

2308

# **AGREEMENT**

between the

**SOUTH RIVER BOARD OF EDUCATION**

and the

**SOUTH RIVER CUSTODIAL, FIELD AND  
MAINTENANCE EMPLOYEES ASSOCIATION**

**July 1, 1994 to June 30, 1996**

**July 1, 1996 to June 30, 1999**

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## PREAMBLE

This Agreement is entered into this 1st day of July, 1993 between the South River Board of Education, hereinafter called "the Board" and the South River Custodial, Field and Maintenance Employees' Association, hereinafter called "the Association."

## ARTICLE I

### RECOGNITION

- A. The South River Board of Education recognizes the Custodial, Field, and Maintenance Association as the exclusive representative for collective negotiations and terms and conditions of employment for the following unit of employees:
- Custodians, Fieldmen, and Maintenance personnel employed under the annual contract on a full-time basis and part-time employees employed on a prorated annual contract.
- B. Unless otherwise indicated, the term "Employee" when used hereafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit.
- C. Unless otherwise indicated, the term "Employee" and the use of any personal pronoun when used hereinafter in this Agreement shall refer to all employees - both male and female - represented by the Association in the negotiating unit as defined above.

## ARTICLE II

### BOARD OF EDUCATION RIGHTS

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operations and activities of the school district.
- B. The employees acknowledge that the employees of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the employees agree that such action would constitute a material breach of the Agreement.

Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

**ARTICLE III**  
**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- A. The parties shall commence negotiations in accordance with N.J.A.C. 19:12-2.1(a) unless the Board and the Association mutually agree to an extension of time in writing.
- B. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.
- C. 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 IV**  
**GRIEVANCE PROCEDURE**

A. Definition of Terms

- 1. Grievance - A claim by a member of the Custodial, Maintenance and Fieldmen Association based upon an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement as required by Paragraph 7, Chapter 303 Laws. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) school days of its occurrence.
- 2. Aggrieved Person - The person or persons making the claim.
- 3. Party in Interest - The person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

- 1. Level One - An employee with a grievance shall first discuss it with his principal or immediate supervisor, with the objective of resolving the matter informally.
- 2. Level Two - In the event that the aggrieved person wishes to pursue his grievance further, he shall submit a written copy of his grievance to his supervisor or principal within five (5) school days of the informal discussion. An effort to resolve the matter will be made at a conference called within five (5) school days of the date the written grievance was filed. If the matter cannot be resolved, the supervisor or principal will render a written decision to the aggrieved person within three (3) school days of the conference. The written grievance shall specify:

- a. the nature of the grievance, citing specific instance(s) and persons involved;
  - b. the contract articles, board policies, and administrative decisions, allegedly being violated;
  - c. the remedy sought.
3. Level Three - In the event that the aggrieved person wishes to pursue his grievance further, he may within five (5) school days of receipt of the decision from his supervisor or principal file a written copy of his grievance with the Association to determine whether or not the grievance has merit. If the Association considers the grievance to have merit, a written copy of the grievance shall be filed with the Superintendent of Schools within five (5) school days from its receipt by the Association.
  4. Level Four - Within ten (10) school days after the grievance has been filed with the Superintendent of Schools, he shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may have one representative from the Association attend with him. In the event that the grievance has been filed by more than one person, the number of persons shall be limited to one person and one representative from the Association. If the matter cannot be resolved, the Superintendent and the Association shall each, within five (5) school days of the (final) conference, refer the matter to the Board of Education.
  5. Level Five - The Board of Education shall consider the grievance within ten (10) school days from the date it has been filed with the Secretary of the Board of Education as outlined at Level Three. The Association shall be permitted five (5) members on the committee who shall be members of the Association, but only three (3) shall be permitted to participate in the presentation of the grievance. The number of witnesses permitted to testify shall be mutually agreed upon. Attendance at all hearings shall be limited to those listed in this policy. The Association may have a Field Representative or attorney from the State or National organization present.

## ARTICLE V

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, all employees of the Board included in Article I of this Agreement, shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not discourage or deprive any employee of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

- C. Any action taken by the Board whereby an employee shall be disciplined, reprimanded, or reduced in rank, shall not be made public by the Board until formal action is taken by the Board. Such employee may request an informal hearing before the Board if said request is filed with the Board Secretary within fifteen (15) calendar days of the action.
- D. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his position, employment, or salary then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

## ARTICLE VI

### ASSOCIATION'S RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with reasonable information; such as, financial reports, audits, and lists of personnel in the unit.
- B. The Association Representative, with the approval of the Principal, shall have the right to transact reasonable business during the normal working day.
- C. With the approval of the Superintendent, the Association may be permitted to use a school building for meetings.
- D. With the approval of the Principal, the Association may use school equipment (typewriters, duplicating machines, etc.). The Association shall be responsible for providing all materials and supplies incidental to such use.
- E. The Association, with the approval of the Principal, may use inter-school facilities and school mail boxes for routine letters and notices. This excludes all bulk mail.

## ARTICLE VII

### TRANSFERS AND REASSIGNMENTS

- A. Employees wishing to be considered for any change in employment or who wish to transfer to another building may file a written statement with the Superintendent by March 1 or such time that an opening arises. Such requests shall be considered, but the final determination shall rest with the administration.
- B. The staff and the Association shall be notified of all vacancies for positions above the Custodian's and/or Fieldman's Level on the Salary Scale.

**ARTICLE VIII**

**BLACK SEAL LICENSE**

- A. All custodians shall within eighteen (18) months of their initial employment obtain a Black Seal License to operate low pressure boilers as required by the State of New Jersey.
- B. The Board of Education shall reimburse custodians for the annual fee required to renew said Black Seal License.
- C. Employees who possess a currently valid Black Seal License will be paid an annual stipend of \$100 in addition to their regular salaries.

**ARTICLE IX**

**BENEFITS**

A. **Sick Leave**

- 1. All ten-month (10) employees shall be granted ten (10) days sick leave yearly. All twelve-month (12) employees shall be granted twelve (12) days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years.
- 2. If an employee because of illness is absent from school for more than three (3) consecutive days, he must present a doctor's certificate to the Superintendent upon his return.
- 3. Employees who have been on leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. **Funeral Leave**

- 1. An allowance of five (5) days will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law or mother-in-law. This time is not deducted from the regular sick leave.
- 2. An allowance of three (3) days will be granted without deduction in case of death of the sister or brother of the husband or wife of an employee.
- 3. An allowance of one (1) day will be granted without deduction in salary to attend the funeral of a grandparent, grandchild, brother-in-law or sister-in-law of a custodian or an uncle or aunt but not of the custodian's spouse.

C. **Personal Leave**

- 1. All employees shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of three (3) school days in any contract year. The request for a third day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.

request for a third day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.

All unused personal leave days will be converted to sick leave at the end of each school year and added to the individual employee's accumulated sick leave.

2. Not more than five (5%) percent of the staff may take personal leave on any one day except that in case of an emergency an employee may submit a request stating the reason to the Superintendent. The decision of the Superintendent shall not be subject to the grievance procedure.
3. All leaves of absence referred to in this section are subject to the following conditions:
  - a. A Request for Personal Leave Form shall be filed with the Superintendent of Schools at least three (3) school days in advance of the contemplated absence, except that, in the event of an emergency caused by illness supported by a physician's statement or a death in the family, such notice shall be waived until the date of employee's return to his/her duties. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/260 of the annual salary.
  - b. Personal days will not be granted the day immediately preceding or following a scheduled school closing observed as a holiday or vacation by members of the Association or during the last two weeks of the school year (except for graduations or weddings of the employee or members of his/her immediate family as defined in B.1. and B.2. of this Article) and in case of emergency approved by the Superintendent of Schools.
  - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

**D. Military Leave**

Military Leave shall be granted without pay to any custodian who is inducted in any branch of the Armed Forces for the period of induction.

**E. Holidays**

1. Holidays shall include the following:

July 4	-- Independence Day
September	-- Labor Day
November	-- Thanksgiving Weekend (Thursday & Friday) -- Veteran's Day
December	-- 24-25-26 -- Christmas - shall include three (3) work days, if any of these days fall on Saturday or Sunday
January 1	-- New Year's Day
March-April	-- Good Friday & Easter Monday
May	-- Memorial Day



2. When schools are not in session, if any of the above holidays fall on a Saturday, the holiday shall be observed on Friday; if any of the above holidays fall on Sunday, the holiday shall be observed on a Monday.
3. In addition, each employee will be entitled to take one floating holiday in each year. The scheduling of such holidays will be at the employee's request, subject to the approval of his immediate supervisor.

**F. Health Benefits**

**1. Hospitalization and Medical Coverage:**

A. All full-time regularly employed personnel shall be eligible for enrollment in the traditional Connecticut General Health Benefits Plan which includes hospitalization and major medical coverages or the Rutgers H.I.P., or other State approved HMO's.

B. Employees may choose to enroll in any medical plans offered through the district. However, effective July 1, 1996, any medical plan chosen by an employee, for which the premium for the appropriate level of coverage is more than one hundred dollars (\$100) higher than the premium for the corresponding traditional base medical plan premium, the employee shall pay the excess cost of the plan through payroll deductions.

C. The employees shall also participate in the financing of the health insurance program they choose by contributing the following amounts through payroll deductions:

- [1] for 1994-95: all employees with all family medical coverage shall pay one hundred dollars (\$100) per year towards the medical premium.
- [2] for 1995-96: all employees with all family medical coverage shall pay one hundred dollars (\$100) per year towards the medical premium.
- [3] for 1996-97: all employees with all single medical coverage shall pay fifty dollars (\$50) per year towards the medical premium; all employees with all family medical coverage shall pay one hundred dollars (\$100) per year towards the medical premium.
- [4] for 1997-99: all employees with all single medical coverage shall pay seventy-five dollars (\$75) per year towards the medical premium; all employees with all family medical coverage shall pay one hundred dollars (\$100) per year towards the medical premium.

D. The following changes shall be made in the Connecticut General Traditional medical insurance:

- [1] effective July 1, 1996: Mandatory Second Surgical Opinion shall be implemented. A list of procedures and penalties is attached as Exhibit A.

- [2] effective July 1, 1996: the current optional Co-Med medical coverage shall be discontinued and replaced by C.G.- D.P.P. medical coverage.
- [3] effective July 1, 1996: the CG Traditional deductible shall be increased to \$200 individual and \$400 family
- [4] effective July 1, 1997: the CG Traditional deductible shall be increased to \$250 individual and \$500 family
- [5] effective July 1, 1998: the CG Traditional co-insurance level shall be increased to 20% of the first \$3,000

2. Dental Insurance:

A. All full-time regular employed personnel shall be eligible for enrollment in the a Dental Insurance Plan as issued by an insurance carrier selected by the Board of Education.

B. The Board of Education shall participate by contributing the entire premium for the Single Dental Plan.

C. The Board of Education shall pay up to a limit of the premiums in effect on June 30, 1994 for the additional cost of UCR 100% basic and family coverage. The employee shall contribute, through payroll deduction, the amount of the premium that exceeds the maximum Board contribution for all family coverage.

3. Group Prescription Insurance:

A. The Board will provide an employee only pharmaceutical plan not to exceed a five dollar (\$5.00) co-payment. The Board will pay the entire premium for the coverage up to the limit of the premiums in effect on June 30, 1994 for single coverage. The employee shall contribute, through payroll deduction, the amount of the premium that exceeds the maximum Board contribution for single coverage. Employees may purchase, through payroll deductions, all family coverage at the Board rates.

4. New Employee Insurance Coverage:

New employees covered by this contract shall be eligible at hire for single insurance coverage as outlined under, and subject to the provisions of F:1., F:2., and F:3. above. After three (3) consecutive years of employment in the district, the employee shall be eligible for other levels of coverage, subject to the provisions of F:1., F:2., and F:3. above. Approved leaves shall not constitute a break in consecutive years of employment. Upon returning from the approved leave the employee will resume the position occupied on the salary guide at the beginning of the leave. During the employee's first three (3) years in the district, he/she may purchase other levels of coverage, at Board rates, through payroll deductions. The three (3) year eligibility period shall be determined by the the employee's date of employment.

5. It is understood and agreed to by both parties that the cost of all health benefits for 1994-95 will establish the base-year figure for insurance benefit costs and that any future increased costs in insurance benefits shall be paid by the employees or be negotiated in conjunction with any future salary increases.

**G. Vacations**

1. Employees shall be eligible for vacations according to the following schedule:
  - a. One (1) to five (5) years of service in South River - Two (2) weeks.
  - b. During the sixth (6th) anniversary calendar year of employment to the fourteenth (14th) anniversary year - three (3) weeks.
  - c. From the fifteenth (15th) anniversary calendar year of employment to the twenty-fourth (24th) anniversary year - four (4) weeks. For example, a person employed anytime in 1958 is eligible for four (4) weeks of vacation during 1973.
  - d. From the twenty-fifth (25th) anniversary calendar year of employment and thereafter - five (5) weeks.

**H. Uniforms and Safety Equipment**

1. The Board will provide three (3) sets per year with the understanding that the employee will maintain them during the year.
2. The Board shall purchase foul weather gear for all employees, that includes boots and rain hat.
3. The Board will provide four pairs of gloves per year to each employee.
4. The Board will reimburse employees a maximum of seventy dollars (\$70.00) for the purchase of one pair of work shoes in each contract year. A receipted bill must be submitted to the Facilities Supervisor.
5. The Board will reimburse field and maintenance employees for the purchase of prescription safety glasses and coveralls. Safety glasses may be replaced when damaged in use. Reimbursement for coveralls will be limited to two sets per year. Receipted bills for these purchases must be submitted to the Facilities Supervisor.
6. The Board will reimburse employees a maximum of ninety dollars (\$90.00) for the purchase of winter jackets once every two years, beginning in 1991-93.

**ARTICLE X**  
**TERMS AND CONDITIONS OF EMPLOYMENT**

**A. Working Day**

1. The standard work week of all daytime employees shall be based on a forty (40) hour week consisting of five (5) work days of eight (8) hours each exclusive of a one (1) hour lunch.
2. The standard work week of all night shift employees shall be based on a forty (40) hour week consisting of five (5) work days of eight (8) hours each excluding a half-hour lunch.
3. The standard work week for purposes of assignment may be scheduled Monday through Saturday. Employees may be assigned to any combination of five (5) days as their standard work week.
4. Employees may express their interest in working on Saturday to the Facilities Supervisor.
5. Employees assigned or called in to work on Sunday, for work other than building security checks, shall receive one and one-half their normal rate of pay.
6. Once a shift has been established, the employee will be provided with thirty (30) days notice of a change, unless the change is mutually agreed to and implemented sooner.

**B. Summer and Hours on Days Schools Are Closed**

1. With the permission of the Facilities Supervisor, night shift workers may be permitted to work a day shift during the summer and on days in which schools are closed provided that no school related activities are scheduled during the afternoon and evening hours. Night shift employees shall not be eligible for overtime pay for school related activities on such days unless they are scheduled holidays for members of the Association.
2. With the permission of the Facilities Supervisor, an employee's hours may be changed but all buildings must remain open between the hours of 8:00 a.m. and 4:00 p.m.

**C. Weekend Security Check**

1. All buildings must receive a security check on Sunday and holidays.
2. Custodians who are required to make building checks on Sundays and holidays will be paid one hour of overtime.

**D. Overtime Pay**

1. All employees shall be paid at the rate of time and one-half for all work authorized beyond forty (40) hours per week. Only hours worked shall be used to compute overtime.
2. The maintenance men currently employed as a carpenter and as an electrician shall work thirty-five (35) hours plus five (5) hours standby for emergencies per week. They shall be paid straight time for any work scheduled by the Facilities Supervisor during the five-hour standby period and time and one-half for all work authorized by the Superintendent of Schools beyond forty (40) hours per week.
3. Employees who are called in to work at times not contiguous to their normal shifts shall be guaranteed not less than two hours work, or, if the work assigned be less than two hours, they shall receive two hours pay.

**E. Contract**

1. Employees shall receive, no later than May 31, a written offer of a contract for the next succeeding year and at such a salary and benefits as may be agreed upon between the parties, or a written notice that such employment will not be offered.
2. A contract with any employee may be terminated by either party giving to the other party fifteen (15) calendar days notice in writing of intention to terminate the same.

**F. In-Service Training**

In the event that the Board requires any employee to attend any in-service training session, the employee will be reimbursed for registration and other fees, meals and travel expenses and will be paid at his regular hourly rate for the time spent at the session.

**ARTICLE XI**

**SALARY**

**A. The salary guides for custodial, field and maintenance employes are set forth in Appendix A.**

**B. Longevity Schedule**

1. All employees shall receive an additional increment of \$400 from the eleventh to the fifteenth (11th - 15th) year of accumulated service in the South River School System.
2. All employees shall receive an additional increment of \$400 from the sixteenth to the nineteenth (16th - 19th) year of accumulated service in the South River School System.

3. All employees shall receive an additional increment of \$400 from the twentieth to the twenty-fourth (20th - 24th) year of accumulated service in the South River School System.
  4. All employees shall receive an additional increment of \$400 from the twenty-fifth (25th) year of accumulated service in the South River School System.
  5. The maximum amount payable under this section shall be \$1600 per year.
- C. An employee upon retirement shall be paid for his/her accumulated sick days at the rate of \$25.00 per day.
- D. Maintenance employees who use their own vehicles to travel from school to school to transport tools and other materials in the operation of their duties shall be reimbursed \$675 per year for the use of such vehicles.
- E. New Employees
- In determining the initial salary of new employees, the Board of Education may add an amount to the base salary dependent upon the type of experience and the number of years of such service.
- F. Employees except maintenance employees who are required to use their own vehicles on district business will be reimbursed for such required use at the mileage approved for deduction of business travel expenses by the I.R.S.
- G. Employees who have perfect attendance for an entire year from July 1 through June 30 will be paid \$300. Perfect attendance is defined as having no absences for any reason.

## ARTICLE XII

### MAINTENANCE

Custodians shall perform minor maintenance repairs within the scope of their ability and as directed by the Facilities Supervisor.

- A. One custodian may be designated by the Superintendent to spend a greater than average amount of time performing minor maintenance repairs within the scope of his/her abilities. Such custodian will be paid a stipend of \$1,000.

## ARTICLE XIII

### RULES AND REGULATIONS

Maintenance men, Custodians, and Fieldmen will be governed by the Rules and Regulations for Custodian Maintenance Employees as adopted by the Board of Education.

**ARTICLE XIV**  
**DEDUCTION FROM SALARY**

**A. Association Payroll Dues Deduction**

The Board agrees to deduct from the wages of its employees covered herein, dues for the South River Custodial, Field and Maintenance Association, the New Jersey Education Association and the National Education Association individually, voluntarily and in writing as said employee authorizes this Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Law of 1969 (N.J.S.A. 52:14-15-9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the designated officer of the South River Custodial, Field and Maintenance Association by the 20th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. The Board shall have no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake or loss resulting from the action of any person as a member or representative of the South River Custodial, Field and Maintenance Association in authorizing, accepting or disbursing said deductions.

ARTICLE XV

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1994 and continue in effect until June 30, 1996, subject to the Association's right to negotiate over a Successor Agreement as provided in Article III.
2. This Agreement shall be effective as of July 1, 1996 and continue in effect until June 30, 1999, subject to the Association's right to negotiate over a Successor Agreement as provided in Article III.

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 caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**CUSTODIANS, MAINTENANCE, AND  
FIELD ASSOCIATION**

**SOUTH RIVER BOARD OF EDUCATION**

Robert Petek

William SR

Frederick W. Asha

Robert J. Lewis

Andrew J. Tobias

[Signature]

Candice Lewandoski

[Signature]



## Appendix A - Custodial and Maintenance Guides

### **Custodians and Field Employees**

<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>	<b>1997-98</b>	<b>1998-99</b>
1	\$22,994	\$23,569	\$24,129	\$24,714	\$24,740
2	\$23,916	\$24,514	\$25,096	\$25,705	\$25,690
3	\$24,839	\$25,460	\$26,065	\$26,697	\$26,640
4	\$25,761	\$26,405	\$27,032	\$27,688	\$27,590
5	\$26,684	\$27,351	\$28,001	\$28,680	\$28,540
6	\$27,606	\$28,296	\$28,968	\$29,670	\$29,490
7	\$28,529	\$29,242	\$29,936	\$30,662	\$30,440
8	\$29,451	\$30,187	\$30,904	\$31,653	\$31,610
9	\$30,374	\$31,133	\$31,872	\$32,645	\$32,810
10	\$31,296	\$32,078	\$32,840	\$33,636	\$34,080
11	\$32,439	\$33,441	\$34,191	\$34,941	\$35,500

### **Maintenance Employees**

<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>	<b>1997-98</b>	<b>1998-99</b>
1	\$28,529	\$29,100	\$29,682	\$30,276	\$32,000
2	\$30,415	\$31,023	\$31,643	\$32,276	\$34,100
3	\$32,250	\$32,895	\$33,553	\$34,224	\$36,200
4	\$34,084	\$34,766	\$35,461	\$36,170	\$38,300
5	\$35,550	\$36,261	\$36,986	\$37,726	\$40,400
6	\$37,754	\$38,509	\$39,279	\$40,065	\$42,500
7	\$39,346	\$40,920	\$42,210	\$43,160	\$43,900

South River Board of Education  
-and-  
South River Custodial, Field and  
Maintenance Association

14 Mar-96

Side-bar Agreement

The South River Board of Education guarantees that there will be no diminution of benefits between the CIGNA Co-Med Plan and the CIGNA D.P.P. Plan.

It is understood that this guarantee is without qualification and not limited to those employees presently in CIGNA Co-Med.

In witness whereof, the parties have affixed their respective signatures, this 2<sup>nd</sup> day of April, 1996.

FOR THE BOARD

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Robert Pettes  
Frank M. [Signature]  
Andrew J. Tobin  
Candice Lewandoski