.
- I. Employees who have used vacation credit in excess of that earned shall make payment to the district for such excess credit upon separation.
- J. Commencing July 1, 2002, and all school years thereafter, all secretarial employees shall receive two (2) days off annually during the Winter break, which days shall be selected by the Board.
- K. Employees may elect to have the Board purchase up to five (5) accrued vacation days each year, and must apply in writing by April 30th, on forms provided by the Board.

**ARTICLE XVIII
LEAVE WITHOUT PAY**

- A. Employees may apply for leaves without pay. The application for such leaves must be made in writing and must be submitted at least ten (10) calendar days before the next regular School Board meeting at which time the request will be considered by the School Board.
- B. The Board will grant voluntary unpaid leaves of absence for the purposes of childcare of an infant. Approval is conditional upon adequate staffing as determined by the Board of Education. No requests will be unreasonably denied.

Childcare leaves shall begin immediately following the pregnancy-disability period. Childcare leaves will terminate at the end of the school year in which they begin. Extensions of childcare leave may be one-half (1/2) school year or one (1) full school year at the request of the employee and the approval of the Board.

Childcare leaves shall be applied for no less than ninety (90) days prior to the anticipated delivery date.

In case of an adoption, notice shall be given to the employee's supervisor when the employee is approved by the adoption agency. Application shall be made for a specific leave period as soon as the employee is informed of the anticipated date of physical custody of the child. Commencement shall be upon physical custody of the child, and termination shall be as per other childcare leaves.

ARTICLE XIX INSURANCE AND FRINGE BENEFITS

All employees shall receive the following benefits:

- A. Employees shall be eligible for lump sum payment of accumulated sick leave upon retirement at the rate of one-half (1/2) the average daily rate of pay received in the preceding twelve (12) months of active employment times the number of accumulated days, to a maximum of twelve thousand dollars (\$12,000.00).
- B. Part-time employees who regularly work an average of twenty (20) hours per week shall receive prorated sick leave, personal days, bereavement days, funeral days, vacation and holiday pay, and the insurance coverage provided in this article.
- C. 1. The Board will maintain a hospital/surgical (major medical health insurance plan for employees and their families, comparable to the plan in effect at the time of ratification of this Agreement. If the cost of a health maintenance organization is greater than the cost to the Board of the health insurance plan, the employee shall pay the difference.

Effective July 1, 1995, deductibles under the hospital/surgical/major medical plan will be \$200.00 single/\$400.00 family.

Effective July 1, 1996, co-insurance shall be 20% of the first \$4,000 in expenditures, with no co-insurance thereafter.

Effective July 1, 1997, a mandatory second surgical opinion rider will be added to the plan.

2. The Board will also provide family prescription drug insurance with a ten dollar (\$10.00) generic/fifteen dollar (\$15.00) name brand/five dollar (\$5.00) mail order co-pay, and family dental insurance comparable to the insurance's in effect at the time of ratification.
3. Effective July 1, 1990, the Board will pay the full premiums for individual and family dental insurance, up to a limit of the premium rates in effect on June 30, 1995. Effective July 1, 2003, the Board shall pay all dental premiums for all employees and the dental rider regarding the maximum annual benefit level shall increase to Fifteen Hundred (\$1,500.00) Dollars.
4. The parties agree to reopen negotiations at the request of either party over health insurance, if health insurance is modified in any other negotiations unit in the district.
5. Single coverage will be provided for all insurances for new staff hired before January 1, 2002, for the first thirty-six months of continuous employment with the district. Such staff may purchase dependent coverage as well (whether husband/wife, parent/child or family) during their first thirty-six months of employment. If such staff member selects any of the health plans offered by the district except for the traditional indemnity plan, then the employee shall pay the sum or \$10.00 biweekly for dependent coverage for the first thirty-six months of employment. After completing thirty-six continuous months of employment immediately preceding the fourth year of employment with the district, the Board will then pay the full cost of dependent coverage in any plan offered to the rest of the bargaining unit except for the traditional indemnity plan. If such employee selects the traditional indemnity plan, then the employee shall pay the entire cost of the dependent coverage in the traditional indemnity plan for the entire time they are employed by the district commencing on their date of hire.
6. Single coverage will be provided for all insurances for new staff starting their employment in the district after January 1, 2002. Such staff may enroll in any health insurance plan offered to the rest of the bargaining unit except for the traditional indemnity plan which shall never be available to employees starting after January 1, 2002. Should the employee choose dependent coverage as well (whether husband/wife, parent/child or family), then the employee shall pay the sum of \$10.00 bi-weekly for the first thirty-six months of employment for such dependent coverage. After completing thirty-six continuous months of employment immediately preceding the fourth year of employment with the district, the Board will then pay the full cost of single and dependent coverage in any plan offered to the rest of the bargaining unit except for the traditional indemnity plan.

D. The Board agrees to pay the full cost of Trustmark Disability Income Protection Insurance, effective July 1, 1986. It is understood that the plan benefits and rates shall reflect appropriate increases to at least equal to that provided under the New Jersey Temporary Disability Benefits Law s mandated by N.J.S.A. 43-21-42.

E. Health Insurance Waiver Payments:

The Board will make the following payments to employees who voluntarily waive their medical, prescription and/or dental insurance coverage.

	<u>Medical</u>	<u>Prescription</u>	<u>Dental</u>
Single	\$1,000	\$ 400	\$150
Parent/Child	\$1,500	\$ 600	\$250
Husband/Wife	\$2,000	\$ 800	\$350
Family	\$3,000	\$1,000	\$350

Payments will be made one half in December and one half in May. Proof of alternative coverage is required. Employees will be eligible for re-enrollment "Cobra" life circumstance changes. The Board will create and pay for Sec. 125 accounts for participants.

ARTICLE XX AGENCY SHOP

- A. The agency chop provision is part of this agreement.
- B. All employees hired who are not dues paying members of the Association must pay to the Association an agency fee equal to 85% of the current dues rate.

ARTICLE XXI MISCELLANEOUS

- A. Employees who are called in to work at a time not contiguous to their regular work hours will be paid for a minimum of three (3) hours at their appropriate pay rates.
- B. The Association will designate two members (one custodial/maintenance employee and one clerical employee) to serve on the Board's Safety Committee.

ARTICLE XXII DURATION

This Agreement shall cover the period from July 1, 2007 to June 30, 2010. All of its provisions shall only be effective upon the ratification of both parties, and none of its provisions shall be considered retroactive to the period prior to ratification unless specifically so state in this agreement