

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF
THE BOROUGH OF OAKLAND
AND
THE OAKLAND CUSTODIANS ASSOCIATION
FOR SCHOOL YEARS

2017-2018

2018-2019

2019-2020

2020-2021

2021-2022

TABLE OF CONTENTS

ARTICLE I — RECOGNITION.....1
ARTICLE II — NEGOTIATIONS PROCEDURE.....2
ARTICLE III — GRIEVANCE PROCEDURE.....2
ARTICLE IV — SALARIES AND WORKING HOURS2
ARTICLE V — TERMS AND CONDITIONS OF EMPLOYMENT4
ARTICLE VI — MEDICAL INSURANCE9
ARTICLE VII — MANAGEMENT’S RIGHTS12
ARTICLE VIII — FULLY BARGAINED CLAUSE12
ARTICLE IX — MODIFICATION13
ARTICLE X — NONWAIVER13
ARTICLE XI — INITIAL SALARY PLACEMENT13
ARTICLE XII — DURATION OF AGREEMENT13
ARTICLE XIII — SALARY GUIDES13
SCHEDULE A-1 — CUSTODIAN SALARY GUIDES14
SCHEDULE A-2 — HEAD CUSTODIAN SALARY GUIDES15
SCHEDULE B — GRIEVANCE PROCEDURE.....17
SCHEDULE C - DENTAL PLAN22

AGREEMENT

Made this 16 day of Jan, 2018 BY AND BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND, a body corporate and politic, hereinafter referred to as the “Board,”

AND

THE OAKLAND CUSTODIANS’ ASSOCIATION, hereinafter referred to as the “Association.”

WITNESSETH:

WHEREAS, the parties herein have heretofore been conducting negotiations concerning the terms and conditions of employment of the Association by the Board, and an agreement thereon has been reached between the parties.

NOW, THEREFORE, it is covenanted and agreed by and between the parties as follows:

ARTICLE I — RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all full-time custodial members (hereinafter collectively referred to as “employees” or “negotiation unit”), in the district. Full-time shall be defined as a work schedule of at least forty (40) hours per week.

ARTICLE II — NEGOTIATIONS PROCEDURE

A. Not later than December 1, the Board agrees to enter into negotiations with the Association over a successor agreement. The Board agrees to enter into the development of a tentative schedule of negotiations dates (not later than December 1).

B. Any agreement so negotiated shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all parties.

C. Whenever members of the unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective negotiations agreement, they shall suffer no loss in pay.

ARTICLE III — GRIEVANCE PROCEDURE

The Grievance Procedure shall be that as set forth in Schedule B, which is annexed hereto and made a part hereof.

ARTICLE IV — SALARIES AND WORKING HOURS

A. The salaries of full-time employees covered by this Agreement are set forth in Schedules A-1 and A-2 of this Agreement.

B. All employees shall be hired on a twelve (12) month basis. The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours.

C. The Board will make every effort to provide the custodial staff, district-wide, with preference for overtime custodial coverage necessitated by unplanned absenteeism before other personnel are used. Part-time personnel will be used when scheduling permits a

fluid and consistent operation (i.e. when there is an unplanned absence in excess of one day). Scheduled weekly and week-end building checks are excluded from this provision. The Board may, at its discretion, also employ part-time employees to perform services at municipal recreation activities. Part-time employees are not members of the Association and are not covered by this Agreement.

All hours over forty (40) hours in any week as a custodian or over eight (8) hours as a custodian in one (1) day shall be paid at the following rates:

- Weekdays..... Time and one half
- Saturdays Time and one half
- Sundays Double time
- Holidays Double time

D. In lieu of overtime payment, a full-time custodial employee may accumulate up to a maximum of thirty-two (32) hours or four (4) days of compensatory time in each year of this contract. For each eight (8) hours of overtime worked on weekdays and/or Saturdays, an employee shall receive twelve (12) hours of compensatory vacation time. For each eight (8) hours of overtime worked on Sundays and/or holidays as set forth in Article V, E., an employee shall receive sixteen (16) hours of compensatory vacation time. Vacation schedules shall be pre-approved by the head custodian (unless said employee is assigned to the head custodian position) Building and Grounds Supervisor, building principal, and Superintendent. Accrued compensatory time may not be used during the February or April school recess periods without the prior approval of the Superintendent of Schools.

E. Call Back -an employee who has worked his normal eight (8) hour day and is required to return for an assignment shall be paid at the appropriate overtime rate for actual time worked.

F. Boiler License - all custodians shall apply and take the examination to obtain a Black Seal license by the end of their first year

of employment in the District. Any custodian who is unsuccessful in obtaining a Black Seal license during his first year shall have until the end of his second year of employment to obtain such a license. The costs of the course and the license shall be paid by the Board. If any custodian shall be the holder of a low pressure boiler license or equivalent, there shall be paid to him/her, in addition to the salary set forth in the salary guide, an additional sum of eight hundred dollars (\$800.00) per annum.

G. Electrical License Stipend – Employees that hold a journeyman electricians or a Standard Electrical license in good standing with the State of New Jersey shall be provided an annual stipend of \$1,000. This Stipend shall be paid in two equal installments included with the Final Pay of December and final pay for June.

ARTICLE V — TERMS AND CONDITIONS OF EMPLOYMENT

A. All new employees shall complete a ninety (90) day satisfactory probationary period prior to admittance into the bargaining unit. All promoted employees shall complete a ninety (90) day satisfactory probationary period. In the event the probationary period is unsatisfactory, the employee will be returned to his/her previous placement on the salary guide.

B. All full-time employees covered by this Agreement shall be allowed up to twelve (12) sick days per year. Unused sick days shall accumulate to be used for additional sick days in subsequent years. The number of sick leave days per year which shall be available to employees who are employed after July 1st shall be prorated according to the number of months remaining in the school year times one (1) day per month.

C. Employees eligible for actual certified age-service retirement or disability retirement under the Public Employees Retirement System shall be reimbursed for unused sick leave at a rate of seventy dollars (\$70.00) per day up to a maximum of one

hundred-eighty (180) days. Any payment under this provision shall be deposited to the employee's 403(b) plan thereby deferring federal income taxes until such amounts are withdrawn by the employee from his or her 403(b) account. An employee may not elect any other option for the payment of his or her accumulated sick leave. Payment under this provision shall not exceed the annual includable compensation under Section 403(b) and shall be subject to any applicable State taxes at the source of payment. In consideration of the Board's participation as set forth herein, the Association agrees to indemnify, defend and hold harmless the Board from any claim, suit or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses that may arise out of any action taken or not taken by the Board pursuant to this Article.

This payment shall be within thirty (30) calendar days of the last day of employment, but the employee may at his/her option defer the payment to a specified date within one (1) calendar day year of the actual retirement date.

D. Up to three (3) personal days per year shall be granted to all full-time employees, provided, however, that these days shall not be taken before or after a holiday or school recess. No oral or written reason is required, but at least forty-eight (48) hours advance notice shall be given to the Building and Grounds Supervisor and appropriate building principal, except in the case of an emergency, which must be reported to the Building and Grounds Supervisor and Superintendent. Any personal days not utilized during the school year may be accumulated to an employee's accumulated sick leave in the District, or may be redeemed at the end of the school year at the daily rate of seventy dollars (\$70.00). Employees beginning their employment after January 1st shall receive one (1) personal day for the remainder of the school year.

E. Holidays - Employee holidays are as set forth herein:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Veteran's Day	New Year's Day
	Washington's Birthday
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve	2 Floating Holidays

Thursday and Friday will remain holidays during the N.J.E.A. annual convention. If employees are required to work on said holidays, they shall receive pay at the proper overtime rate as set forth in Article IV, paragraph C. Employees shall be granted equal time off in the event said holidays occur on a Saturday or Sunday or in the event that said holidays occur at a time when school is open.

F. Vacation - All full-time employees hired after June 30, 1999 shall receive one (1) day per month of prorated vacation (not to exceed ten (10) days) for the first year of employment to be taken after July 1 of that year. All full-time employees shall receive two (2) weeks vacation with pay each year, after completing the first year, three (3) weeks vacation after serving five (5) years, three (3) weeks and 3 days vacation after serving ten (10) years and four (4) weeks vacation after serving twelve (12) years. One (1) day of prorated vacation will be granted (not to exceed ten (10) days) for each month employed if the position is terminated by Board action. When requesting that vacation be used, the employee must obtain the approval of the head custodian (unless said employee is assigned the head custodian position), Building and Grounds Supervisor, building principal, and Superintendent of Schools. This policy includes the following adjustments:

After 5 years of Service:	3 weeks' vacation (15 days)
After 10 years of Service:	3 weeks' vacation plus 3 days (18 days)
After 12 years of Service:	4 weeks' vacation (20 days)

G. Released time for official O.C.A. business may be granted to an O.C.A. officer or representative collectively up to a total of three (3) days in any school year and subject to approval by the Superintendent of Schools.

H. Bereavement – Employees shall be granted leave with pay for bereavement of a member of the immediate family of the employee or spouse in accordance with Board Policy.

I. Jury Duty - Employee serving on a jury of the United States or any state within these United States shall be paid by the Board of Education his/her daily rate of pay for everyday the employee is required to be away from the job for serving on said jury. The employee, upon receipt of notice, shall submit a District absence request form to his/her head custodian, building principal, Building and Ground Supervisor, and Superintendent. Evening employees are expected to report to work if they are released by the presiding judge or respective court prior to 1 pm on the day they are assigned. Evening employees released after 1 pm will be excused for that evening's shift. Documentation of release from Judge or Court must be maintained.

J. Tenure – Whenever any employee has completed three (3) consecutive years of employment and has commenced his/her fourth year, said employee shall attain tenure at the start of the fourth year. Effective July 1, 2008, any newly hired employee will earn tenure after completing six (6) consecutive calendar years of satisfactory service. Said employee shall attain tenure at the start of the seventh year.

K. Mileage Allowance - The following shall be the schedule of mileage allowances for approved use of employee owned vehicles:

Reimbursement for mileage will be at the official State rate per mile in effect on July 1 of each year.

L. Uniforms and Equipment –

1. All employees shall be provided with five (5) sets of uniforms per fiscal year (five (5) shirts and five (5) pants). Summer (light) weight shirts shall be included as part of the annual uniform order, and each custodian's five (5) sets of uniforms shall contain a mix of lighter shirts for summer wear and heavier shirts (identical to those currently used) for winter wear.

2. An annual allowance for work shoes of up to two hundred and fifty dollars (\$250.00), supported by paid receipts, will be provided to each full-time employee for the duration of this contract.

3. The State Boiler License, CPR, or any other mandated license fee for all employees possessing a license will be reimbursed by the Board, supported by a paid receipt.

4. Two (2) sets of rain gear/foul weather gear will be provided at each school.

5. For the duration of this contract, one outside jacket shall be provided to each full-time custodian up to a maximum of one hundred dollars (\$100.00).

6. Safety equipment will be furnished as requested, subject to approval of the building principal.

7. The Board shall provide each custodial employee with one (1) pair of heavy coveralls during the three (3) year period covered by this Agreement to be used during snow removal. Employees are permitted to waive the coveralls if a pair has already been provided by the District. The Board will provide a waiver form to be completed and signed by the custodial employees that exercise this option.

M. Professional Development: Following the successful completion of two successive years of full-time employment, employees will be eligible to receive reimbursement for work-related coursework, subject to the following:

1. All coursework must be approved in advance by the Business Administrator.

2. Upon completion of a course(s), a transcript shall be submitted to the office of the Business Administrator reflecting satisfactory completion of the course with a grade of B or equivalent. Failure to achieve at least a grade of B or equivalent shall negate the Board's responsibility to contribute towards reimbursement of tuition costs of said course(s). For classes that provide a Pass/Fail grading system a "pass" shall represent satisfactory completion.

3. No later than June 30th of each year, each employee seeking reimbursement for courses completed during the fiscal year shall submit a voucher with receipts for tuition costs annexed, to the Business Administrator.

4. If all approval criteria have been satisfied, the employee may be reimbursed to a maximum of six hundred dollars (\$600) for tuition costs that are related to courses that are successfully completed during each school year covered by this Agreement.

5. Employees are required to reimburse the district in full for any course reimbursement they received should the employee voluntarily separate from the district within two years of receiving said reimbursement

ARTICLE VI — MEDICAL INSURANCE

A. Health Care Insurance: In addition to the salaries set forth in Schedules A-1 and A-2, the Board covenants and agrees to cover all full-time employees only and their dependents only in a plan with the School Employees Health Benefits Program, or in another plan providing equal coverage, said plan to include hospitalization, medical-surgical coverage.

1. Effective July 1, 2008, the prescription co-pay flow through will be eliminated from the medical plan.

2. Effective January 1, 2014, all employees shall receive health care coverage through the SEHBP. For employees who commenced employment on or after July 1, 2008, the Board's maximum contribution shall be the premium cost for the New Jersey Direct 15 Plan for an employee and his or her eligible dependent(s). Employees who commenced employment on or after July 1, 2008, wishing to enroll in New Jersey Direct 10 or any other plan offered by the SEHBP shall pay one hundred percent (100%) of any premium cost exceeding that of New Jersey Direct 15.

B. Dental Plan: In addition to the salaries set forth in Schedules A-1 and A-2, the Board covenants and agrees to cover all full-time employees only and their dependents only with full family dental coverage for U.C.R. plan, as set forth in Schedule D.

C. Prescription Drug Plan: The prescription drug plan will be with Benecard which has a \$15.00/\$20.00 co-pay for retail and a \$20.00/\$25.00 co-pay for mail order for full-time employees only and their dependents only, or other plan providing equal coverage.

D. Section 125 Plan: The Board of Education will offer the following Section 125 Plans:

1. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

2. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount as determined by the Board paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by an

employee cannot be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third-party administrator up to the annual amount specified by the employee. Any funds left over at the end of each year (June 30) will be returned to the Board. The Board shall have the right to select the third-party administrator and will be responsible for the cost of the same. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

3. A benefit waiver plan will be made available to any eligible employee who desires to waive his or her medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. Any eligible employee who opts to waive his/her medical benefit must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The cash incentive to be provided to any eligible employee waiving his or her insurance shall be two thousand seven hundred fifty dollars (\$2,750) for medical benefits, nine hundred dollars (\$900) for prescription benefits and three hundred fifty dollars (\$350) for dental benefits, which shall be prorated for any employee who is employed for less than a full year. The annual cash incentive will be paid in two (2) installments in December and June. The annual tax incentive is fully taxable and subject to all required withholding taxes. An eligible employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the eligible employee provides proof of a life status change. If an eligible employee re-enrolls during the year because of a life status change the cash incentive will be prorated.

E. Each member shall contribute towards the cost of his or her health insurance and prescription drug plan, either at the rate of: (a) one and one-half percent (1.5%) of the member's annual base salary or (b) the percentage of insurance premium established with Tier 4 of Chapter 78 P.L. 2011, whichever is greater.

ARTICLE VII — MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

A. To direct employees of the school district;

B. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;

C. To relieve employees from duty because of lack of work or for other legitimate reasons;

D. To maintain efficiency of the school district operations entrusted to them;

E. To determine the methods, means and personnel by which such operations are to be conducted; and

F. To take whatever action may be necessary to carry out the duties, responsibilities and goals of the school district.

ARTICLE VIII — FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE IX — MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE X — NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE XI — INITIAL SALARY PLACEMENT

Initial placement on the salary guide shall be non-negotiable and shall be determined by the Board and the new employee and/or promoted employee.

ARTICLE XII — DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2017, and shall continue in full force and effect through June 30, 2022.

ARTICLE XIII — SALARY GUIDES

Salary guides are set forth in Schedule A-1 for the Custodians and Schedule A-2 for the Head Custodians, which are attached hereto and made a part hereof.

SCHEDULE A-1 — CUSTODIAN SALARY GUIDES

STEP	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
0	35,781	36,368	36,942	37,572	38,304
1	36,781	37,368	37,942	38,572	39,304
2	37,811	38,398	38,972	39,602	40,334
3	38,669	39,256	39,830	40,460	41,192
4	39,658	40,245	40,819	41,449	42,181
5	41,079	41,666	42,240	42,870	43,602
6	42,271	42,858	43,432	44,062	44,794
7	43,417	44,004	44,578	45,208	45,940
8	44,636	45,223	45,797	46,427	47,159
9	45,888	46,475	47,049	47,679	48,411
10	46,654	47,241	47,815	48,445	49,177
11	47,369	47,956	48,530	49,160	49,892
12	48,054	48,641	49,215	49,845	50,577
13	48,679	49,266	49,840	50,470	51,202
14	49,627	50,214	50,788	51,418	52,150
15	50,574	51,161	51,735	52,365	53,097

Add to base salary above guide step:

Boiler License (all custodians).....	\$ 800
Night Supervisor, Elementary	\$ 1,490
Night Supervisor, VMS	\$ 1,650
Head Custodians, VMS.....	\$ 1,750

Longevity: after completion of 10 years in district, as determined by the District's seniority list, \$1,500 shall be added to the base salary. After completion of 15 years in district, as determined by the District's seniority list, an additional \$1,850 shall be added to the base salary for a total longevity award of \$3,350.

Longevity shall be paid to full-time employees beginning July 1 of January 1 immediately following the completion of years of service as specified above. Payment shall be made in conjunction with the employees' contractual salaries in accordance with the salary schedule in effect in the District.

SCHEDULE A-2 — HEAD CUSTODIAN SALARY GUIDES

STEP	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
0	39,087	39,674	40,248	40,878	41,610
1	40,182	40,769	41,343	41,973	42,705
2	41,308	41,895	42,469	43,099	43,831
3	42,466	43,053	43,627	44,257	44,989
4	43,657	44,244	44,818	45,448	46,180
5	44,883	45,470	46,044	46,674	47,406
6	46,144	46,731	47,305	47,935	48,667
7	47,441	48,028	48,602	49,232	49,964
8	48,775	49,362	49,936	50,566	51,298
9	50,145	50,732	51,306	51,936	52,668
10	50,983	51,570	52,144	52,774	53,506
11	51,765	52,352	52,926	53,556	54,288
12	52,657	53,244	53,818	54,448	55,180
13	53,679	54,266	54,840	55,470	56,202
14	54,725	55,312	55,886	56,516	57,248
15	56,220	56,807	57,381	58,011	58,743

Add to base salary above guide step:

Boiler License (all custodians).....	\$ 800
Night Supervisor, Elementary	\$ 1,490
Night Supervisor, VMS	\$ 1,650
Head Custodians, VMS.....	\$ 1,750

Longevity: after completion of 10 years in district, as determined by the District's seniority list, \$1,500 shall be added to the base salary. After completion of 15 years in district, as determined by the District's seniority list, an additional \$1,850 shall be added to the base salary for a total longevity award of \$3,350.

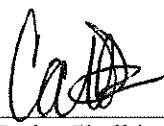
Longevity shall be paid to full-time employees beginning July 1 of January 1 immediately following the completion of years of service as specified above. Payment shall be made in conjunction with the employees' contractual salaries in accordance with the salary schedule in effect in the District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

**THE BOARD OF
EDUCATION OF THE
BOROUGH OF OAKLAND**

By: 
Rachel DeCarlo
Board Secretary/
Business Administrator

By: 
Carita Shelkin
Board President

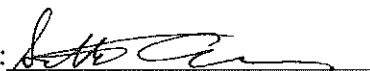
Dated: 1/16/18

Dated: _____

ATTEST:

**OAKLAND CUSTODIANS'
ASSOCIATION**

By: 

By: 

Dated: _____

Dated: _____

SCHEDULE B — GRIEVANCE PROCEDURE

The term “grievance” means a complaint by any employee that, as to him/her, there has been inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of his/her employment.

The term “grievance” and the procedure relative thereto shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee;
- (b) in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in 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;
- (d) in matters involving policies and administrative decisions.

The term “employee” shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate supervisor, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any state of the grievance procedure.

5. An employee shall first discuss his/her grievance orally with his/her immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- a. the nature of the grievance;
- b. the results of the previous discussions;
- c. the specific remedy sought.

7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the Superintendent to act or

within five (5) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have their right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented. The arbitrator can add nothing to or subtract anything from the agreement between the parties.

A request for binding arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and

the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied with the determination may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) calendar days of the issuance of said order, ruling or directive, or within five (5) calendar days of the time when same should have been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- a. the order, ruling or determination complained of;
- b. the basis of the complaint;
- c. a request for a hearing if a hearing is desired.

A copy of the writing setting forth the above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to the full procedure hereinabove set forth.

SCHEDULE C - DENTAL PLAN

MAXIMUM AMOUNTS PAYABLE

Co-Payment Preventive and Diagnostic:	100%
Remaining Basic Benefits:	80/20%
Crowns, Inlays and Gold Restorations:	60/40%
Restorations:	60/40%
Prosthodontic Benefits:	60/40%
Orthodontic Benefits:	50/50%

The maximum amount payable for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

Orthodontic Benefits are subject to a \$1,200.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.