

AGREEMENT

Between the

MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

And the

**MERCER COUNTY SPECIAL SERVICES SUPPORT STAFF
ASSOCIATION**

Covering the period

July 1, 2019 to June 30, 2022

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PREAMBLE

This Agreement entered into this 1st day of July 2019, 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 Support Technician with the following exclusions: Secretary to the Superintendent, Secretary to the Board Secretary, Secretary to the Assistant Superintendent, the Transportation Coordinators, Comptroller, Benefits Coordinator, 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 (20) business days of its occurrence.

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 employee with a grievance shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the result of discussion of his/her case, the Association may file a grievance in writing to the principal or immediate supervisor within twenty (20) business days from the occurrence. The principal or immediate supervisor may render a written decision within five (5) business days from receipt of the written grievance. The written grievance must include at minimum:

- a. The nature of the grievance, including specific reference to the specific alleged violation of this Agreement, Board policies and/or administrative decisions affecting the terms and conditions of employment of the grievant, 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.

STEP II If the grievance is not resolved at STEP I, the Association may move the written grievance, and the immediate supervisor or principals written response, if any, to the Superintendent within ten (10) business days after the response at STEP I. The Superintendent may respond in writing within fifteen (15) business days after the grievance is received by the Superintendent. The Superintendent of Schools may request a meeting with the Association at his/her discretion within the timeframe allotted in this Step.

STEP III If the grievance is not resolved at STEP II, the Association may move the written grievance, the immediate supervisor or principals, and the Superintendent's written response, if any, to the Board of Education within ten (10) business days after the response at STEP II. The Board may respond in writing within five business (5) days after its next scheduled Board meeting. The Board may request a meeting with the Association at its discretion.

STEP IV

- A. 1. A grievance not settled during the foregoing steps shall be referred to arbitration within ten (10) business days of STEP III response by filing a request for an arbitration panel with PERC. The parties may select a mutually agreeable arbitrator, but if the parties cannot agree on an arbitrator, they shall utilize the list of arbitrators from PERC and abide by the 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 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.

ARTICLE V PERSONAL DAYS

- A. Employees may request up to four (4) 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 four (4) 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 in AESOP (or another time entry system implemented by the Board) five (5) workdays 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 ASSOCIATION RIGHTS

1. The Board agrees to furnish to the Association in response to reasonable request from time to time available public information concerning the financial resources of the district and such other information as may be required by law.

2. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings upon approval by the Superintendent of the Mercer County Special Services School District. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The Association shall pay for any damage to, or loss or theft of school property while being used by the Association.

3. The Association shall have the right to use the school mailboxes for Association related purposes only. All Association material placed in school mailboxes shall be on the official stationery of the Association and authorized by the Association.

ARTICLE VIII 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.
- 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 IX 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 X SENIORITY

- A. Newly hired employees shall be considered on a trial basis for a period of six (6) months from the date of hire.
- B. During the term of the six (6) month probationary period, such employees shall be entitled to all rights and privileges of this Agreement. However, such employees may be terminated at any time during this period of six (6) months without recourse whatsoever. After the completion of the six (6) months trial period, seniority shall be effective as of the original date of hire.

C. Subject to the probationary period noted above, seniority shall mean length of continuous service as an employee with the School District and shall be cumulative on a district wide basis. Part time and hourly employees shall earn seniority on a prorated basis. Seniority shall only accrue in the categories of positions in which the employee has actually worked in the School District. The categories of positions for independent seniority purposes are as follows:

1. Secretarial (Principal Secretary, Secretary and Clerk)
2. Custodial (Maintenance, Custodian and Cleaner)
3. Payroll Specialist
4. Technology Specialist
5. Purchasing Specialist
6. Accounts Payable Specialist
7. Pupil Services Specialist
8. Computer Support Technician
9. Driver

In the event an Employee is promoted to a higher paid position within the School District, the Employees' seniority shall continue to accrue in their previous position in addition to beginning to accrue in the new position according to the Employee's start date in that new position. In no event shall an Employee within one of the above categories be able to bump another Employee in a higher paid position on the basis of seniority.

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 XI
WAGES**

- A. The Board, upon the Superintendent's recommendation, shall designate the appropriate location on the salary guide of new employees, except that in no case shall a new hire be placed above Step 5 or move beyond Step 10.

- B. Employees who are promoted within their craft (Clerk, Secretary, Principal Secretary, Specialist, Driver, Custodian, Maintenance, Cleaner, Computer Support 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 hired on or before June 30, 2019, covered by this Agreement shall be eligible for the following longevity
 - a. Level 1 - After serving seven (7) consecutive years, the employee shall receive longevity on top of salary of \$1,000.00.
 - b. Level 2 - After serving ten (10) consecutive years, the employee shall receive longevity on top of salary of \$2,000.00.
 - c. Level 3 - After serving twelve (12) consecutive years, the employee shall receive longevity on top of salary of \$3,000.00.

- 2. Any employee hired on or before June 30, 2013 who has attained a longevity level(s) prior to the effective date of the longevity schedule in Section C(1) above shall remain on that longevity level with the accompanying longevity payment set forth above. However, such employees shall be subject to the longevity schedule in Section C(1) in order to attain any other longevity levels.

All employees hired on or after July 1, 2019, covered by this Agreement shall be eligible for the following longevity.

- a. Level 1 - After serving ten (10) consecutive years, the employee shall receive longevity on top of salary of \$1,000.00.
 - b. Level 2 - After serving fifteen (15) consecutive years, the employee shall receive longevity on top of salary of \$2,000.00.
 - c. Level 3 - After serving twenty (20) consecutive years, the employee shall receive longevity on top of salary of \$3,000.00.
- 3. Years of service shall be continuous full-time or prorated part-time or any mixture thereof.

 - 4. This longevity 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.

- C. 1. Employees assigned to do the work of an absent co-worker of a higher classification shall receive an upgrade of \$25.00 per day after seven (7) consecutive days, in addition to his/her regular salary. "Absence" under this paragraph, specifically excludes vacation periods.
- 2. The Board will pay a stipend to any custodial/maintenance employee who has a pesticide application license, with the endorsements core 3A, 3B, 7A, 7B and 13 as of July 1, 2016, or who after July 1, 2016 at the written request of the Board obtains such a license in the future. The pesticide stipend shall be \$600.00 per year.
- 3. All Custodial/Maintenance and Custodians must possess a Low-Pressure Black Seal operator license. The Board shall pay applicable renewal fees for employees to maintain their current Low-Pressure Black Seal operator license upon submission of the required, completed paperwork and photos to the Supervisor or Manager of Buildings and Grounds. The Low-Pressure Black Seal license holders shall receive \$750 per year of additional pensionable compensation.
- 4. The Board will pay a stipend to any custodial/maintenance employee who has a CDL license and uses his/her CDL license for the District. The CDL stipend shall be \$200.00 per year.
- 5. All such stipends shall be paid as equally as possible.
- 6. Employees with licenses listed in subparagraph 3 are responsible for all continuing education costs for their respective licenses. Employees with licenses listed in subparagraph 4 shall be responsible for all continuing education costs and renewal fees for their respective licenses.
- E. 1. New employees shall move up on the salary guides 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.
- F. Paydays shall be the fifteenth (15) and thirtieth (30) of each month. (In months with less than thirty days, the second pay shall be paid on the last day of the month.) When a payday falls on or during a weekend or school holiday, employees shall receive their paychecks on the last previous working day. Payment shall be as equal as possible.
- G. All Overtime worked shall be assigned based on the qualifications to perform the assignment. Qualifications of custodial and custodial maintenance personnel will be determined by the Manager of Building and Grounds.

**ARTICLE XII
EVALUATIONS**

- A. Surveillance cameras shall be used for safety, security and purposes of investigating complaints but shall not be used for observation or evaluation of staff.
- B. The evaluation meeting with the employee's supervisor shall be a mutually scheduled meeting during regular working hours.
- C. An employee shall receive a written copy of his/her evaluation no less than two working days prior to his/her scheduled meeting with his/her supervisor.
- D. Signatures on final written evaluations will be required at the evaluation meeting or when the final written evaluation is presented to the employee.
- E. An employee shall have ten (10) working days to submit a written rebuttal after the evaluation meeting. Rebuttals must be attached to all copies of the evaluation.

**ARTICLE XIII
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 workdays in any given month. One-half (1/2) day credit shall be earned by working thirty percent (30%) or more of the scheduled workdays in any given month. No credit will be given for less than working thirty percent (30%) of the scheduled workdays 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 discretion to request

medical documentation in the case of less than three (3) days if reasonable doubt exists as to whether 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 for the employee to care for a sick spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, son/daughter-in-law, sibling, sibling-in-law, grandchild, grandparent, and/or any other member of the employee's immediate household. Upon request, the employee shall furnish appropriate documentation to demonstrate the need for the employee's use of family illness leave. 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.
- F. Employees retiring and entering into PERS or disability, shall be eligible for a lump sum payment of accumulated sick leave upon retirement at the rate of one-half (1/2) the average at the 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).

ARTICLE XIV BEREAVEMENT LEAVE

All employees shall receive up to five (5) days leave per calendar year per occurrence in the event of a death of a spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, son/daughter-in-law, sibling, sibling-in-law, grandchild, grandparent and/or any other member of the employee's immediate household. Such leave shall be separate and distinct from any other leave. All employees shall receive two (2) additional days to attend the funeral of a friend outside the above-named family, one (1) day per occurrence. 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 XV 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/maintenance, custodians, and cleaners shall work eight (8) hours per day, with a one-half (1/2) hour duty-free lunch period each day. Custodians/Maintenance/Cleaners on the 3pm to 11pm shift shall be required to punch in and out for dinnertime. 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/maintenance, custodians, and cleaners 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 retains the right to assign overtime work as needed.
- G. Two fifteen (15) minute breaks shall be granted to custodial/maintenance/cleaner with one break during the pre-meal period and one break during the post-meal period.
- H. Custodial and Custodial Maintenance personnel who are called into work on snow days and are engaged in snow removal when other employees and students are not present shall be compensated .5% of the hourly rate of pay in addition to the regular rate of pay per hours worked.

ARTICLE XVI HOLIDAYS

All full-time employees shall receive paid days off in observance of legal and other holidays declared by the Board of Education. There will be a minimum of sixteen (16) holidays per year.

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.

In addition to the holidays on the official published School District calendar, all secretaries, principal's secretaries and specialists shall receive two (2) days off annually during the Winter break, such days shall be selected by the Board.

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 XVII 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 XVIII 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 XIX 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 workdays in any given month. One-half (1/2) day credit shall be earned by working thirty percent (30%) or more of the scheduled workdays in any given month. No credit will be given for less than working thirty percent (30%) of the scheduled workdays in any given month.

B. Employees hired before July 1, 2016, 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 of service - 15 days
4 – 12 years of service - 18 days
13 – 20 years of service - 23 days
More than 20 years of service - 28 days

Employees hired on or after July 1, 2016, 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 – 2 years of service- 10 days
3 – 5 years of service- 15 days
6 – 10 years of service- 18 days
11-20 years of service- 20 days
More than 20 years of service-23 days

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

Drivers shall not be entitled to vacation time.

- 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. Effective July 1, 2010, unused vacation credits may be carried over into the next school year for a maximum of (5) days per year. An employee may bank no more than a maximum of (20) days of vacation at the end of a fiscal year.
1. Employees who have an excess of (20) days on July 1, 2010 will retain those days in their bank but will not accumulate any more.
 2. Employees who retire from the district shall receive pay for unused banked vacation days at their per diem rate up to a maximum of (20) days.
- 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 banked 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. 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. Employees hired after 7/1/16 must have one (1) year of service in a support staff position before the Board may purchase accrued vacation.

ARTICLE XX 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 XXI INSURANCE AND FRINGE BENEFITS

All employees shall receive the following benefits:

- A. Part-time employees who regularly work an average of twenty-five (25) 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.

- B.
 - 1. The Board shall provide health insurance benefits (“Benefits”) as described hereinafter to employees and their eligible dependents, where employees elect to receive and are eligible for such protection. Any employee who was previously employed by the Board and resumes employment after a resignation or termination shall be deemed a "new employee."

 - 2. Consistent with applicable law and regulations, employees who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits as required by law. Consistent with applicable law and regulations, the Board will pay for the remainder of the cost of the premium for such Benefits as allowed under a Benefits plan or its equivalent.

 - 3. Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan (“FSA Plan”) for participation by all Employees. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.

 - 4. The Board shall provide health insurance benefits through the School Employee Health Benefits Program (SEHBP) of Direct Ten or its equivalent, the current HMO choices or their equivalent, and NJ Direct High Deductible Plans.

- C.
 - 1. 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.

 - 2. The Board shall pay all dental premiums for all Employees and the dental rider regarding the maximum annual benefit level to One Thousand Five Hundred Dollars (\$1,500.00) for all Employees and their dependents.

 - 3. 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.

D. The Board agrees to pay the full cost of Disability Income Protection Insurance. It is understood that the plan benefits and rates shall be at least equal to that provided under the New Jersey Temporary Disability Benefits Law as mandated by N.J.S.A. 43-21-42.

E. Health Insurance Waiver Payments:

Subject to the restrictions involving multiple coverages pursuant to applicable law and regulations, 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 in two (2) equal parts in December and in May, based on proof of alternate coverage. The December payment will reflect any eligible months from July 1st through December 31st. The May payment will reflect any eligible months from January 1st through June 30th. Re-enrollments in any of the plans will be governed by the rules of the carrier. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. Employees will be eligible for immediate re-enrollment due to life circumstances changes.

The Board will create and maintain Section 125 programs for participants. Requests for payment will be made in accordance with the rules set forth by the Board of Education.

ARTICLE XXII MISCELLANEOUS

- A. Custodial/maintenance/cleaners employees who are called in to work at a time not contiguous to their regular work hours will be paid a minimum of three (3) hours at their appropriate pay rate.
- B. The Association will designate two members (one custodial/maintenance or custodian employee and one clerical employee) to serve on the Board's Safety Committee.
- C. 1. The Board shall provide all Custodial/Maintenance/Cleaner employees with ten (10) uniform shirts and one (1) uniform jacket/sweatshirt with the Mercer County Special Services School District logo on them for the first year of employment. Custodial/Maintenance/Cleaner employees shall be provided with four (4) new shirts each year thereafter and replacement of jacket/sweatshirt when worn out or

damaged. Shirts must be distributed no later than December 31st of the current school year.

2. The Board shall provide up to \$100.00 reimbursement per year for all Custodian/Maintenance/Cleaner employees toward the purchase of work shoes/boots approved by the employee's immediate supervisor. Proof of payments must be submitted to the Business Office for reimbursement.
 3. The Board shall provide one (1) pair of winter work gloves (beyond the required personal protective equipment) per year to those Custodial/Maintenance employees who require work gloves. For employees who are required to work outside in inclement weather, a rain jacket and pants will be provided upon hire and replaced when worn out or damaged.
 4. Employees must wear these uniform articles at all times while at work in the School District. If a uniform article is worn out or damaged, the employee shall immediately inform the custodial supervisor so that arrangements can be made to replace the uniform article. Upon separation from the School District, employees must return all uniform articles to their immediate supervisor. The employee may return up to two (2) replacement articles per year for uniform articles that have been worn out or damaged. Employees who lose or damage more than two (2) uniform articles per year shall pay for the replacement cost of those uniform articles.
- D. 1. Opportunity will be given to any employee to apply for available positions in the district by posting notices in the district's school buildings.
2. Notice of any vacancies shall be posted in each school/center of each building used by the District at least ten (10) calendar days before the final date by which applications must be submitted. Any copy of said notice shall be mailed to the Association President.

ARTICLE XXIII SALARY INCREASES

The parties agree to increase the base salary of all job categories, inclusive of increment and EXCLUSIVE of longevity as follows:

- Effective 7/1/2019: 3.50 %
- Effective 7/1/2020: 3.70 %
- Effective 7/1/2021: 3.70 %

YEAR 1
2019-20 MCSSEA

Salary Guide									
Step	Cleaner	Custodian	Cust/Maint	Secretary	Prin. Secretary	Specialist	Computer Tech.	Clerk	
1	32,904	41,140	47,473	41,699	46,314	63,320	48,240	33,796	
2	33,604	41,840	48,173	42,399	47,014	64,020	48,940	34,496	
3	34,404	42,640	48,973	43,199	47,814	64,820	49,740	35,296	
4	35,329	43,565	49,898	44,124	48,739	65,745	50,665	36,221	
5	36,254	44,490	50,823	45,049	49,664	66,670	51,590	37,146	
6	37,154	45,390	51,723	45,949	50,564	67,570	52,490	38,046	
7	38,079	46,315	52,648	46,874	51,489	68,495	53,415	38,971	
8	39,004	47,240	53,573	47,799	52,414	69,420	54,340	39,896	
9	39,954	48,190	54,523	48,749	53,364	70,370	55,290	40,846	
10	40,904	49,140	55,473	49,699	54,314	71,320	56,240	41,796	
OG 1	44,784		60,630	51,700	57,300				
OG 2			69,430		64,400				

YEAR 2
2020-21 MCSSEA

Salary Guide									
Step	Cleaner	Custodian	Cust/Maint	Secretary	Prin. Secretary	Specialist	Computer Tech.	Clerk	
1	34,629	42,865	49,198	43,424	48,039	65,045	49,965	35,521	
2	35,329	43,565	49,898	44,124	48,739	65,745	50,665	36,221	
3	36,029	44,265	50,598	44,824	49,439	66,445	51,365	36,921	
4	36,929	45,165	51,498	45,724	50,339	67,345	52,265	37,821	
5	37,879	46,115	52,448	46,674	51,289	68,295	53,215	38,771	
6	38,829	47,065	53,398	47,624	52,239	69,245	54,165	39,721	
7	39,779	48,015	54,348	48,574	53,189	70,195	55,115	40,671	
8	40,704	48,940	55,273	49,499	54,114	71,120	56,040	41,596	
9	41,629	49,865	56,198	50,424	55,039	72,045	56,965	42,521	
10	42,554	50,790	57,123	51,349	55,964	72,970	57,890	43,446	
OG 1	46,434		62,280	53,350	58,950				
OG 2			71,080		66,050				

YEAR 3
2021-22 MCSSEA

Salary Guide									
Step	Cleaner	Custodian	Cust/Maint	Secretary	Prin. Secretary	Specialist	Computer Tech.	Clerk	
1	36,679	44,915	51,248	45,474	50,089	67,095	52,015	37,571	
2	37,379	45,615	51,948	46,174	50,789	67,795	52,715	38,271	
3	38,079	46,315	52,648	46,874	51,489	68,495	53,415	38,971	
4	38,779	47,015	53,348	47,574	52,189	69,195	54,115	39,671	
5	39,679	47,915	54,248	48,474	53,089	70,095	55,015	40,571	
6	40,604	48,840	55,173	49,399	54,014	71,020	55,940	41,496	
7	41,529	49,765	56,098	50,324	54,939	71,945	56,865	42,421	
8	42,454	50,690	57,023	51,249	55,864	72,870	57,790	43,346	
9	43,379	51,615	57,948	52,174	56,789	73,795	58,715	44,271	
10	44,329	52,565	58,898	53,124	57,739	74,745	59,665	45,221	
OG 1	48,209		64,055	55,125	60,725				
OG 2			72,855		67,825				

NOTE - As of the 2013-2014 contract year, the clerks guide has been removed from the contract; however, should the Board decide to reinstate the job title, enhancement of the guide will be bargained with the MCSSEA, the majority representatives on file, prior to placement on the guide.