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ARTICLE I - AGREEMENT

This Agreement entered into this 1st day of July 2005 by and between the Board of Education of Keyport, the Borough of Keyport, New Jersey, hereinafter called the Board, and the Keyport Custodial and Maintenance Association, hereinafter called the Association. The Association shall not be party to nor bound by any contract(s) and/or agreement(s) which have heretofore or may hereafter be entered into by the Board which are inconsistent with and/or contrary to the provisions of this Agreement.

ARTICLE II - RECOGNITION

The Board agrees to and hereby does recognize the Keyport Custodial and Maintenance Association as the sole and exclusive negotiating agent for **custodial, maintenance and grounds** staff for the Keyport School District exclusive of noncontractual, probationary employees.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

Grievance shall mean a complaint by an employee, that alleges as to him, that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. Any matter wherein the Board is precluded by law from granting the relief sought.
2. Any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law.
3. Any matter which is demonstrated by law to be exclusively within the discretion of the Board.
4. Any matter for which a method of review is otherwise specifically prescribed by law, e.g., tenure and increment reviews.

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.

Employee shall mean a custodial or maintenance employee within the negotiating unit.

Grievant shall mean an employee believing himself to have been or to be aggrieved.

Business Administrator shall mean the Business Administrator/Board Secretary or such person as designated to act on his behalf.

Principal shall mean the building principal or such other person duly appointed to act as the principal in the principal's absence.

Superintendent shall mean the Superintendent of Schools or any staff assistant he may designate to act on his behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of, or within twenty (20) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.
2. A grievant shall have the right to present and process his own grievance or to designate a representative to appear on his behalf.
3. Whenever the grievant designates a representative to appear on his behalf, the Board shall also have the right to designate a representative to participate other than the administrators named in the procedure that follows.
4. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.
5. Dismissal or 30 day notice before probationary period is over is not grievable.

C. **Procedure**

1. A grievant may initially discuss the matter identified as a grievance with the Business Administrator in an attempt to settle the grievance informally. This is not intended to extend the time limitations as set forth in Section B, Subsection 1.
2. A grievant may file a grievance in writing by presenting the written grievance to his supervisor and forwarding copies to the Superintendent and Business Administrator. The written grievance shall set forth:
 - a. the nature of the complaint
 - b. the basis of dissatisfaction
 - c. remedy sought
3. The grievant and Board Secretary/Business Administrator shall meet at a mutually agreeable time in an attempt to resolve the grievance not later than five (5) workdays following the date on which the meeting was requested.
4. The Board Secretary/Business Administrator shall communicate his decision in writing to the grievant not later than ten (10) work days following their meeting.
5. If the grievance has not been resolved at step 4 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) work days following the Board Secretary/Business Administrator's decision or, if no decision has been rendered by the Board Secretary/Business Administrator within five (5) work days of the date by which the Board Secretary/Business Administrator's decision should have been rendered. Accompanying the written request the grievant shall set out in writing the basis for his dissatisfaction with the Board Secretary/Business Administrator's decision.
6. The grievant and the Board or its representatives shall meet at a mutually agreeable time in an attempt to resolve the grievance not later than ten (10) work days following the date on which the

hearing was requested. The grievant may have up to three representatives present when his grievance is reviewed by the Board or its representatives.

7. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) work days following the hearing.
8. Should the Association decide that based on the Board's decision, the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE IV - ARBITRATION

- A. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this agreement, it may be a written dated notice to the Board not later than ten (10) work days following the rendering of the Board's decision, refer the grievance to binding arbitration.
- B. Within fifteen (15) work days following reference to arbitration, either party shall have the right to apply to the Public Employees Relations Commission (PERC) to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by PERC.
- c. The arbitrator shall issue his decision not later than thirty (30) 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 he shall be without power or authority to make any decision:
 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.
 2. Involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he may decide in a particular

case that Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

3. 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.
- D. The arbitrator's fee will be shared equally by the parties to the dispute.
 - E. The filing or pendency of any grievance under the provisions of this Article 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 final decision on the grievance.

ARTICLE V - ASSOCIATION AND EMPLOYEE RIGHTS AND PRIVILEGES

- A. There shall be, upon request of either the Board or the Association, a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.
- B. Should the Association request the use of a school room to transact official Association business, such request will be granted provided:
 1. A written request is made to the building Principal at least three days before the use of the room would occur. The Superintendent will also be informed.
 2. The room is available for the date requested.
- C. Should the Association request the use of a school room to transact official Association business during the evening hours, the Association must make written application for such use through the Board Secretary. Such requests will be handled in accordance with Board policy and in the same manner as all other requests for use of school rooms. Such requests shall not be unreasonably denied.
- D. The Association may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building Principal. The Principal

informs the Superintendent.

- E. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Association. The Association will represent all employees in the negotiating unit.
- F. Any member of the bargaining unit who is required to attend a meeting/hearing scheduled by the Superintendent, Business Administrator, the Board or a committee of the Board, and who has reasonable expectations that the content of such meeting/hearing will have an adverse effect on his/her employment and/or salary shall be given prior written notice of that meeting/hearing and shall have the right to representation at that meeting/hearing.
- G. Whenever any representatives of the association or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay.

ARTICLE VI - SALARIES AND HOURS OF WORK

- A. The salaries of all custodial and maintenance and grounds employees covered by this agreement are set forth in Appendix A which is attached hereto and made part hereof.
- B.
 - 1. Custodial and maintenance staff employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
 - 2. When a payday falls on or during a school holiday or weekend, employees shall receive their paychecks on the last previous working day.
- C.
 - 1. A week work will be forty (40) hours per week, Monday through Friday. Hours are to be assigned by a supervisor and approved by the board secretary.
 - 2. Hours worked (exclusive of Sunday) in excess of forty (40) hours in one week shall be paid at the rate of 1 1/2 times the hourly rate.
 - 3. Hours worked on Sunday will be paid at the rate of two times the hourly rate.

- D. Custodial and maintenance staff employed after July 1, 1989, who have worked more than eight (8) months in a public school within one school year shall be credited with a year's experience.
- E. All custodial and maintenance staff employed after July 1, 1999 shall be required to obtain the black seal license within one (1) calendar year of the date of hire. If the black seal license is not obtained within the one year period, the Board shall have the right to terminate the employment of the staff member. Classes shall be paid by the Board of Education. There shall be no reimbursement for books.
- F. Seniority shall be defined as service in the school district as a member of the bargaining unit.

ARTICLE VII - VACATIONS

- A. Each twelve month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The maximum consecutive vacation time permissible is three weeks. Vacation is to be given in yearly allotments. Vacations shall be credited each July 1st. If an employee's start date is other than July 1st, vacation shall be pro-rated for the first year as of July 1st, and then credited each year on a yearly basis. Vacation may not be taken until the July 1st after start of employment. No vacation can be taken during the probationary period.
 - 2 weeks after completion of one year
 - 3 weeks after completion of five years
 - 4 weeks after completion of ten years
- B. The number of Association members on vacation during any one week (5 day period) shall not exceed three (3), one member from each building and one maintenance person.
- C. Vacation schedules for the contract year shall be established between the supervisor and Association members sixty (60) calendar days prior to the beginning of the vacation.
- D. Duplicate vacation week requests and/or vacation day requests shall be granted on a seniority basis.

- E. Vacation time must be utilized as accrued in accordance with this Article. Each employee shall be allowed to carry over maximum of five (5) non-accumulative vacation days from year to year. For those employees who have already accrued and carried over more than five (5) vacation days, at least ten (10) of accumulated vacation days must be used each year over the life of this Contract in order to move toward compliance with the carry over maximum of five (5) non-accumulative vacation days.

ARTICLE VIII - VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Business Administrator will have posted in all school buildings a list of the known vacancies that occur for the following school year no later than two weeks following the time said vacancies become known.
- B. An employee who desires a change in building may make a written request to the supervisor with copies to his building Principal and Business Administrator. The Business Administrator must respond in writing to the employee's request.
- C. It is understood that the assignment of personnel is a management prerogative.
 - 1. Involuntary transfers shall be made with thirty (30) calendar days notice to the association member being transferred.

An involuntary reassignment within a school, or to another school, shall be made only after a meeting between the employee and the supervisor, at which time the employee shall be notified of the reason for the reassignment. The employee shall have the option to discuss the involuntary reassignment with the Superintendent or his/her designee.

- 2. The duties of employees do not cease with the care of their buildings. They are subject to a temporary transfer of service when, in the judgment of the Business Administrator, such transfer is in the interest of increased efficiency or for the promotion of the best standards of school operation and maintenance.

ARTICLE IX - SICK LEAVE

- A. All employees employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days each

year. Such sick leave time shall be available as of the first official workday of the school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. Sick leave is hereby defined to mean absence from an employee's post or duty because of personal disability due to illness or injury or because of exclusion from school by the school district's medical examiner on account of a contagious disease or quarantine for such a disease in the employee's immediate household.
- C. The Business Administrator or building Principal may request a physician's certificate be filed with the Board Secretary for any sick leave absence claimed under this Article. Requests for such certification shall be made prior to the conclusion of the day of sick leave absence.
- D. In case of sick leave claimed for a period of three days or more, it is required that a physician's certificate be filed with the Business Administrator.
- E. When absence, as set forth in Section B of this article, exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any employee with three years or more service in Keyport, one day's salary, less the salary of a substitute, for each year's service over three years but not to exceed ten (10) days in any one school year. A day's salary is defined as the daily rate in accordance with the employee's contractual salary.
- F. The Board may at its discretion grant additional sick leave.
- G. Any employee who has completed a minimum of ten (10) years in the Keyport School System and retires or terminates employment with the Board for any reason other than the result of charges brought by the Board, and if appealed and sustained by the Commissioner of Education, shall be paid for all accumulated sick days for all employees, with a cap of two hundred (200) days on all employees hired after June 30, 1989 as follows:

| | |
|-----------|--------------|
| 2008-2009 | \$30 per day |
| 2009-2010 | \$30 per day |
| 2010-2011 | \$35 per day |

In the event of the death of an employee while in the employment of the Keyport Board of Education, the

employee's beneficiary, as designated on the employee's life insurance policy provided by the Board or otherwise validly designated, shall receive the benefit set forth in this paragraph G above.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

- A. Three days leave of absence for personal business requiring absence during school hours shall be granted. The following guidelines shall be followed for use of these days.
 - 1. The granting of personal leave shall be limited to three association members on any given day, one from each building and one maintenance person.
 - 2. Application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). The applicant for such leave shall only be required to state "personal day".
 - 3. Unused personal days shall be added to accumulated sick leave at the end of each school year and shall be treated as sick leave.
 - 4. A personal day request for a workday immediately before or after a holiday, requires the approval of the Supervisor.
- B. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment (except for appearance involving the processing of an employee's Workmen Compensation claim) or in any other legal proceeding if the employee is required by subpoena to attend and is not a party to a suit shall be granted. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.
- C. Up to five (5) days at any one time shall be granted in the event of death of an employee's spouse, civil union partner, child, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-

parents or step-child, brother-in-law, sister-in-law or any other member of the employee's family living within the employee's household; one of these allotted bereavement days may be taken with respect to a close non-relative and Aunt or Uncle.

- D. Up to a maximum of two (2) days during the school year for serious illness of an employee's spouse, civil union partner, child, parent, step-parent, step child, grandparent, as well as any other member of the employee's family living within the employee's household. If neither of the two (2) family illness days is used during one academic year, one day shall accumulate as a sick day.
- E. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

- A.
 - 1. An employee shall notify the Business Administrator of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted in accordance with the statute and rules and regulations of the State Board of Education.
 - 2. Any employee adopting an infant child may receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- B. A leave of absence without pay of up to one year shall be granted to an employee for the purpose of caring for a sick member of the employee's immediate family as defined in Article X.
- C. Other leaves of absence without pay may be granted by the Board for good reason.
- D.
 - 1. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.
 - 2. All benefits to which an employee was entitled at the time leave of absence commenced, including unused accumulated sick leave, shall be restored upon return to employment, and said employee shall be assigned to the same position which he/she held

at the time said leave commenced, if available or, if not, to a substantially equivalent position as determined by the Business Administrator.

- E. All extensions or renewals of leaves shall be applied for in writing and if granted, permission shall be in writing.

ARTICLE XII - NEGOTIATION OF SUCCESSOR AGREEMENT

The Association agrees, providing it still represents the majority of the contractual employees in the bargaining unit, to present all proposals regarding terms and conditions of employment in connection with the successor agreement to the Board on or before the 15th day of October. The Board agrees that it shall present its counter-proposals and proposals on new contract terms no later than the last day of October.

ARTICLE XIII - INSURANCE PROTECTION

- A. The Board shall pay the cost of the Hospital Service Plan and Major Medical for all employees and , where requested, for family coverage; however, in order to be eligible for health benefits, all unit members must work more than 25 hours each week. Effective January 1, 2009, the current PPO Plan will be replaced by the Direct Access Design 7, Education 10 Plan through Horizon BCBS of New Jersey.
- B. A Dental Plan and a Prescription Drug Plan shall commence only after the individual staff member makes application and then in accordance with the provisions of paragraph C of this Article. The employee contribution toward the cost of the Dental Plan and Prescription Drug Plan shall continue during the term of this Agreement.
- C.
 - 1. Effective January 1, 2009, the co-pay cost to the employee for the Prescription Drug Plan shall be increased to \$10.00 brand name, \$3.00 generic at the pharmacy and \$15.00 brand name and \$5.00 generic through mail order.
 - 2. Effective January 1, 2009, the employee contribution toward premiums of the Dental and the Prescription Drug Plans shall be as follows:

| | 2008-2009 | 2009-2010 | 2010-2011 |
|-------------------------|-----------|-----------|-----------|
| Paying KCMA Members | 5% | 5% | 5% |
| Non-Paying KCMA Members | 0% | 3% | 5% |

- D. The Administration of the above named coverage shall be controlled by the rules and regulations of such plans, and the Board shall be in no way responsible for these rules.
- E. To ensure that each employee has the proper coverage under this Article, the Board shall during the school year provide a listing of the coverage of each employee. In addition, the Board shall provide the Association with the rates for all categories in the various insurance plan listed above.
- F. The Board agrees to continue a cafeteria plan for all employees pursuant to section 125 of the IRS Code. The Board will assume all costs of set up and maintenance of this plan during the term of this agreement.

ARTICLE XIV - DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, or the National Education Association, or anyone or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15 9e) and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association headquarters by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing.

ARTICLE XV - 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 any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to such persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XVI - UNIFORMS

A. The Board will provide each employee with four (4) uniforms and one (1) pair of shoes per year and an additional one (1) pair of shoes per year returning the used and ruined pair of shoes to the School Business Administrator. The Board will specify the uniform and shoes to be purchased and will assume the cost of the purchase. The uniforms are to be laundered and maintained by the employee. The uniform and shoes are to be worn on the job.

B. The Board will provide rain suits as follows:

1. Six (6) at Keyport High School
2. Six (6) at Keyport Central School

This equipment will be kept in the building for use in the performance of assigned duties.

C. Maintenance and grounds personnel may be entitled to a maximum of one (1) outer jacket per year with the following replacement policy:

After the initial purchase of an outer jacket, employees can have the jacket replaced in succeeding school years by turning in the jacket to the School Business Administrator who must agree that the jacket needs to be replaced. At no time may any employee receive more than one new jacket in any school year.

ARTICLE XVII - BUILDING COVERAGE

Additional personnel, not to exceed two (2) per event, may be brought in for building coverage for after-school events when, in the opinion of the building principal, it is necessary. It is understood that final authority for determining what building coverage is necessary rests with the building principal.

ARTICLE XVIII - SPECIAL HOLIDAYS

A. The following holidays are granted with pay:

- | | |
|---------------------------|------------------------------|
| 1. New Year's Day* | 6. Independence Day* |
| 2. Martin Luther King Day | 7. Labor Day |
| 3. Presidents Day | 8. Thanksgiving Day |
| 4. Good Friday | 9. Christmas Day* |
| 5. Memorial Day | 10. NJEA Convention Days (2) |

*If holiday noted falls on a Saturday the employee will get

the Friday before the holiday. If the holiday noted falls on a Sunday the employee will receive the Monday after the holiday.

B. Four additional holidays will be granted with pay:

One day during spring recess
Two days during winter recess
Thanksgiving Friday

ARTICLE XIX - REPRESENTATION FEE

A. Purpose of Fee:

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee:

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association 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. If the law is changed in this regard, that amount of the representation fee automatically will be increased to the maximum, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee:

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, (in accordance with paragraph 2 below), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule - The Board 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 paycheck paid; (a) ten (10) days after receipt of the aforesaid list by the Board, or (b) thirty (30) days after the employee begins his/her employment previously served in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, whichever is later.
3. Termination of Employment - If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes - The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

6. New employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles, and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability - The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
 - a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form or liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
2. Exception - It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XX - FINAL SETTLEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties. This shall not be in any way construed as to deny the rights of employees as granted pursuant to statute. During the terms of this agreement, neither party will be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing

only executed by both parties.

ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2008, and all of the foregoing terms shall remain in full force and effect until June 30, 2011.

**KEYPORT CUSTODIAN AND
MAINTENANCE ASSOCIATION**

KEYPORT BOARD OF EDUCATION

President

Board President

Secretary

Board Secretary/Bus. Adm.

FILE:KCMACONTRACT

EXTRA COMPENSATION AS FOLLOWS:

| | | |
|----------------------|-----------|-----------|
| FIREMEN'S LICENSE* | 2008-2009 | \$ 625.00 |
| | 2009-2010 | 650.00 |
| | 2010-2011 | 675.00 |
| MAINTENANCE/GROUNDS: | 2008-2009 | 1050.00 |
| | 2009-2010 | 1150.00 |
| | 2010-2011 | 2000.00 |
| PESTICIDE LICENSE** | | 500.00 |
| LONGEVITY 10 YEARS# | | 250.00 |
| LONGEVITY 20 YEARS# | | 450.00 |
| LONGEVITY 30 YEARS# | | 650.00 |

PAYMENT FOR ACCUMULATED SICK DAYS AS PER SCHEDULE IN CONTRACT.

RENEWAL OF LICENSES TO BE PAID BY THE BOARD OF EDUCATION.

PAYMENT OF LONGEVITY STIPEND - IF AN EMPLOYEE'S START DATE IS OTHER THAN JULY 1ST, LONGEVITY SHALL BE PRO-RATED FOR THE FIRST YEARLY BASIS.

KCMA SALARY GUIDES FY 2009-2011

| STEP | FY09 | FY10 | FY11 |
|---------------------|--------|--------|--------|
| 1 | 29,761 | 30,261 | 30,761 |
| 2 | 30,432 | 31,041 | 31,623 |
| 3 | 31,397 | 31,740 | 32,438 |
| 4 | 32,303 | 32,747 | 33,168 |
| 5 | 33,150 | 33,692 | 34,221 |
| 6 | 33,745 | 34,576 | 35,208 |
| 7 | 34,459 | 35,196 | 36,131 |
| 8 | 35,054 | 35,941 | 36,780 |
| 9 | 36,007 | 36,562 | 37,558 |
| 10 | 37,078 | 37,555 | 38,207 |
| 11 | 38,030 | 38,672 | 39,245 |
| 12 | 39,577 | 39,665 | 40,412 |
| 13 | 41,244 | 41,279 | 41,450 |
| 14 | 41,958 | 43,017 | 43,137 |
| 15 | 42,791 | 43,762 | 44,953 |
| 16 | 43,386 | 44,631 | 45,731 |
| 17 | 43,862 | 45,252 | 46,639 |
| 18 | 44,695 | 45,748 | 47,288 |
| 19 | 44,814 | 46,617 | 47,807 |
| 20 | 46,004 | 46,741 | 48,715 |
| 21 | 46,243 | 47,983 | 48,845 |
| 22 | 46,838 | 48,231 | 50,142 |
| OFF Burke | 47,982 | 50,046 | 52,298 |
| GUIDE Guzman | 48,743 | 50,839 | 53,126 |
| Jimenez | | | |

