

AGREEMENT

Between the

MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

And the

MERCER COUNTY SPECIAL SERVICES SUPPORT STAFF  
ASSOCIATION

Covering the period

July 1, 2013 to June 30, 2016

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## **PREAMBLE**

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2013, 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-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, 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.

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.
  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 in writing 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.
- 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 VIII  
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 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

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.
- G. All overtime worked shall be assigned based upon qualifications to perform the assignment and on a rotating seniority basis by title within the department. The seniority list shall be mutually agreed upon by both parties. However, if no qualified employee agrees to work overtime, their supervisor shall direct the least senior person on the list to work overtime who is not on probation.

**ARTICLE X  
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, Van 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 covered by this Agreement shall be eligible for the following longevity effective July 1, 2013.
  - 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.
  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.
- D. Employees assigned to do the work of an absent co-worker of a higher classification shall receive an upgrade of \$20.00 per day after seven (7) consecutive days, in addition to his/her regular salary. "Absence" under this paragraph, specifically excludes vacation periods.
1. 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. The black seal holder shall receive \$300.00 per year of additional, pensionable compensation. 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 \$100.00 per year. All such stipends shall be paid as equal as possible.
- E. 1. New employees shall move up on the salary guides who have begun work in the district no later than September 1<sup>st</sup> 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.

**ARTICLE XI  
EVALUATIONS**

- A. The surveillance cameras in public areas such as cafeterias, the Wawa, the High School Technology Classroom, the High School Exercise Room and hallways throughout the district, shall only be used for safety and security monitoring purposes and shall not be used for observation or evaluation of staff in any manner.
- 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 XII  
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 work days 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 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 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 XIII 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 XIV  
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 shall be required to punch in and 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/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 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 XV 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, which 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 XVI 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 XVII 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 XVIII**  
**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 pro-rated .

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 eighteen (18) 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. 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 three (3) accrued vacation days each year, and must apply in writing by April 30<sup>th</sup>, on forms provided by the Board.

#### **ARTICLE XIX 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 XX**  
**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 will pay the full premiums for individual and family dental insurance, up to a limit of the premium rates in effect on June 30, 2010. 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.
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

For the 2013-2014 school year, the Board will pay 25% of the saved premiums for the waiver of any of the above medical insurance plans based on the rates of New Jersey Direct 10 as allowed under SEHBP. For the 2014-2015 school year and thereafter, any benefits waiver payments shall be in accordance with the chart set forth above. 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 1<sup>st</sup> through December 31<sup>st</sup>. The May payment will reflect any eligible months from January 1<sup>st</sup> through June 30<sup>th</sup>. 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 XXI  
AGENCY SHOP**

- A. The agency shop 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 XXII  
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 two (2) hours at their appropriate pay rates.
- 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. Custodial/Maintenance/Cleaner employees shall be provided with two (2) new shirts each year thereafter.
  - 2. The Board shall provide up to \$100.00 reimbursement per year for all Custodial/Maintenance/Cleaner employees toward the purchase of one (1) pair of heavy duty work shoes/boots approved by the employee's immediate supervisor. Proof of payment must be submitted to the Business Office for reimbursement.
  - 3. The Board shall provide one (1) pair of heavy duty work gloves per year to those Custodial/Maintenance/Cleaner employees who require work gloves and a full length raincoat for employees required to work outside in inclement weather.
  - 4. Employees must wear these uniform articles at all times while at work in the School District. If a uniform article is lost or damaged, the employee shall immediately inform the business office 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 employees may receive up to two (2) replacement uniform articles per year for uniform articles that have been lost 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.

**ARTICLE XXIII  
DURATION**

This Agreement shall cover the period from July 1, 2013 to June 30, 2016. 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

**For the Board**

Camille Rainiero  
Camille Rainiero, President      Date

Nancy Swirsky 4/10/2014  
Nancy Swirsky,      Date  
Business Administrator

**For the Association**

Ruth Loper 4/10/2014  
Ruth Loper, President      Date

Alice Bond 4-10-2014  
Alice Bond, Vice President      Date

**SALARY GUIDE  
YEAR ONE – 2013-2014**

<b>Step</b>	<b>SEC.</b>	<b>PRIN. SEC.</b>	<b>SPECIALIST</b>	<b>CLEANER</b>	<b>CUSTODIAN</b>	<b>CUS/MAINT.</b>	<b>COMP. TECH.</b>
<b>1</b>	\$ 35,965.00	\$ 40,345.00	\$ 56,095.00	\$ 28,435.00	\$ 35,965.00	\$ 41,800.00	\$ 41,800.00
<b>2</b>	\$ 36,745.00	\$ 41,125.00	\$ 56,875.00	\$ 29,215.00	\$ 36,745.00	\$ 42,580.00	\$ 42,580.00
<b>3</b>	\$ 37,550.00	\$ 41,930.00	\$ 57,680.00	\$ 30,020.00	\$ 37,550.00	\$ 43,385.00	\$ 43,385.00
<b>4</b>	\$ 38,370.00	\$ 42,750.00	\$ 58,500.00	\$ 30,840.00	\$ 38,370.00	\$ 44,205.00	\$ 44,205.00
<b>5</b>	\$ 39,225.00	\$ 43,605.00	\$ 59,335.00	\$ 31,696.00	\$ 39,225.00	\$ 45,060.00	\$ 45,060.00
<b>6</b>	\$ 40,100.00	\$ 44,480.00	\$ 60,230.00	\$ 32,570.00	\$ 40,100.00	\$ 45,935.00	\$ 45,935.00
<b>7</b>	\$ 41,005.00	\$ 45,385.00	\$ 61,135.00	\$ 33,475.00	\$ 41,005.00	\$ 46,840.00	\$ 46,840.00
<b>8</b>	\$ 41,935.00	\$ 46,315.00	\$ 62,065.00	\$ 34,405.00	\$ 41,935.00	\$ 47,770.00	\$ 47,770.00
<b>9</b>	\$ 42,895.00	\$ 47,275.00	\$ 63,025.00	\$ 35,365.00	\$ 42,895.00	\$ 48,730.00	\$ 48,730.00
<b>10</b>	\$ 43,880.00	\$ 48,260.00	\$ 64,010.00	\$ 36,350.00	\$ 43,880.00	\$ 49,715.00	\$ 49,715.00
<b>OG1</b>	\$ 45,045.00	\$ 49,845.00		\$ 39,705.00	\$ 47,950.00	\$ 54,315.00	
<b>OG2</b>		\$ 57,095.00				\$ 62,880.00	

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 MCSSSSA, the majority representatives on file, prior to placement on the guide.

**SALARY GUIDE  
YEAR TWO – 2014-2015**

<b>Step</b>	<b>SEC.</b>	<b>PRIN. SEC.</b>	<b>SPECIALIST</b>	<b>CLEANER</b>	<b>CUSTODIAN</b>	<b>CUS/MAINT.</b>	<b>COMP. TECH.</b>
<b>1</b>	\$ 36,780.00	\$ 41,240.00	\$ 57,280.00	\$29,110.00	\$ 36,780.00	\$ 42,720.00	\$ 42,720.00
<b>2</b>	\$ 37,560.00	\$ 42,020.00	\$ 58,060.00	\$29,890.00	\$ 37,560.00	\$ 43,500.00	\$ 43,500.00
<b>3</b>	\$ 38,360.00	\$ 42,820.00	\$ 58,860.00	\$30,690.00	\$ 38,360.00	\$ 44,300.00	\$ 44,300.00
<b>4</b>	\$ 39,195.00	\$ 43,665.00	\$ 59,695.00	\$31,525.00	\$ 39,195.00	\$ 45,135.00	\$ 45,135.00
<b>5</b>	\$ 40,045.00	\$ 44,505.00	\$ 60,545.00	\$32,375.00	\$ 40,045.00	\$ 45,985.00	\$ 45,985.00
<b>6</b>	\$ 40,915.00	\$ 45,375.00	\$ 61,415.00	\$33,245.00	\$ 40,915.00	\$ 46,855.00	\$ 46,855.00
<b>7</b>	\$ 41,820.00	\$ 46,280.00	\$ 62,320.00	\$34,150.00	\$ 41,820.00	\$ 47,760.00	\$ 47,760.00
<b>8</b>	\$ 42,750.00	\$ 47,210.00	\$ 63,250.00	\$35,080.00	\$ 42,750.00	\$ 48,690.00	\$ 48,690.00
<b>9</b>	\$ 43,710.00	\$ 48,170.00	\$ 64,210.00	\$36,040.00	\$ 43,710.00	\$ 49,650.00	\$ 49,650.00
<b>10</b>	\$ 44,695.00	\$ 49,155.00	\$ 65,195.00	\$37,025.00	\$ 44,695.00	\$ 50,635.00	\$ 50,635.00
<b>OG1</b>	\$ 45,861.00	\$ 50,740.00		\$40,380.00	\$ 48,765.00	\$ 55,234.00	
<b>OG2</b>		\$ 57,989.00				\$ 63,798.00	

**SALARY GUIDE  
YEAR THREE – 2015-2016**

<b>Step</b>	<b>SEC.</b>	<b>PRIN. SEC.</b>	<b>SPECIALIST</b>	<b>CLEANER</b>	<b>CUSTODIAN</b>	<b>CUS/MAINT.</b>	<b>COMP. TECH.</b>
<b>1</b>	\$ 37,670.00	\$ 42,220.00	\$ 58,575.00	\$29,850.00	\$ 37,670.00	\$ 43,730.00	\$ 43,730.00
<b>2</b>	\$ 38,450.00	\$ 43,000.00	\$ 59,355.00	\$30,630.00	\$ 38,450.00	\$ 44,510.00	\$ 44,510.00
<b>3</b>	\$ 39,250.00	\$ 43,800.00	\$ 60,155.00	\$31,430.00	\$ 39,250.00	\$ 45,310.00	\$ 45,310.00
<b>4</b>	\$ 40,070.00	\$ 44,620.00	\$ 60,975.00	\$32,250.00	\$ 40,070.00	\$ 46,130.00	\$ 46,130.00
<b>5</b>	\$ 40,930.00	\$ 45,480.00	\$ 61,835.00	\$33,110.00	\$ 40,930.00	\$ 46,990.00	\$ 46,990.00
<b>6</b>	\$ 41,800.00	\$ 46,350.00	\$ 62,705.00	\$33,980.00	\$ 41,800.00	\$ 47,860.00	\$ 47,860.00
<b>7</b>	\$ 42,705.00	\$ 47,225.00	\$ 63,610.00	\$34,885.00	\$ 42,705.00	\$ 48,765.00	\$ 48,765.00
<b>8</b>	\$ 43,635.00	\$ 48,185.00	\$ 64,540.00	\$35,815.00	\$ 43,635.00	\$ 49,695.00	\$ 49,695.00
<b>9</b>	\$ 44,595.00	\$ 49,145.00	\$ 65,500.00	\$36,775.00	\$ 44,595.00	\$ 50,665.00	\$ 50,665.00
<b>10</b>	\$ 45,580.00	\$ 50,130.00	\$ 66,485.00	\$37,760.00	\$ 45,580.00	\$ 51,640.00	\$ 51,640.00
<b>OG1</b>	\$ 46,747.00	\$ 51,715.00		\$41,115.00	\$ 49,650.00	\$ 56,238.00	
<b>OG2</b>		\$ 58,963.00				\$ 64,801.00	