AGREEMENT

Between

BOARD OF EDUCATION OF THE TOWN OF WEST ORANGE, IN THE COUNTY OF ESSEX

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 68-68A-68B, AFL-CIO

COVERING

(CUSTODIANS/MAINTENANCE)

HEAD CUSTODIANS

UTILITY

FULL TIME BUS DRIVERS

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THIS AGREEMENT, made this day of July, 1993, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provision of N.J.S.A. 34:13A-5.1 et seq., (New Jersey Employer-Employee Relations Act), and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board in the following appropriate unit:
 - All employees in the classification of Head Custodian, Custodian, full-time Bus
 Driver, Utility Worker and Maintenance, excluding all executive, clerical and
 professional personnel.
- B. Any of the rights, power or authority the Board had when there were no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or

modified by this Agreement. The Board retains the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

ARTICLE II - SEPARABILITY

It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the Agreement be declared illegal or contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE III - INSURANCE

A. The Board shall continue to provide the hospitalization/surgical, major medical and \$2.00 co-pay prescription insurance protection as currently established, and shall provide the existing District-wide dental insurance program as described on Appendix "A-3", which is annexed hereto and made a part hereof. Employees shall receive the same major medical insurance benefit improvement provided to teachers in 1986, commencing on or about the date the teachers receive such upgrade.

B. If, during the term of this Agreement, the Board should change the insurance coverages described in Paragraph A. above, the parties agree to reopen this Agreement solely for the purpose of negotiating as to whether, when and to what extent such change should be applicable to the employees in the unit.

ARTICLE IV - SENIORITY RIGHTS

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

ARTICLE V - TENURE AND PROBATIONARY PERIOD

- A. All tenure-eligible employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with N.J.S.A. 18A:17-3. All other tenure-eligible employees will be give a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of absence shall not be included in computing said three (3) year period.
- B. It is expressly understood and agreed that the provisions in the Agreement relating to fringe benefits will not be applicable to newly hired employees who are subject to the ninety (90) day probationary period, subject, however to provisions of law and any contract between the Board and its insurance carrier.
- C. All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix "A-4". All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix "A-4" shall not apply to probationary employees. Employees who

successfully complete their probationary period shall at the conclusion of such ninety (90) day period be appointed as regular employees of the District; it being expressly understood, however, that such appointment refers only to a regular appointment on a year-to-year basis until the requisite service period for tenure accrual has elapsed, and does not constitute a tenured, unfixed term appointment.

ARTICLE VI - SALARIES, HOURS OF WORK AND OVERTIME

- A. A normal, but not guaranteed work week shall consist of forty (40) hours, and five (5) days per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime. Overtime for full-time bus drivers shall be distributed based on low employee hours according to the overtime roster maintained by the shop steward for all bus drivers, whether full or part-time, in accordance with the provisions of the part-time bus drivers contract.
- B. Any employee who is required to report to work on a Saturday, Sunday, or holiday (as defined in the attached holiday calendar), or is called back to work for any emergency, shall be granted a minimum of three (3) hours' pay for each of said callins. If the call-in meets the requirements for payment of overtime set forth in paragraph A. of this Article VI, then the three (3) hours' pay granted the employee shall be at the applicable overtime rate.
- C. The work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.
- D. It is expected that an employee will work reasonable overtime when requested to do so.
- E. Salaries of all employees covered by this Agreement for the school years 1993-94, 1994-95 and 1995-96, shall be as set forth in Appendix "A-2", which is annexed hereto and made a part hereof. Effective July 1, 1993, night differential pay shall be paid at

the rate of \$580 per year; Effective July 1, 1993, the differential for the middle shift will be \$285 per year.

Said salary schedule is subject to voter approval at the annual budget election, and shall be administered according to the Board's Rules and Regulations.

- F. Employees utilized in a temporary assignment at a higher classification shall be compensated at the following hourly rates:
 - (1) <u>Maintenance:</u> an additional \$.85 per hour over and above the employee's applicable hourly base pay rate rate to be effective after five (5) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.
 - (2) <u>Head Custodian:</u> an additional \$.75 per hour over and above the employee's applicable hourly base pay rate rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.
 - (3) <u>Utility Worker</u>: an additional \$.50 per hour over and above the employee's applicable hourly base pay rate rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

ARTICLE VII - LONGEVITY

Employees who have completed the following specified years of service in the West Orange School District shall have the following stated longevity compensation amounts added to their regular annual salary, prorated from the relevant service completion anniversary date:

	Effective 93-94	Effective 94-95	Effective 95-96
Completion of 14-18 years of service	850.00	1,100.00	1,300.00
Completion of 19-23 years of service	1,500.00	1,700.00	1,900.00
Completion of 24-28 years of service	2,250.00	2,450.00	2,650.00
Completion of 29 years or more	2,900.00	3,100.00	3,300.00

ARTICLE VIII - VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES

- A. All employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:
 - (1) Employees with less than one (1) year of service by June 30 shall be granted one (1) working day for each month of employment before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16th) day of the month to allow credit for vacation.
 - (2) An annual vacation of ten (10) working days after completion of one (1) to six(6) years' satisfactory service.
 - (3) An annual vacation of fifteen (15) working days after completion of six (6) to ten (10) years' satisfactory service.
 - (4) Those who complete more than ten (10) years of service by June 30 of any year will become eligible for twenty (20) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.
 - (5) Effective July 1, 1989, employees who have completed more than twenty (20) years of service by June 30 of any year will become eligible for twenty-two (22) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.

- B. Custodians may take one week's vacation during the winter months when schools are not in session, with approval of the Superintendent of Buildings and Grounds, provided that adequate staffing is available in each building during such requested vacation time.
- C. Fourteen (14) holidays shall be granted each year during the period July 1 June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Effective July 1, 1989, fourteen (14) holidays shall be granted each year during the period July 1 June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Employees shall be granted absences from employment as presently established by and subject to the Board's Rules and Regulations (attached as Appendix "A-1" for reference).

ARTICLE IX - CHECK-OFF OF UNION DUES

- A. The Board agrees to deduct monthly union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.
- B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provision of this Article.
- C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the

regular membership dues, fees, and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintained a demand and return system which complies with Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the district to salary deductions.

- D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by an employee relating to this Paragraph and any payroll deductions made hereunder, provided that:
 - (1) The Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph; and
 - (2) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

ARTICLE X

The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basis financial terms of this contract, specifically (a) Compensation, (b) Sick Days, (c) Personal Days, (d) Vacations and (e) Insurance Protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

The following grievance procedure is hereby established:

- A. If any employee has a problem or complaint, he or she shall discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.
- B. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.
- C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievance will be handled according to the following procedure:

STEP 1

The grievance shall be submitted by the aggrieved employee to the Immediate Supervisor in writing on a form to be provided by the Board. This form will provide copies of the grievance for the aggrieved and for the Union. If the matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it may within two (2) more working days be referred to the Superintendent of Buildings and Grounds. If the grievance pertains only to a situation involving a building which is administered by a Building Principal, then in that event the grievance shall go from the immediate supervisor as aforesaid to the Principal of the particular building involved, If the matter in not satisfactorily settled at this stage within five (5) working days after submission to the Principal, it may, within two (2) more working days be referred to the Superintendent of Buildings and Grounds.

STEP 2

The employee and the Union official (if the employee so desires) may meet with the Superintendent of Buildings and Grounds for the purpose of discussing the grievance. The Superintendent of Buildings and Grounds shall give his reply within ten (10) working days following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

STEP 3

The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent of Schools or his designee for the purpose of discussing the grievance. The Superintendent of Schools or his designee shall give his reply within ten (10) working days following the meeting.

STEP 4

If the aggrieved employee is dissatisfied with the response of the Superintendent of Schools or his designee, such grievance or grievances may be taken to arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provision of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

- D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement:
 - 1) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
 - 2) Matters where the Board is without authority to act.
 - Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.
 - 4) Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.
- E. The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.
- F. Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such service shall be borne fully by the party utilizing the same.

ARTICLE XII - JOB POSTING

All notices of job opportunities within the bargaining unit (as defined in Article 1) shall be posted in all schools and the Administrative Office, a reasonable time in advance of interviewing. A copy of said notice shall be sent to the Union.

<u>ARTICLE XIII - FIREMAN'S LICENSE</u>

Each Head Custodian, Custodian, and Maintenance Man possessing a New Jersey's Fireman's License shall receive the following stipends:

Effective July 1, 1993

\$650.00

Effective July 1, 1994

\$750.00

Effective July 1, 1995

\$850.00

These stipends shall continue from year to year unless additional increases are negotiated.

ARTICLE XIV - SCHOOL BUS DRIVERS' LICENSE AND EYE EXAM

The Board will reimburse fees to all employees securing a school Bus Drivers license (\$25.00 initial license, \$4.00 annual renewal).

In addition, the Board will reimburse the cost of an annual eye exam for all drivers.

ARTICLE XV - UNIFORMS AND FOUL WEATHER GEAR

The Board shall provide three (3) uniforms per year to each employee who is required to wear uniforms (effective 7/1/91).

The Board will reimburse each employee upon proof of purchase of work shoes. Effective July 1, 1993, the Board will reimburse each employee \$25.00 upon proof of purchase of foul weather gear and shall continue from year to year, unless additional increases are negotiated.

ARTICLE XVI - INSPECTION OF VEHICLES

The Board agrees that all District vehicles utilized by bargaining unit members will undergo annual State Motor Vehicle inspection.

ARTICLE XVII - PAYMENT FOR UNUSED SICK LEAVE

Upon retirement or separation from service in the West Orange School District, an employee with twenty (20) years or more service in the district will be paid for his unused accumulated sick leave days, up to 200 days maximum, at the following rates:

Effective July 1, 1993

\$40.00 per day

Effective July 1, 1994

\$45.00 per day

ARTICLE XVIII - DURATION OF AGREEMENT

This Agreement shall cover the period commencing July 1, 1993 and expiring at 12:00 midnight on June 30, 1996.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

BOARD OF EDUCATION OF TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX

President

Secretary

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B

h. A. Divers

VINCENTA GIBLIN

Business Manager

THOMAS P. GIBLIN

President

ROBERT MASTERSON

Recording Secretary

ROBERT MASTERSON Business Representative

APPENDIX A-1

1. SICK LEAVE FOR PERSONAL ILLNESS

All full-time employees shall be allowed ten (10) days of two (2) calendar weeks' absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

2. SUPPLEMENTARY SICK LEAVE

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three (3) days in a month.

3. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which in its judgement, are deserving of such.

4. COMPENSABLE ABSENCE

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2 and

18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability

5. EMERGENCY ABSENCE

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary an unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS - Shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

INTERMEDIATE -

- In the case of <u>serious illness</u>, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.
- 2) In the case of <u>death</u>, IMMEDIATE shall be understood to include, in addition to the person named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

If in the case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

6. PERSONAL BUSINESS

An application for absence for personal business shall be made, in writing, at least three (3) school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

Three (3) days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

Effective 7/1/91 all personal leave days not used by an employee during a work year will be converted to sick leave days at the end of the work year and added to the employee's accumulated sick leave.

APPENDIX A-2 1991-93 SALARY GUIDES

MAINTENANCE

STEP	1993-94	1994-95	1995-96
1	\$29,000	\$30,250	\$31,420
2	29,720	31,000	32,205
3	30,550	31,860	33,130
4	31,500	32,855	34,140
5	32,620	34,020	35,350
6	33,750	35,200	36,585
7	35,055	36,560	38,000
8	36,355	37,915	39,415
9	37,655	39,285	40,845
10	39,200	40,885	42,515
11	40,900	42,660	44,365

CUSTODIANS

1993-94	1994-95	<u>1995-96</u>
\$22,540	\$23,510	\$24,390
22,930	23,915	24,815
	24,375	25,295
		25,870
		26,650
		27,725
		29,585
		31,540
32,410	33,800	35,125
	\$22,540 22,930 23,370 23,905 24,615 25,605 27,315 29,115	\$22,540 \$23,510 22,930 23,915 23,370 24,375 23,905 24,930 24,615 25,675 25,605 26,705 27,315 28,490 29,115 30,365

UTILITY

STEP	1993-94	1994-95	1995-96
1	\$24,200	\$25,240	\$26,195
2	24,595	25,650	26,620
3	25,030	26,105	27,100
4	25,565	26,665	27,680
5	26,280	27,410	28,460
6	27,265	28,440	29,530
7	28,975	30,220	31,390
8	30,775	32,100	33,350
9	34,065	35,530	36,930

FULL-TIME DRIVERS

STEP	<u>1993-94</u>	<u>1994-95</u>	1995-96
1	\$23,310	\$24,310	\$25,225
2	23,700	24,720	25,650
3	24,140	25,1804	26,130
4	24,670	25,730	26,705×
5	25,390	26,480	27,490
6	26,375	27,510	28,565
7	28,090	29,300	30,430
8	29,890	31,175	32,385
9	33,180	34,605	35,965

The salaries presented in this guide are for a twelve month work year. Drivers who work a ten month year will be paid pro rata.

ELEMENTARY SCHOOL HEAD CUSTODIANS

STEP	1993-94	<u>1994-95</u>	<u>1995-96</u>
9	32,475	33,870	35,195
10	33,330	34,765	36,130
11	37,050	38,645	40,175

MIDDLE SCHOOL HEAD CUSTODIAN

STEP	1993-94	<u>1994-95</u>	<u>1995-96</u>
9	33,160	34,585	35,940
10	34,000	35,460	36,855
11	37,730	39,350	40,910

HIGH SCHOOL HEAD CUSTODIAN

STEP	1993-94	<u>1994-95</u>	1995-96
9	34,520	36,005	37,420
10	35,410	36,930	38,385
11	38,720	40,385	41,990

APPENDIX A-3

DENTAL COVERAGE

The Dental Insurance program is based upon the Usual, Customary and Reasonable (UCR) Fee Concept.

Co-Payment Preventive and Diagnostic Remaining Basic Services:	100% 100%
Prosthodontic Benefits: (including crowns, inlays, and gold restorations)	70/30
Orthodontic Benefits:	50/50

The maximum amount payable by the insurance carrier for the above dental services provided an eligible patient in any calendar year, excluding Orthodontic Benefits, will be \$2,500.00.

Orthodontic Benefits are subject to an \$800.00 maximum per case, which is separate from the \$2,500.00 maximum payable to Basic and Prosthodontic Benefits.