

**AGREEMENT
BETWEEN
CALDWELL/WEST CALDWELL
CUSTODIANS AND MAINTENANCE ASSOCIATION
AND
BOARD OF EDUCATION CALDWELL/WEST CALDWELL,
NEW JERSEY
For the Period:
July 1, 2011 June 30, 2012**

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2011, by and between the Caldwell/West Caldwell Custodians and Maintenance Association (hereinafter referred to as "Association") and the Caldwell/West Caldwell Board of Education (hereinafter referred to as "Board").

WHEREAS, the Parties hereto agreed to a secret ballot election to determine whether or not a majority of the concerned employees of the Board wished to be represented by the Association for the purpose of collective bargaining, and

WHEREAS, such an election was held whereby all eligible concerned employees voted with a majority of the ballots cast in favor of such representation, and

WHEREAS, the Parties have concluded negotiation of a Successor Agreement on behalf of the concerned employees as to the wages, fringe benefits, and conditions of employment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the exclusive Bargaining Representative for employees of the Board at all facilities under jurisdiction of the Board in the following job classifications:

ASSISTANT CUSTODIAN

LEAD CUSTODIAN HEAD

CUSTODIAN GENERAL

MAINTENANCE

REGULAR PART TIME
CUSTODIANS

WORKING FOREMAN

Excluded from recognition as represented by the Association are per diem substitutes and non-regular part-time employees.

- B. This Agreement shall be binding upon the Parties hereto and their successor and/or assigns.
- C. Wherever the pronoun "he" or "she" appears throughout this Agreement, such pronoun is to be considered as if the other was used.
- D. There shall be no discrimination by either Party for any reason including membership or lack of membership in the Association, age, sex, race, creed, religion, color, or national origin.
- E. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A. Negotiations shall begin at a mutually agreeable date, but not later than April 15 of the year in which this Contract expires. Any Agreement so negotiated and duly ratified by the Parties shall apply to all members of the bargaining unit, be reduced to writing, and be signed by the Board and the Association.

ARTICLE II - AUTHORIZATION FOR DUES - CHECK-OFF OR REPRESENTATION FEE

- A. The Association and the Board agree that each employee covered by this Agreement retains the right to join the Association or to refrain from joining the Association.
- B. Any full time employee who does not become a member of the Association within thirty (30) days of completion of probationary period will be required to pay a representation fee to the Association. This fee will be paid by payroll deduction in similar manner as that for payroll deduction of Association dues. The purpose of this fee will be to offset the non-member

employee's per capita cost of representation services rendered by the Association.

- C. The Board agrees to deduct from the pay of each employee member of the Association, upon presentation of written authorization for such deduction in a form acceptable to the Board, initiation fees as certified by the Association and, during each calendar month, the amount of monthly Association dues. The Board further agrees to deduct from the pay of each employee required to pay a representation fee (under the conditions of Paragraph B above) such amounts, each month subsequent to completion of probationary period, as may be legally established by the Association for non-Association members of the Bargaining Unit. Such representation fee shall not exceed eighty-five percent (85%) of the legal maximum of the regular membership dues, fees, and assessments. Deductions made pursuant hereto shall be remitted by the Board to the Association not later than the twenty-fifth (25th) day of each month, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Association President.
- D. The Association agrees to certify to the Board, prior to the start of each year, the amount of the representation fee for each class of employee covered by this Agreement. The Association will also certify to the Board that the assessed amounts do not exceed the legal maximum deduction and do not include any amount of dues, fees, and assessments that are expended by the Association or its affiliates for partisan, political, or ideological activities or causes that are incidentally related to terms and conditions of employment or applied toward the cost of benefits available only to members of the Association. The Association will also certify to the Board that it has in place a demand and return system to provide for appeal to the Association by non-Association bargaining unit employees of the assessed representation fee.
- E. The Board shall notify the Association of the names, job titles, and dates of employment of all new employees who are employed in bargaining unit positions within thirty (30) days of the first effective date of their employment.
- F. The Association shall submit to the Board a list of those bargaining unit employees who are not members of the Association and from whose pay the representation fee deductions are to be made. Following notification, the Board will deduct the representation fee from the paychecks of said employees.
- G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with the provisions of this Article.

ARTICLE III - SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of such provision to any person or circumstance is held to be contrary to law, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. The Parties further agree that upon the final determination of any provisions or the application thereof, they will meet and draft new language to accomplish the lawful purposes intended.

ARTICLE IV - BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules, regulations, and laws to manage the district. Included in these rights are the following:

- A. To direct the members of the bargaining unit.
- B. To hire, promote, transfer, assign, and retain employees in positions in the school district.
- C. To suspend, demote, discharge, or take other disciplinary action against members of the unit in appropriate cases, subject to the employee's right to resort to the grievance procedure.

- D. To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons.
- E. To maintain the efficiency of the school district operations entrusted to the Board.
- F. To determine the methods, means, and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE V - MUTUAL COOPERATION

- A. The Parties agree that there shall be the utmost cooperation between the Parties in accomplishing the terms and conditions of this Agreement and the work to be done in accordance with the good faith demonstrated by way of this Agreement. To the extent that certain situations which may be discussed throughout the life of the Agreement not specifically provided for in this Agreement result in mutual agreement such shall be reduced in writing, signed by the Parties, and become a part of this Agreement. Discussions concerning specific provisions contained herein shall be to the extent so provided.
- B. During the life of this Agreement, there shall be no lockouts on the part of the Board, nor suspension of work, slow-downs, or strikes on the part of the Association and/or employees. Any employee taking such action unsanctioned by the Association may be discharged immediately.
- C. The Board agrees that it will not negotiate individually with any employee, subsequent to an employee's first or initial contract, relative to matters concerning wages, hours, terms, or conditions of employment.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. All complaints and grievances arising from the interpretation, application, or performance of this Agreement shall be adjusted by the procedure specified below. However, the following shall not be the basis of any grievance filed under the procedures outlined in this Article:
 1. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.
 2. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
 3. A complaint of a non-tenured employee which arises by reason of his not being re-employed.
 4. A complaint by any employee occasioned by appointment to retention in or lack of retention in any position for which tenure is neither possible nor required.
- B. A grievance to be considered under this procedure must be initiated within five (5) school days of the action grieved. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant

to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- C. It is understood and agreed that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

Step 1 - An employee grievant who has an alleged grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee he may, within five (5)

school days of the action grieved, submit his grievance in writing to the Supervisor of Maintenance and Operations or his representative. An answer shall be given within five (5) school days or such extended time as may be mutually agreed. In submitting his grievance at this step, the employee must specify in writing:

- a. the nature of the grievance.
- b. the nature and extent of injury, or loss.
- c. the results of previous discussion.
- d. his dissatisfaction with the decision previously rendered.
- e. the remedy requested.

Step 2 - If not resolved at Step 1, the employee may, within five (5) school days of the decision rendered in Step 1, appeal the decision of the Supervisor of Maintenance and Operations to the Board Secretary/Business Manager. The appeal to the Board Secretary/Business Manager must be made in writing reciting the matter submitted to the Supervisor of Maintenance and Operations together with his statement of dissatisfaction with the decision previously rendered. The Board Secretary/Business Manager shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Board Secretary/Business Manager shall communicate his decision in writing to the employee. A copy shall be forwarded to the Association.

Step 3 - If the grievance is not resolved to the employee's satisfaction, he may, within five (5) school days of the Board Secretary/Business Manager's decision, request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary/Business Manager who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or if a hearing is granted within ten (10) calendar days of the date of the hearing. The parties agree to reduce the time periods provided by this Article for processing grievances whenever circumstances permit.

Step 4 - Any unresolved grievance involving the application or interpretation of a specific provision of this Agreement may be submitted to arbitration by the Association within ten (10) school days following a final answer from the Board in Step 3. Said time may be extended in writing by mutual agreement. Arbitration shall be before a panel arbitrator of the New Jersey Public Employment Relations Commission at the request of either party. The conduct of the arbitration proceedings shall be in keeping with the rules of the New Jersey Public Employment Relations Commission as may apply. The jurisdiction of the arbitrator shall be limited to the issue submitted by the Parties and to interpretation and application of the specific provisions of this Agreement. The arbitrator shall not have the right to add to, ignore, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties and shall be submitted to each Party together with reasons thereof within (30) calendar days of the close of hearings. The cost of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VII - HEALTH BENEFITS

Employee, Family, or Dependency

Full coverage (New Jersey State Medical Health Plan) for medical-surgical, major medical, and Rider J. or its equivalent is provided. Effective July 1, 2011, employees will share in the cost of health benefits pursuant to Chapter 78 PL2011. Employees who are regularly employed shall work a minimum of 25 hours per week to receive health and dental benefits.

Dental

Dental insurance coverage will be a 100% preventative and diagnostic plan for family coverage.

ARTICLE VIII - SICK DAYS

- A. Each employee covered by this Agreement shall be allowed fourteen (14) days absence in any school year for personal illness without deduction of pay. The number of unused days in any year shall accumulate from year to year so long as employment is continuous. Upon request filed three (3) school days in advance on the prescribed application form (emergencies excepted), a maximum of two (2) days in any one (1) school year of unused sick leave entitlement may be granted by the Board Secretary/Business Manager without deduction of pay to any employee covered by this Agreement for personal matters that are of such pressing and immediate importance that they cannot be performed after employment hours. If two (2) days are not used for personal leave, one (1) of the days from the employee's accumulated unused days may be used in the succeeding year as a personal leave day. In no event shall an employee use more than three (3) personal leave days in any one school year.
- B. In cases of employee absence of more than three (3) consecutive days due to illness, the Board may require a doctor's certificate prior to the employee's return to work.
- C. Custodial and Maintenance personnel shall be notified of their accumulated sick days on or about September 30.

ARTICLE IX - HOLIDAYS

- A. The Annual School Calendar showing days considered holidays will be prepared and distributed to the Association by June 15.
- B. If a legal holiday falls on Saturday or Sunday, the day before Saturday or the day after Sunday shall be considered a holiday and shall not be charged as a vacation day, provided school is not in session. The day after Thanksgiving shall be considered a holiday and shall not be charged as a vacation day.

ARTICLE X - VACATION ALLOWANCES

- A. After one full year of continuous service, a full time employee will be entitled to fifteen (15) days paid vacation, five (5) days of which must be taken during July or August following the employee's anniversary of service. After ten (10) full years of continuous service, twenty (20) paid vacation days will be granted, five (5) days of which must be taken during July or August following the anniversary of service.

Employees with less than one (1) full year of service will not be entitled to vacation days.
- B. All vacations are to be planned six months in advance in accordance with master maintenance schedules and are subject to approval by the Board Secretary/Business Manager. Employees must submit dates for vacation planning by March 15 and September 15 each year. Where requested vacation times conflict with building coverage needs, building seniority will be used to determine approved priority.
- C. Vacations shall be limited to two (2) consecutive weeks. For unusual circumstances the Board Secretary/Business Manager may grant three (3) consecutive weeks at his discretion. Vacation time is not to be cumulative except in cases of serious illness.

ARTICLE XI - OTHER LEAVES OF ABSENCE

- A. Temporary Leave of Absence

A custodian/maintenance employee may apply for a leave of absence. The leave shall be granted only by the Board of Education. The leave will be considered only upon a written application to the Board Secretary/Business Manager.

B. Maternity Child Care Leave Of Absence

Maternity Child Care leave shall be granted in accordance with applicable State and Federal laws and decisions of the Commissioner of Education.

When an employee becomes aware of her pregnancy, she shall notify the Superintendent, through the Board Secretary/Business Manager, indicating the tentative birth date. Arrangements will then be made for the employee's leave of absence.

A maternity leave of absence shall begin and be for a period of time designated by the Superintendent of Schools in consultation with the employee and with the written approval of the employee's physician.

An employee who has been granted a maternity leave shall, before she is permitted to return to active duty, undergo examination by a physician of her choice certifying that she is able to perform her duties in a proper manner which certification shall be forwarded to the Board of Education physician for review. Following any difference of medical opinion between the Board physician and the employee's physician, the two physicians shall mutually select a third physician who shall review and decide the matter. In the event a third medical opinion is required to determine an employee's fitness to return from leave, the Board shall pay the third physician's fee.

In the event of a miscarriage, still birth, or other unfortunate event, the employee shall have the right to return to work. If the employee on leave has been replaced by a person under contract, 60 days' notice must be given to the Board of Education.

An employee returning from Maternity/Child Care leave in any given year is given credit on the salary guide for a full year upon returning to the district, provided that person has completed more than 50% of the work days in the year in which the leave was taken.

C. Bereavement Leave

An absence not to exceed five (5) working days for each instance shall be allowed without loss of pay by the Board Secretary/Business Manager in case of death in immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, step child, or a member of the employee's household.

A custodian or maintenance employee shall be granted leave of one working day to attend the funeral of the employee's grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew.

D. Paternity Leave

A male employee may be granted one day's absence, with pay, at the time his wife gives birth to a child or a child is adopted.

E. Leave for NJEA Convention

The Association President and one other designee may be entitled to two (2) days leave to attend either the annual NJEA Convention in November or a support staff convention in January. Verification of attendance upon return is to be submitted to the Board Secretary/Business Manager.

ARTICLE XII - JOB POSTING

Postings of custodian and maintenance positions are to be placed on the bulletin boards in each custodial room and the maintenance building. Application may be made to the Board Secretary/Business Manager. Where possible, preference will be given to employees of the Bargaining Unit. The Board of Education reserves the right to appoint, in its judgment, the most qualified person to the position.

ARTICLE XIII - HOURS OF WORK

The normal work day for day shift custodians shall be eight (8) hours exclusive of a scheduled one (1) hour duty free lunch period.

The normal work day for night shift custodians shall be eight (8) hours inclusive of a one-half (1/2) hour duty free meal break. Night shift work shall be scheduled to begin not earlier than 2:30 p.m.

The normal work day for day shift maintenance employees shall be eight (8) hours exclusive of a scheduled one-half (1/2) hour duty free lunch.

Up to four custodians may be assigned to a regular Tuesday through Saturday work week at regular pay rate. An annual stipend of \$2799 for 2010/2011 shall be paid to custodians assigned to a regular Tuesday through Saturday work week in addition to their regular pay. Openings for the regular Tuesday through Saturday work week shall be posted prior to making assignment. Assignments, as may be necessary, shall be made on basis of inverse seniority.

Flex-time schedule arrangements for Monday-Friday work may be made for up to four employees. When flex-time schedules are implemented, consideration will be given, to the extent possible, to employees' individual preferences. Appointments will be made, when necessary, if no volunteers are available from least senior employees to the extent possible. Where volunteers are available, the most senior employees shall be selected to the extent possible.

The normal work day for day shift custodians shall be 7:30 a.m. to 4:30 p.m. with a one-hour duty free lunch period. The normal work day for day shift maintenance employees shall be 7:30 a.m. to 4:00 p.m. with a scheduled one-half (1/2) hour duty free lunch period. The work shift for night employees shall remain unchanged.

The normal work day for day shift custodial employees for the period July 1 to school opening each year shall be from 7:30 a.m. to 4:00 p.m. with a scheduled one-half (1/2) hour lunch period. The work shift for night employees shall continue unchanged. Maintenance employees for the period July 1 to school opening each year shall be from 7:00 AM to 3:30 PM with a one-half (1/2) hour lunch.

A shift at the high school will follow the following hours of work: Tuesday to Friday 11:30AM to 7:30 PM (inclusive of 1/2 hour lunch) and Saturday 7:30AM to 4:30PM (inclusive of 1/2 hour lunch). The rate of pay will be per the Tuesday to Saturday shift stipend.

When the district is closed for winter, spring, and summer vacations, the day shift schedule shall be 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch.

Employees shall not leave their assigned building or work area during hours for which they are paid without prior permission of the Supervisor of Maintenance and Operations or his designee.

All custodians and maintenance employees shall report their absence at least one-half (1/2) hour before the starting time of their shift by phone to the designated number of the Supervisor of Facilities and Operations

Employees in any given building are to accept overtime assignments of up to eight (8) hours per week as may be necessary to provide for the building's needs provided advance notice of at least two (2) scheduled working days is given by the Board. The Board agrees to rotate overtime assignments within a given building where possible.

Overtime assignment procedures shall be as follows:

1. All school custodians will be listed on a posted rotating overtime roster with rotation beginning with the most senior school custodian.
2. The Supervisor of Maintenance and Operations will determine overtime needs and notify next-in-line custodian(s) of overtime assignment.
3. A custodian who does not accept an overtime assignment under this procedure moves to the bottom of

the roster list. The Supervisor of Maintenance and Operations may then contact the next-in-line custodian(s) or make an overtime assignment on his determination of the nature and urgency of the overtime work to be done.

4. Should the Supervisor of Maintenance and Operations exhaust the overtime roster, the Supervisor will make an assignment to which reference is made elsewhere in this Article.

EXTENDED DAY PROGRAM

Due to the district's requirements for the operation of an Extended Day Program for the district's students, the parties agree to the following language to meet the overtime needs of this program:

- A. The Extended Day Program will require assignment of personnel to meet the daily hours of operation.
- B. The day shift custodians at the high school and middle school will be included in a schedule with the elementary school and administrative building custodians to meet the overtime created by the program being extended to all four elementary buildings and the administrative building.
- C. The assignments will be scheduled for the following hours:

	A.M.	P.M
Jefferson	6:30 - 7:30AM	4:30-6:30 PM
Lincoln	6:30-7:30 AM	4:30 - 6:30 PM
Washington	6:30-7:30 AM	N/A
Wilson	6:30-7:30 AM	4:30-6:30 PM
Harrison	6:30 - 7:30 AM	4:30-6:30 PM

- D. Employees will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for each hour worked.
- E. Whenever the regularly assigned elementary custodians refuse available overtime, high school and middle school day shift employees will be assigned to a specific building and trained in the proper operation of the building before being assigned alone in the building.
- F. Schedules will be arranged on a rotating basis after a school level meeting with all assigned parties, the Association, and the Supervisor of Maintenance and Operations.
- G. Assigned employees shall be responsible to secure coverage if they are unable to meet their assignment.
- H. Stipend for responsibilities for the Extended Day Program for custodian(s) or second shift at the Wilson School and Washington School will receive one stipend as listed in Custodial/Maintenance Stipends. This stipend can be either divided among building custodians or can be a single stipend for one custodian. If an agreement cannot be reached on the recipient(s) of the stipend, the Board Secretary/Business Manager shall set the schedule.

ARTICLE XIV - EVALUATION

Each member of the Custodial and Maintenance staff shall be evaluated at least once a year by his immediate supervisor. The evaluation shall be read and signed by the evaluator and employee. The same procedure shall be followed at the conclusion of a ninety (90) day probationary period prior to formal appointment to the staff by the Board of Education.

Salary guide increments, where applicable, are to be granted on the basis of performance evaluation and Board approval.

ARTICLE XV - REDUCTION IN FORCE

In the event of a reduction in work force, the Board shall give consideration to employees' length of service in the District when determining terminations for maintenance employees and shall be based upon seniority for custodial employees. Regular part time employees will be considered for reduction in force prior to regular full time employees.

ARTICLE XVI - SALARIES

Salaries for Custodial and Maintenance employees for the period covered by this Agreement are shown on the attached Schedule A.

New employees are hired on a probationary basis for a period not to exceed ninety (90) calendar days during which time these employees accrue no benefits other than sick day entitlement. New employees whose employment is continued after completion of probationary period shall be provided with an orientation meeting at which time benefits, to which the new employee is eligible, and other matters will be discussed. Vacation entitlement for vacation days, as provided by Article X of this Agreement, shall be based on time of employment inclusive of probationary period.

After an employee has completed the probationary period, the employee may be non-renewed or terminated by the Board subject to just cause.

Those employees hired between July 1 and December 31 shall be eligible to move to the next step on the guide on the following July 1. Those employees hired from January 1 to June 30 shall remain at the step in which they were employed for the following year beginning July 1. In all cases, the Board retains the right to withhold increments for cause.

Custodians who do not have their boiler license (as required by the contract of employment) may not advance on the salary guide and shall, at the option of the Board, either remain at their step on the salary guide or be terminated. A Black Seal Boiler License is required for advancement on the salary guide. An employee who earns a boiler license shall receive an increase in pay equal to a pro-rata share of the amount of one step increment on the salary guide at the time the employee receives his license. An employee who receives his license prior to January 1 will be eligible for an additional step increase in the following year.

Employees shall be notified by the Board of contract of employment and salary by May 31 of the year preceding that for which employment is offered.

In the event of temporary change of assignment, employees appointed by the Administration to a higher paid job classification or to an "acting" lead responsibility are to be compensated at the rate of the higher job while serving in the assignment.

ARTICLE XVII - MISCELLANEOUS

A. Safety and Security

The Parties agree that the safety of personnel and the security of the Board's property are the utmost importance and shall cooperate with each other in any manner necessary to maintain and implement this understanding.

B. Clothing Allowance

The Board agrees to provide rain gear for employees required to work outdoors in inclement weather.

The Board shall reimburse each employee up to four-hundred-ninety dollars (\$490) annually for the purchase of work shoes and/or work clothes. The Board will distribute annually six shirts (3 long sleeve/ 3 short sleeve) to each custodian and maintenance employee by July 15. The employee may purchase additional shirts, the cost of each will be deducted from the \$490 annual reimbursement amount. These shirts must be worn by employees at all times when working for the district (regular and overtime hours). Custodians and Maintenance personnel are required to wear approved work shoes while at work. Shoes damaged because of job-related requirements shall be replaced by the

Board with the approval of the Board Secretary/Business Manager.

Clothing allowance reimbursement shall be provided each employee upon presentation of purchase receipts to the School Business Office.

Custodial and maintenance personnel are expected to be properly attired and all work clothes should be properly laundered.

All custodial and maintenance personnel shall be required to wear a Board-provided identification badge to designate them as Board employees. Custodians and Maintenance workers who forget their ID badges will be required to leave work and return with their badges. Workers who lose ID badges will be subject to a \$15 replacement fee. If the badge is lost during the course of work, and not due to abuse or neglect, the badge will be replaced at no fee.

C. Release Time for Association Representative

The Board recognizes the right of the Association to designate a representative and an alternate who shall be recognized as the representative of the Association for all matters arising under this Agreement to the extent permitted therein. The Association shall advise the Board as to the identity of the representative and alternate. Where circumstances of the Association duties of the representative or his alternate require temporary release from work assignment, prior approval of the Board Secretary/Business Manager or, in his absence, the Superintendent of Schools must be obtained. The Association agrees that the conduct of Association business by the representative or his alternate, under the provisions of this Agreement, is not to interfere with the work of other employees of the Board or school operations. The representative and his alternate shall be expected to efficiently discharge their assigned work duties.

D. Training and Meetings

An employee required by the Administration to attend meetings or training sessions during regular working hours shall receive regular rate of pay. For required meetings after an employee's normal shift, compensation will be at overtime rate.

E. Jury Duty

An employee called to serve jury duty will be excused for the period of duty without loss of pay or benefits.

F. Sick Pay Reimbursement

Employees retiring from the District shall receive reimbursement for unused sick day entitlement earned while in the employ of the Board. Reimbursement shall be at the rate of sixty five (\$65) dollars per day for 100% of the unused sick days to a maximum of fifteen thousand (\$15,000) dollars. To be eligible for this provision, employees must retire under either the State or Essex County Retirement System and begin receiving retirement benefits at time of separation from employment in the District. In the event of an employee's death while in the employ of the Board and provided the employee would have been eligible for retirement under the State or County Retirement System, his/her estate shall be paid the employee's unused sick pay reimbursement entitlement which would otherwise have been provided by this Article had the employee retired.

ARTICLE XVIII - SAFETY COMMITTEE

The parties shall establish a permanent advisory committee whose purpose shall be to advise the Superintendent on matters concerning the maintenance of proper standards of health, safety, and security. The committee shall consist of three individuals appointed by the Association President and two individuals appointed by the Superintendent. The chair shall be selected by the committee members. The committee shall convene no fewer than four (4) times during the year and will meet during working hours.

ARTICLE XIX - EMERGENCY COMMUNICATION

One wireless communication device shall be available for emergencies in each building.

ARTICLE XX - PROFESSIONAL DEVELOPMENT

The Board shall pay for classes necessary for employees to obtain boiler licenses or other skills if needed by the District.

ARTICLE XXI - TERM OF AGREEMENT

The terms of this Agreement shall be in effect for the period July 1, 2011 through June 30, 2012.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf.

For the Caldwell-West Caldwell Custodians and Maintenance Association:



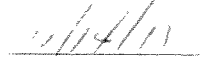
Mike Daphnis, President



Date



Thomas Burgos, Vice President



Date

For the Caldwell-West Caldwell Board of Education:



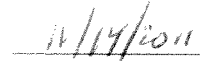
Maureen McNish, President



Date



Ronald Skopak, Board Secretary



Date

School Business Administrator

APPENDIX

SCHEDULE A CUSTODIAN GUIDES

LEVEL		2011-12
0	\$	30.963
1	\$	31.582
2	\$	32.372
3	\$	34.133
4	\$	35.321
5	\$	36.089
6	\$	36.857
7	\$	37.631
8	\$	38.404
9	\$	39.520
10	\$	40.623
11	\$	41.433

***OFF GUIDE**

* Custodian employees above Level #11 of Schedule A are considered OFF GUIDE and receive their prior years salary plus the following OFF GUIDE amount:

2011-2012

2.00 %

SCHEDULE A MAINTENANCE GUIDE

LEVEL		2011-2012
1	\$	37.455
2	\$	38.204
3	\$	39.159
4	\$	41.198
5	\$	42.034
6	\$	42.871
7	\$	43.707
8	\$	44.570
9	\$	45.427
10	\$	46.285
11	\$	47.220

*OFF GUIDE

* Maintenance employees above Level #11 of Schedule A are considered OFF GUIDE and receive their prior years salary plus the following OFF GUIDE amount:

2011-2012

2.00%

CUSTODIAL MAINTENANCE STIPENDS

CATEGORY	2011-2012
SECONDARY HEAD CUSTODIAN	\$6,211
SECONDARY LEAD CUSTODIAN	\$4,247
ELEMENTARY HEAD CUSTODIAN	\$5,134
ADMINISTRATION HEAD CUSTODIAN	\$4,247
NIGHT DIFFERENTIAL	\$2,855
TUESDAY/SATURDAY SHIFT	\$2,855
Extended Day (Wash) /Split Shift (Wil)	\$1,006
WORKING FOREMAN	\$13,525
LONGEVITY:	
15-19 YEARS	\$1,673
20-24 YEARS	\$1,778
25+ YEARS	\$1,882