

AGREEMENT
between the
MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION

and
LOCAL NO. 11
affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

July 1, 2006 to June 30, 2009

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This Agreement, made between the Middletown Township Board of Education, with its facilities in Middletown, New Jersey, hereafter referred to as the "Employer," and Local Union No. 11, affiliated with the International Brotherhood of Teamsters, with its principal place of business at 810 Belmont Avenue, North Haledon, New Jersey, hereafter referred to as the "Union," for and on behalf of those designated employees named in Article 1, Recognition.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all custodians, groundsman, stock clerks, maintenance helpers and maintenance mechanics employed by the Board of Education, but excluding all clerical employees, professional employees, administrative employees, including supervisors and foremen as defined in Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act."

ARTICLE 2
EMPLOYER RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Employer agrees that every employee shall have the right to freely join, organize and support the Union and its affil

iates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the state of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act" or other laws of New Jersey and the United States.

ARTICLE 3
CHECK-OFF/REPRESENTATION FEE

3:1 The Employer, after receipt of written authorization from an employee, shall deduct the dues from such employee's paycheck due to him on the first pay day of each month and shall transmit said monies to the Secretary-Treasurer of the Union. Any such employee who does not receive a paycheck on the first pay of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not deducted from the current month shall be deducted from the last paycheck of such employee when he leaves the employ of the Employer or upon his discharge. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such employee up to date. The Employer agrees to forward the full name and address (or application obtained from the shop steward) for all new employees who become Union members and for whom an initiation fee is deducted. The Employer further agrees to notify the Union when any employee is dis

charged, granted leave of absence, leaves the employ of the Employer for any reason whatsoever or is absent due to illness or injury for a period exceeding thirty days. Members who do not receive any paycheck in a month shall have the dues deducted for the months when dues were not deducted from their first paycheck upon their return to work, unless the member has taken out a withdrawal card from the Union.

3:2 In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, the proper amount of initiation fee and any back dues owed by the member.

3:3 The total amount deducted shall be paid to the Local Union within five working days after such deduction is made.

3:4 Representation Fee

3:4.1 If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative.

3:4.2a Prior to the beginning of each membership

year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The representation fee paid by non-members will be equal to 85% of that amount.

3:4.2b In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

3:4.3a Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 3:4.3b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

3:4.3b The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

The deductions will begin with the first pay check paid:

3:4.3b.1 10 days after receipt of the aforesaid list by the Employer; or

3:4.3b.2 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3:4.3c If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

3:4.3d Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

3:4.3e The Union will notify the Employer in writing of any changes in the list provided for in paragraph 3:4.3a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

3:4.3f On or about the last day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

3:4.3g Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by

N.J.S.A. 34:12A-5.5 (c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 4

HOURS OF WORK AND OVERTIME

4:1 The scheduled work week shall consist of five consecutive eight-hour days between Monday and Friday and/or Tuesday and Saturday.

4:2 Any work performed beyond eight hours in any work day shall be considered overtime and compensated for at one and one-half times the regular hourly rate of pay.

4:3 Any work performed on the day following the five consecutive work days will be compensated at one and one-half times the regular hourly rate of pay, except

for any work performed on Sunday, which will be compensated at two times the regular hourly rate.

4:4 Employees called to work prior to the start of their normally assigned shift shall be paid overtime at one and one-half times their regular rate for such time worked beyond eight hours.

4:5 In the event an employee reports for regularly scheduled work without having been previously notified that there is no work, the employee shall be guaranteed four hours pay at his regular rate of pay, and may be required to work.

4:6 Overtime shall be distributed as equally as is practical among the employees qualified and capable of performing the work available. Overtime for maintenance personnel shall be distributed on a seniority basis for employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board of Education or its designee.

4:7 In the event an employee is called back to work after leaving at the conclusion of his normal work shift, the employee will be entitled to a minimum of two hours pay at the overtime rate that is applicable, said overtime to begin upon arrival at the work area.

4:8 Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

4:9.1 The parties agree that, in the absence of regularly employed personnel, substitutes may be utilized as replacements. The intent of this section is to clarify proper use of substitute personnel to replace regularly scheduled employees who are on sick leave, personal leave, vacation leave, worker's compensation, etc.

4:9.2 In the event a substitute is utilized more than thirty days in a single work location, the substitute shall be paid at a regular rate equivalent to the first step of the appropriate salary schedule. Said substitute shall be temporarily employed on a full-time basis, thereby requiring the substitute to pay Union dues or agency shop, as the contract may provide. However, the substitute shall not be entitled to any other benefits set forth in this Agreement.

4:10 Employees who work more than one-half of their shift after 2:30 pm shall receive a shift premium as set forth in Schedule "B" attached.

4:11 Premium shift payments shall only be paid to those employees assigned by the Employer to a shift which requires premium payments.

4:12 Maintenance employees' overtime shall be restricted to ability to perform. The Director of Buildings and Grounds, or his designee, will determine the qualifications necessary to equitably assign overtime (e.g., carpenter, plumber, electrician, etc.), as related to the work assignment. General work such as snow clearing, emergency cleanup, etc. will be assigned on a rotation basis subject to ability to perform.

4:13 Maintenance employees will not be used as substitute custodians except in emergency situations.

4:14 In the event overtime is necessary, and rotation has been utilized, the Employer clearly reserves the right to assign employees overtime on the basis of operational needs. Mandatory overtime will be assigned on the basis of inverse seniority.

4:15 Only in the event of a district financial hardship and upon the authority of the Superintendent, the district may offer compensatory time in lieu of overtime pay at a rate of 1.5 hours compensatory hours for every hour worked. Employees shall have the right to refuse overtime when compensatory time is offered in lieu of payment.

4:16 The employees eight hour work day shall include a one-half hour paid lunch period. Unit members shall not leave their assigned location during lunch.

4:17 If the district is closed due to inclement weather and NO employees are required to report to work, all unit members who are required to report to work will be paid at the rate of 1.5 times their normal rate. Should the district be closed due to inclement weather during the course of the normal workday, unit members who work shall be paid at the 1.5 rate until such time as other employees are required to return to work.

ARTICLE 5
SENIORITY

5:1 On September 1st of each year, the Employer shall establish and publish a seniority list of employees' names and dates of employment from the last date of hire, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the names of such senior employees, in order, until the name of the employee with the shortest length of service appears at the foot of the list. Such list shall be published for each of the categories of employees (e.g., custodian, groundsman, stock clerk, maintenance helper and maintenance mechanic).

5:2 The seniority of each employee shall date from the employee's date of last hiring with the Employer.

ARTICLE 6

FORCE REDUCTION (LAYOFF)

6:1 The Employer agrees that it will not engage any new employees in any given category unless all of the employees presently employed in that category are working the scheduled hours noted in this Agreement.

6:2 In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation (e.g., cus

todian, groundsman, stock clerk, maintenance helper, maintenance mechanic) involved. The employee with the least seniority shall be laid off first and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first rehired. In the event an employee obtains a position in another classification, he shall maintain seniority rights in his prior classification in the event of force reduction.

6:3 The parties further agree that, in the event of a forced reduction, district-wide seniority will permit employees to bump to a lower category, but will not permit employees in a lower category to bump upward.

6:4 The Shop Steward and the employees involved in such layoffs shall receive seventy-two hours notice prior to any layoff.

6:5 Seniority shall cease under the following conditions:

6:5.1 Resignation or termination for cause.

6:5.2 Failure to report for work or recall after layoff. Recall shall be made by registered mail to the last known address in the files of the Middletown Township Board of Education. Failure to respond within eight days shall be deemed to be a resignation.

6:5.3 Layoff for a period of one year.

6:6.1 Nothing in this Article relating to tenure of office shall be held to limit the right of the Employer to reduce the number of employees employed in the district. Whenever, in the judgement of the Employer, it is advisable to abolish any such positions, for reason of economy, or because of reduction in the number of pupils, or of change in the administrative or supervisory organization of the district, or for other good cause, the Employer shall comply with the provisions of this Article.

6:6.2 Any currently employed bargaining unit member, whose position is abolished as a result of a reduction pursuant to this paragraph, will have the opportunity to displace or bump a less senior employee if the qualifications of both employees are at least equal. However, in the event of conflict, the provisions of Section 6:3 shall be controlling.

6:7 Shop Stewards shall have the top seniority while serving in that capacity during the period covered by this Agreement.

ARTICLE 7

JOB VACANCIES, NEW JOBS CREATED
OR PROMOTIONS

7:1 If a new job is created, if a vacancy occurs in a higher/related position, or a promotion is to be made, and if two or more equally qualified employees apply for such position or promotion, seniority shall be a factor to be

considered in the selection of the employee to fill such position before any new employee is hired. The selection of a chief custodian or assistant chief custodian will not be made, when practicable, without consultation with the Director of Buildings and Grounds. At no time will Union members participate in the selection of candidates for these position.

7:2 The Employer agrees to post a notice of such new job vacancy or promotion on the bulletin board for a period of five working days. Such notice shall contain a description of the job, the rate and when the job will be available. Anyone interested, in order to be eligible, must sign the notice. The Union's Chief Shop Steward will receive a copy of such notice when it is posted. Such notices shall be posted on a bulletin board proximate to the location in each building where employees time sheets or time clocks are located.

7:3 The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Employer within three days of such acceptance. If there are no successful bids, the Employer may appoint from within the district or hire from outside the district to fill such jobs.

7:4 Any employee hired for a position from outside the district shall be granted a trial period of up to one year. If it shall be determined during the said trial period that the employee is not performing satisfactorily, the employer may, at its discretion, discharge the employee. Any

employee of the district selected to fill a promotional position shall be granted a trial period of up to six months. If it shall be determined by the employer during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto.

7:5 Alleged violations of this Article shall not be subject to the provisions of Section 18:4 (Arbitration).

7:6 The bidding procedure will apply only to the original vacancy. Lateral bidding or down bidding will be permitted.

ARTICLE 8
NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the state of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any

employee by reason of his membership in the Union and its affiliates. It is also mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from the enjoyment of any rights conferred by this Agreement and/or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

ARTICLE 9
HOLIDAYS

9:1 Employees on a twelve-month basis shall observe the working calendar as prepared by the Central Office Administrator and approved by the Board. The present policy of 14 paid holidays shall continue in effect. The Board's calendar of holidays will be prepared following consultation with the Union. In the event that the Employer finds it necessary to change the calendar of holidays, based on operational need, then an alternative holiday will be provided in order that employees will receive their allocation of 14 paid holidays. In the event of such change in calendar, the employees will be entitled only to the alternative holiday, and will not be paid double time for the previously scheduled holiday that the employees must work.

9:2 In the event an employee works on a scheduled holiday, on other than a day when school is scheduled, the employee shall be paid for such work at two times the employee's regular rate. In addition, the employee will be

granted an alternative holiday, or be paid for the holiday, at the discretion of the Employer.

9:3 If a holiday falls on a Saturday or Sunday, the employee will be given a compensation day or will be paid for the holiday at the discretion of the Employer. Should the Employer elect to give a compensation day, same will be given within two weeks from the date of the holiday in question or else the Board waives its right to give a compensation day and must pay the employee for the holidays worked.

9:4 If a holiday falls within the vacation period, the employee shall receive pay for same or an additional day of vacation.

ARTICLE 10
VACATIONS

10:1 In accordance with the following schedule, the Employer agrees to grant paid vacations to all twelvemonth employees in the bargaining unit:

10:1.1 If employed on or after May 1, no vacation can be earned through the end of the school year. If employed before May 1, one vacation day will be granted for each ten weeks of service during the school year. The portion of the initial year of hire (prior to July 1 of the next work year) shall be counted as year one only for the purpose of vacation calculation.

10:1.2 From the beginning of year 2 to the end of year 5 -- ten days vacation.

10:1.3 From the beginning of year 6 to the end of year 10 -- fifteen days vacation.

10:1.4 From the beginning of year 11 to the end of year 20 -- twenty days vacation.

10:1.5 Above twenty years -- twenty-five days vacation. This provision applies only to employees hired prior to July 1, 2006.

10:2 Effective July 1, 2006, employees must take vacation to which they are entitled within the thirteen month period following the year in which it was earned.

10:3 Vacations may be taken, with the advance approval of the Director of Buildings and Grounds, or his designee, at any time during the year. The decision of the Director of Buildings and Grounds, or his designee, to grant or not grant vacations at a particular time shall be based on the operational needs of the district and shall not be subject to the grievance procedure set forth herein.

10:4 In the event an employee voluntarily leaves the employment of the Employer before his vacation period, and if two weeks notice of termination is given, the Employer shall compensate the employee for any accrued vacation time that may be due him, in accordance with the above schedule.

10:5 In the event of conflict in the selection of vacation time, the Employer shall have the right to grant vacation on a seniority basis, or as operational needs of the district dictate.

10:6 Any ten-month employee who transfers to a twelve-month position shall have the employee's total work time in the district converted to a twelve-month per year basis and be placed on the appropriate year of the vacation schedule for twelve-month employees.

ARTICLE 11

GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE

11:1 An employee who expects to be absent on a given day must notify the proper person, as designated by the Personnel Administrator, as soon as possible, but not later than twenty-four hours prior to the day the employee is to be absent. Whenever possible, the proper person should be notified forty-eight hours in advance of the day the employee intends to be absent.

11:2 Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Personnel Administrator on or before April 1st prior to the expiration of such leave whether said employee intends to return to his former position. In all other instances involving leave of absence,

it shall be necessary for the employee on leave to notify the Personnel Administrator no later than one month prior to the expiration of such leave whether said employee intends to return to his former position. In the event the Personnel Administrator is not so notified, the Employer shall have no obligation to return said employee to his employment.

11:3 Employees may be granted special leave for reasons approved by the Employer. Such leave will be without pay; however, such leave may not exceed one school

year and the Employer reserves the right to determine the number of employees who may be granted such leave in any one year. Such leave can only be obtained once every ten years. Requests for such leave must be received by the Employer no later than May 1st of the year preceding the year for which the leave is to be granted.

ARTICLE 12

SICK LEAVE

12:1 Full-time twelve month employees of the Middletown Township Board of Education shall be allowed, without deduction from salary, twelve working days sick leave per year for personal illness or injury. Ten-month employees shall be allowed, without deduction from salary, ten working days sick leave per year for personal illness or injury.

12:2 When an immediate family member of an

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employee falls ill, and such immediate family member lives in the employee's household, an employee may be allowed leave with full pay. Such leave shall not exceed a maximum of five working days in any one year. Any leave taken under this provision shall be subtracted from the employee's personal sick leave time.

12:3 Cumulative Leave:

12:3.1 The total number of days of sick leave that may be used by an employee in any one school year shall be the current annual sick leave allowance of twelve days plus the accumulated reserve for full-time employees, and ten days plus the accumulated reserve for ten-month employees.

12:3.2 Any employee who is appointed after the opening of school shall be credited with sick leave at one day per month for the balance of that school year.

12:3.3 Absences on sick leave shall be charged first to the annual allowance of any employee, until it is fully utilized, and thereafter to the accumulated reserve.

12:4 When an employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board.

12:5 In case of sick leave claimed, the Employer may require a physician's certificate to be filed with the Personnel Administrator in order to obtain sick leave.

12:6 No employee shall lose an accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during leave of absence.

12:7 Should an employee avail himself of the leave benefits in this Article without just cause, such action shall be grounds for dismissal.

12:8 Should an employee be quarantined, not because of personal illness, but as a result of illness within the employee's immediate household, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Personnel Administrator. When the quarantine is because of personal illness, the employee shall be charged with sick leave time.

12:9 Sick leave shall be defined as any absence due to illness or injury, including visits to doctors, dentists and other medical practitioners for the purpose of examinations and/or treatment.

12:10 Teamsters Local No. 11 members who retire under the provisions of P.E.R.S. after completing a minimum of fifteen years in Middletown Township shall receive reimbursement for unused sick leave at the rate of \$35 per day, to a maximum of \$3,500.

ARTICLE 13

ABSENCE FOR PERSONAL REASONS

13:1 Three days of absence for urgent personal need or business shall be allowed, with full pay, each year. Except in cases of emergency, application to the Director of Buildings and Grounds, or his designee, shall be made at least one day (24 hours) before such leave. The applicant shall not be required to state the reason for requesting such leave. It is understood that rejection by the Employer shall be subject to Article 18, Grievance Procedure. However, the Employer may request that the employee, if possible, schedule such personal absence at an alternative time, if operational needs make such request necessary.

13:2 Absence due to death in the employee's immediate family shall be allowed, with pay, for a period not to exceed five work days in each such case. Immediate family is defined as mother, father, grandparents, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, sister, brother, husband or wife, sister-in-law or brother-in-law. Immediate family will also include any member of the family living in the same household. Such leave shall be continuous, not counting weekend days, and shall commence one (1) day after the date of death. Employees may also be granted one day's absence in the event of the death of a friend or relative of the employee outside the employee's immediate family or household, at the discretion of the Central Administration.

13:3 If an emergency, such as flooding, severe weather conditions or some other act of God, prevents an employee from arriving at his/her assigned school, said employee shall follow the prescribed procedure for reporting an absence as soon as possible. The employee shall then report to the school located nearest his/her residence for duty. The absence resulting from such an emergency shall not be charged to the employee as a personal day of absence. However, such absence shall be subject to the approval of the Superintendent, and the Superintendent's decision to approve or disapprove this emergency request is within the Superintendent's sole discretion, provided his decision is neither arbitrary nor capricious.

13:4 Unused personal days shall be added to the employee's accumulated sick leave at the end of each year.

13:5 All unit members shall be entitled to Family Leave consistent with State and federal law and Board Policy 4431.1.

13:6 Unit members may request and shall be granted maternity leave without pay. Application for said leave shall be made in accordance with the form mutually agreed to by the Board and the union. In no case shall a maternity leave be granted for a period beyond the term of the current individual employment agreement of the affected employee.

ARTICLE 14

ABSENCE FOR COURT APPEARANCE

OR JURY DUTY

14:1 Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Personnel Administrator, and the court action arises out of or in the course of the employee's employment, or in another legal proceeding if the employee is required by subpoena to attend and is not a party to the suit. This provision shall not apply to absences resulting from any employee's processing of his personal Worker's Compensation Claims. Such absences shall be without pay.

14:2 Should an employee be a party to a suit, absence from school in that connection shall be without pay.

14:3 Should an employee be required to serve on jury duty, the Personnel Administrator shall be notified and said employee shall suffer no loss of pay or time while so serving.

ARTICLE 15

UNION RIGHTS AND PRIVILEGES

15:1 In response to reasonable requests, the Employer agrees to furnish available public information to the Union or its representatives.

15:2 With the approval of the Personnel Administrator, whenever any representative of the Union, or any custodian or maintenance employee, participates during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three days.

15:3 The Union and its representatives shall be granted use of school buildings at reasonable hours for

meetings, providing prior written approval is obtained from the Personnel Administrator or his/ her designee.

15:4 The Union shall have the right to use the school mail facilities, providing it obtains authorization from the Personnel Administrator, and such use does not conflict with the normal school mail operations. A copy of such mail shall be filed with the Personnel Administrator prior to being placed in the school mail facilities.

15:5 Union officials, or any of their authorized representatives, shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. The Union officials, or their representatives, shall notify the Employer upon their arrival in such cases.

ARTICLE 16

VETERANS RIGHTS AND BENEFITS

16:1The seniority rights of all employees who enlist or who are drafted pursuant to law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such

military service. The provisions of this paragraph shall be ineffective if the enlistment extends beyond four years.

16:2 Such reinstatement of veterans shall be upon application therefore made within ninety days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

16:3 Whenever employees are called to active military duty for brief periods of time, they shall be paid the difference between their military pay and their regular rate of pay only for the first ten working days of said active service.

16:4 When an employee in the Reserves is called upon, the Employer agrees to allow the necessary time for such employee to perform his duties, without impairment of his seniority rights.

16:5 The Board agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE 17 DISCHARGE

There shall be no discharge of an employee who has completed one year of service in the school district, except for just and sufficient cause. The Union shall be notified as to the reason for the discharge of any employee at the

time of such discharge. "Just and sufficient cause" shall mean documented facts setting forth the deficiencies or improper actions of the employee, including statements by fellow employees, supervisors and other interested parties.

ARTICLE 18
GRIEVANCE PROCEDURE AND ARBITRATION

The purpose of this Article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

18:1 Definitions:

18:1.1 Grievance: A grievance shall mean a complaint based upon a wrong believed by an employee, in the negotiating unit, to have been suffered by the employee as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement. Further, a grievance shall mean a wrong believed by an employee to have been suffered by the employee as a result of the implementation of a practice or administrative regulation or ruling governing or affecting employees except that the term of grievance shall not apply to any matter which according to the law is exclusively within the discretion of the Board. Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided the alleged grievance arises out of facts similar in substance and circumstances and each

employee joining in the presentation of a single grievance is similarly affected.

18:1.2 Grievant: Grievant shall mean an employee believing to have or to be grieved, or the Union in those instances provided for in Section 18:2.6. Should the Union grieve on behalf of an individual grievant, the latter must comply with the provisions of Section 18:2.6.

18:1.3 Employee: An employee shall mean an employee within the negotiating unit.

18:1.4 Immediate Superior: Immediate Superior in a school building shall mean the Head Custodian, Principal, Supervisor of Plant Operations and Maintenance or Director of Buildings and Grounds, as applicable.

18:1.5 Supervisor of Plant Operations and Maintenance: A district employee duly appointed by the Board of Education to train, supervise, and generally oversee the custodial functions of the school district.

18:1.6 Director of Buildings and Grounds: The district employee hired by the Board of Education to supervise the custodial, maintenance operations and grounds maintenance of the school district.

18:2 Principles:

18:2.1 A grievance, to be considered under this procedure, shall be presented by the grievant or his represen

tative not later than ten calendar days following its occurrence. The number of days allotted at each step of the grievance is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible.

18:2.2 A grievant may present and process the grievance personally or through the Union. Should a grievant want to process the grievance personally, the employee may do so; however, the Union shall be so notified and shall have the right to have its own representative present.

18:2.3 No reprisals shall be taken by the Board or Administration against any employee because they utilize the grievance procedure.

18:2.4 Should a grievance result from actions other than those of the immediate superior, (i.e., the Personnel Administrator, the Superintendent and/or the Board) a grievant may present his grievance initially at the second step of the grievance procedure.

18:2.5 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

18:2.6 If the alleged violation of the Agreement is attributable to concerted action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or to the office of the Superintendent, or to the Board directly, then the Union

shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violations.

18:2.7 The Union's right to grieve provides for the enforcement and administration of its Agreement with the Board and does not intend violation of its individual's rights under law.

18:3 Procedures:

18:3.1 Step 1

18:3.1a A grievant shall initially discuss the matter, identified as a grievance, with his immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section 18:2.1.

18:3.1b A grievant may file a grievance in writing by presenting the written grievance to his immediate superior and forwarding copies to the Personnel Administrator.

18:3.1c The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven calendar days following the date on which it was filed.

18:3.1d The immediate superior shall communicate the decision in writing to the grievant not later than seven calendar days following their meeting. A copy of the deci

sion shall also be forwarded at the same time to the Personnel Administrator.

18:3.2 Step 2

18:3.2a If the grievance has not been resolved at Step 1 of the procedure, the grievant may request a meeting with the Board. If the grievant requests a meeting with the Board, the request shall be made not later than seven calendar days following the superior's decision.

18:3.2b The grievant and the Board or its designee shall meet in an attempt to resolve the grievance not later than seven calendar days following the date on which the meeting was requested.

18:3.2c The Board or its designee shall communicate the decision in writing to the grievant not later than seven calendar days following their meeting.

18:4 Request for Arbitration:

18:4.1 Should the Union be dissatisfied with the decision on the grievance tendered by the Board, and if it involves the interpretation or application of any provision of this Agreement, it may refer the grievance to binding arbitration by written dated notice to the Board, not later than fourteen calendar days following the rendering of the Board's decision.

18:4.2 Within fourteen calendar days following the

reference to arbitration, either party shall have the right to apply to P.E.R.C. to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by P.E.R.C.

18:4.3 A grievance arising under any provision of this agreement, involving Board policy, practice or administrative decision, may be submitted to arbitration for the sole purpose of determining whether the Board's policy, practice, or administrative decision was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse discretion.

18:4.4 The arbitrator shall issue his decision not later than thirty calendar days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decisions:

18:4.4a Contrary to, or inconsistent with, or modifying or varying in any way, terms of agreement, or of applicable laws or rules or regulation having the force and effect of law.

18:4.4b Involving Board policy or practice under the provisions of this Agreement, or under the applicable law;

except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its intent under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

18:4.4c Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

18:4.5 The arbitrator's fee will be shared equally by the parties to the dispute.

18:4.6 The filing or pendency of any grievance under the provisions of this Article or Article 2 shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the decision of the arbitrator.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19:1 No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

19:2 Employees shall be granted two ten-minute coffee breaks per eight-hour shift without loss of pay.

19:3 The Board shall provide reasonable bulletin

board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it, and a removal date. Such notices shall be posted on a bulletin board proximate to the location in each building where employees time sheets or time clocks are located.

19:4 All employees will be reimbursed a uniform allowance of \$450.00 in each year of this Agreement. The dress code is applicable at all times when unit members are on duty (during the day or night shift). It is the intention of the Code to establish a uniform manner of dress for custodians, stock men, maintenance men and groundsmen. The Code is meant to promote respect and a neat appearance of all employees working within the school building and on school property. It is expected that each employee will cooperate in adhering to the Code, and failure to obey will result in discipline and possible forfeiture of reimbursement.

19:5 In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit. This provision shall not apply to work/study students, community service workers, or substitutes.

19:6 No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

19:7 Credit for related prior experience for guide placement shall be at the sole discretion of the Board or its designee. However, once initial placement is made, the employee will move sequentially on the salary guide unless his increment and/or raise is withheld for cause.

19:8 Evaluations shall be made at least twice per year by supervisory employees during the probationary period of unit members. Twice yearly evaluations shall be made by supervisory employees of all post-probationary unit members. Copies of the evaluations will be given to the employee being evaluated, the Building Principal, and the Superintendent or his/her designee. For purposes of this section, "supervisory employees" shall mean custodial supervisors and/or the Building Principal. The Building Principal shall have the opportunity for input into evaluations of unit members being performed by custodial supervisors.

ARTICLE 20
INSURANCE

The Board agrees to provide the following insurance

protection:

20:1 Horizon Blue Cross and Blue Shield:
Traditional Comprehensive
/Major Medical Plan 10-85186
Horizon PPO 60-85185
Horizon POS 20-85186
Horizon HMO 77-85186
Physician Health Services HMO FO-8823
Or equivalent benefits provided through another

insurance carrier or carriers to be selected by the Board.

Effective July 1, 2006, the "flow-through" reimbursement provisions of the traditional and Point of Service health insurance plans shall be eliminated.

20:2 Dental: Delta Dental of New Jersey Group #7505-0001, with a \$25 deductible on Class One Benefits as outlined in Delta's contract of February 1, 1998, or benefits equivalent to the aforementioned plan which may be provided through another insurance carrier.

20:3 The Board will continue to provide prescription coverage at the level in effect as of June 30, 2006, with a co-pay of \$6.00 brand name prescription, \$0 generic prescription, \$0 mail order prescription. There will be an option to have equivalent benefits provided through another insurance carrier.

20:4 The aforementioned insurance coverage shall become effective for new employees as soon as possible, in accordance with the terms of the respective policies. The employer shall make payment of insurance premiums for new employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.

20:5 Each employee shall make, by way of payroll deduction, monetary contribution toward the cost for the Board providing the foregoing insurance plan from July 1 through June 30 of each year of this Contract in the amount of \$375.00 for single coverage And \$675 for dependent coverage.

20:6 The Employer agrees to participate in the Northern New Jersey Teamsters Scholarship Plan with a contribution rate of one cent (\$.01) per hour for each hour paid to each covered employee up to a maximum of 2,080 hours.

The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Scholarship Plan together with Employer contributions, as are required herein, and to so on or before fifteen (15) days following the end of the month for which the payment is being made.

The Employer further agrees that should they fail to pay their contributions to the Scholarship Plan on or before the fifteen (15) days mentioned above, the Employer shall pay a penalty for each additional month or part of a month for which the Employer fails to pay the contributions at the rate of twelve per cent (12%) per annum.

The Employer further agrees that contributions received later than thirty (30) days following the end of the month for which the payment is being made, shall be credited to the month immediately preceding the month in which the payment is received.

The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a Reserve Fund, and to establish additional benefits that are authorized by law. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said funds.

20:7 The Board of Education agrees to administer a
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payroll deduction plan for a disability insurance program selected by the Union.

20:8 Each bargaining unit member shall have the voluntary option to withdraw from the health insurance coverage provided by the School District. Any bargaining unit member who exercises that option shall be paid, over the course of the fiscal year, on the same terms as are currently established for other School District employees. Any bargaining unit member who wishes to exercise this option must present proof of possession of alternative medical insurance coverage.

ARTICLE 21

STRIKES AND LOCKOUTS

21:1 It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout for any cause whatsoever during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

21:2 In the event of a wildcat strike, cessation of work, slowdown or interference of any kind with normal operations, the Union agrees to promptly use its good offices to remedy the conditions.

ARTICLE 22
SALARIES

22:1 Effective July 1, 2006, the salary schedules attached hereto at Schedules A-1, A-3 and A-4 shall be applicable only to salary assignment for a newly hired unit member's first year of work in the District. The salaries of unit members hired prior to July 1, 2006 shall be governed by the following terms, subject to the Board's right to withhold individual employees' salary increments pursuant to law:

- a. Effective July 1, 2006, the base salaries of all unit members employed as of June 30, 2006 shall be increased by 3.50% above the 2005-2006 rate;
- b. Effective July 1, 2007, the base salaries of all unit members employed as of June 30, 2006 shall be increased by 3.50% above the 2006-2007 rate;
- c. Effective July 1, 2008, the base salaries of all unit members employed as of June 30, 2006 shall be increased by 3.50% above the 2007-2008 rate.

Unit members hired during the term of this Agreement shall be placed at the appropriate step of the Salary Guides set forth in Schedules A-1, A-3 and A-4. Initial salary guide placement will continue to be at the discretion of the Board. Effective July 1 following their initial hire, such unit members' salaries shall be increased as set forth in subsections a, b and c of this Article.

22:2 Special contracts are set forth in Schedule "B" attached.

22:3 If the holder of a special contract is absent more than ten working days be reason of illness, the employee acting head will be paid the special contract amount, retroactive from the first day.

22:4 Based on satisfactory performance and a recommendation from the Director of Buildings and Grounds, a maintenance helper may be reclassified to the position of maintenance mechanic. Such reclassification shall never form the basis for a grievance by any employee denied such reclassification.

22:5 Effective July 1, 2006, all Groundsmen shall become Maintenance Helpers, and the Stock and Grounds Guide shall be eliminated. For purposes of the application of Article 22:1, all unit members who were on the Stock and Grounds Guide as of June 30, 2006 shall be considered to have been on the parallel step of the Maintenance Helper Guide for 2005-2006.

22:6 In the event that a unit members are promoted from one category to another during the life of this Agreement, their base salaries shall be increased as follows:

From Custodian to Maintenance Helper	\$2,000
From Custodian to Maintenance Mechanic	\$3,000
From Maintenance Helper to Maintenance Mechanic	\$2,000

ARTICLE 23
SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any order of any administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006
and shall continue in effect until June 30, 2009; and

IN WITNESS WHEREOF, on September 26, 2006,
the parties hereto have caused these presents to be signed
by their duly authorized officers.

**LOCAL NO. 11, affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

**MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION**

**SCHEDULE A-1
CUSTODIANS**

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
a	25,000	25,000	25,000
b	26,000	26,000	26,000
c	27,000	27,000	27,000
d	28,000	28,000	28,000
e	29,000	29,000	29,000
f	30,000	30,000	30,000
g	31,000	31,000	31,000
h	32,000	32,000	32,000
i	33,000	33,000	33,000
j	35,000	35,000	35,000

**SCHEDULE A-3
MAINTENANCE HELPERS**

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
a	27,000	27,000	27,000
b	28,500	28,500	28,500
c	30,000	30,000	30,000
d	31,500	31,500	31,500
e	33,000	33,000	33,000
f	34,500	34,500	34,500
g	36,000	36,000	36,000
h	37,500	37,500	37,500
i	39,000	39,000	39,000
j	40,500	40,500	40,500

**SCHEDULE A-4
MAINTENANCE MECHANICS**

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
a	34,000	34,000	34,000
b	35,000	35,000	35,000
c	36,000	36,000	36,000
d	37,000	37,000	37,000
e	38,000	38,000	38,000
f	39,000	39,000	39,000
g	40,000	40,000	40,000
h	41,000	41,000	41,000
i	42,000	42,000	42,000
j	44,000	44,000	44,000

**SCHEDULE B
SPECIAL CONTRACTS**

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
CHIEF DAY CUSTODIAN			
High Schools	4,553	4,712	4,877
Middle Schools	3,285	3,400	3,519
Harmony	3,073	3,181	3,292
New Monmouth, Nut Swamp, Bayview	2,866	2,966	3,070
Fairview, Lincroft, Middletown Village	2,661	2,754	2,851
Ocean Avenue, Leonardo, Navesink, Port Monmouth, River Plaza	2,557	2,646	2,739
CHIEF NIGHT CUSTODIAN			
High Schools	4,553	4,712	4,877
Middle Schools	3,285	3,400	3,519
OTHER			
Chief Maintenance Mechanic	4,553	4,712	4,877
Chief Groundskeeper	2,933	3,036	3,142
Head of Stock Room	1,935	2,003	2,073
District Electrician	1,788	1,851	1,915
District HVAC	1,788	1,851	1,915
District Plumber	1,788	1,851	1,915
Night Differential	571	591	612
Black Seal License	540	675	844
Pesticide License	1,788	1,851	1,915
Asbestos License	1,788	1,851	1,915
Team HVAC License	1,788	1,851	1,915
Team Plumber License	1,788	1,851	1,915