

AGREEMENT
BETWEEN
MONTVILLE TOWNSHIP BOARD OF EDUCATION
AND
MONTVILLE TOWNSHIP
CUSTODIANS/MAINTENANCE ASSOCIATION
July 1, 2008 - June 30, 2011

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THIS AGREEMENT, made and entered into this ____ day of _____, 2009, between the BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, a public corporation of the State of New Jersey, with its principal office located at 328 Changebridge Road, Montville, NJ, hereinafter called the "Board", and the MONTVILLE TOWNSHIP CUSTODIANS/MAINTENANCE ASSOCIATION, hereinafter called the "MTCMA" or "Association", a public employee association of the State of New Jersey.

WITNESSETH

WHEREAS, the Board and the MTCMA, in accordance with the New Jersey Employer-Employee Relations Act, have negotiated in an effort to reach agreement as to the terms of employment for the members of the MTCMA within the school system for the school years of 2008-2009; 2009-2010; and 2010-2011.

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

ARTICLE I

RECOGNITION

The Board recognizes the MTCMA as the majority representative for all custodians and maintenance employees of the Board, including matron and part-time custodians. Excluded from the unit are all managerial and confidential employees, and all employees in other bargaining units employed by the Board.

ARTICLE II

SALARIES

A. Subject to the recommendation of the Superintendent of Schools and approval by the Board the individual contract of each member of the MTCMA employed by the Board during the 2008-2009; 2009-2010, and 2010-2011 school years shall provide for compensation in accordance with the salary guide attached hereto as Schedule A.

B. It shall be the determination of the Superintendent of Schools or his/her designated representative as to which employee shall receive an increment and where the employee is placed on the guide.

C. The Board and Association agree that step increases (increments) will not be given to employees at the end of the contract period, June 30, 2011, until a successor agreement has been negotiated.

ARTICLE III

BOARD POLICIES

Members of the MTCMA will render services and conduct themselves in accordance with personnel policies adopted and as modified by the Board now or in the future.

ARTICLE IV

TIME OFF

A. Vacation.

1. Members of MTCMA shall receive vacations on the following basis. For employees with under one year of service, vacation will be prorated at the rate of .833 days for each month of active employment.

After 1 year = 2 weeks
After 5 years = 3 weeks
After 10 years = 4 weeks

2. Vacations may be taken any time with the approval of the employee's immediate supervisors. For maintenance employees, this shall mean the Maintenance Supervisor; for custodians this shall mean the Building Principal. Denials of requests for specific vacation weeks or days are not subject to the grievance procedure.

3. In the event a conflict is created when more than one employee requests vacation at the same time, seniority shall be considered. Seniority begins on the date of hire including ninety (90) day trial basis.

4. No vacation time will be taken between August 15th and the opening day of the School District each year.

B. Sick Days.

Members of the MTCMA shall receive a total of twelve (12) sick days per year for time lost because of personal illness. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. Upon retirement, unit members will be paid \$30 a day to a maximum of \$5,000 for unused accumulated sick leave days. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System. Any employee hired after July 1, 1991 must also be employed by the Board for a minimum of ten (10) years in order to be eligible for payment of unused sick days. Employees may only accumulate a total of twelve (12) sick days and/or personal days each year for retirement purposes.

C. Holidays.

1. Members of the MTCMA shall receive the following holidays with pay: New Year's Day, Presidents' Day, Good Friday, Memorial Day, 4th of July (Independence Day), Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day and the afternoon-eve of Christmas Eve and New Year's Day.

2. When the contracted holidays in the individual and master contracts, such as Columbus Day and Veteran's Day, conflict with the school calendar, the members of the MTCMA agree to utilize these holidays as "floating holidays" to be taken between October 5th and June 15th of each school year with approval obtained by the Maintenance Supervisor for maintenance employees and Building Principal for custodians.

3. The floating holiday concept provides employees with maximum autonomy in selecting a holiday that is of benefit and convenience to them. This approach shall, in all probability, result in employees taking their holidays over a wider range of time and thus minimizing the disruption in the educational program that shall occur due to their absence.

4. If an employee has made plans for a holiday in conflict, which cannot be changed, he/she shall be entitled to take the specified holiday. In order that the district has reasonable advance knowledge as to the employee's plans, the employee will use a personal day request form in order to indicate when floating holidays will be taken.

5. When an MTCMA member is called to work for the purposes of snow removal on a day that the School District is closed, requiring less than a full eight hour shift, the member will have the opportunity to leave when the snow removal is completed.

D. Personal Days.

All unit members shall be entitled to four (4) personal days per year with pay.

1. Two (2) of these personal days shall be with reasons stated and be submitted for approval by the Maintenance Supervisor for maintenance employees and Building Principal for custodians at least forty-eight (48) hours prior to the days requested.

2. Two (2) of these personal days shall be granted with notification given prior to the start of the school day. No statement of reasons will be required for these days.

3. Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year.

E. Bereavement Leave.

Employees also shall be entitled, if necessary, to a total of five days (5) leave in circumstances where there is a death of a member of the employee's "immediate family" which

shall be defined as including spouse, child, parent, mother-in-law, father-in-law, brother or sister, grandmother, grandfather, grandchild. Employees shall be entitled up to two (2) days leave for the death of a niece/nephew. The Superintendent shall have the discretion to grant a reasonable extension of such leave for a death in the employee's "immediate family" in the event a request for such extension is made, and the Superintendent determines that such request is reasonable.

F. The leave granted in Items A, B, C, D and E above shall constitute the total leave allowed to contracted custodian/maintenance employees for which compensation shall be paid by the Board.

ARTICLE V

OVERTIME

A. 1. Maintenance employees shall receive overtime on the following basis: time and one-half after the normal eight (8) hour work day, provided said employee will have worked forty (40) hours during the work week (Monday through Friday); double time for work on Sundays and the days listed in Article IV (C) as holidays, excepting as noted in Article IV C(2), (3) and (4). Not included in the eight (8) hour workday is a thirty (30) minute uninterrupted lunch period, which will be noted with a specific time for each staff member with the exception of the head custodian.

2. Notice of at least forty-eight (48) hours shall be provided with regard to a change in normal working hours or workdays except in emergency situations or when the normal operation of the schools would be affected.

3. There shall be an overtime minimum of two hours each time an employee is called out of home.

B. Custodians

1. Custodians shall receive overtime on the following basis: time and one-half after the normal eight (8) hour work day, provided said employee will have worked forty (40) hours during the work week (Monday through Saturday, the least senior custodians at Montville Township High School will be assigned a normal work week of Tuesday through Saturday); double time for work on Sundays and the days listed in Article IV (Paragraph No. 7 as holidays excepting as noted in Article IV C (2), (3) and (4). Not included in the eight (8) hour workday is a thirty (30) minute uninterrupted lunch period.

2. Notice of at least forty-eight (48) hours shall be provided with regard to a change in normal working hours or workdays except in emergency situations or when the normal operation of the schools would be affected.

3. There shall be an overtime minimum of two hours each time an employee is called out of home.

4. Anticipated overtime for each week at each school location must be posted and made available to all custodians at that location, and assigned on a rotating basis to those requesting the overtime.

5. Overtime as needed will be allowed for a day custodian to cover when a night custodian is absent with pre-approval from the employee's immediate supervisor.

ARTICLE VI

PHYSICAL EXAMINATIONS

Each unit member must submit to one physical examination over the life of the contract by the school physician or physician of choice at the expense of the Board not to exceed \$200. Payment will be made upon the receipt of proper documentation from a physician chosen by the employee, and only after verification of submittal and denial of payment by the employee's medical insurance plan.

ARTICLE VII

LICENSES

A. All custodian/maintenance employees must have or obtain a Black Seal License. New custodian/maintenance employees must obtain the Black Seal License within one (1) year of date of employment. Custodian/maintenance employees hired before September 1, 1997 who hold a Black Seal License shall receive a stipend of \$500 annually which shall be included in the base salary for the July 1, 2008 through June 30, 2011 contract years.

B. Custodian/maintenance employees hired after September 1, 1997 shall not be entitled to a stipend for possessing a Black Seal License. They must nonetheless obtain said license within twelve (12) months of their date of employment. If the State takes longer, proof of the employee's application must be presented. The Board shall reimburse these employees only for the cost of the Black Seal Licensing Test. The custodian/maintenance employee will have (3) three chances to pass the Black Seal License test. If after the third attempt, the employee does not pass the test, the Board shall reassign or discharge the employee.

C. Any custodian/maintenance employee whose hire date is before June 1, 2004 and does not have a Black Seal License must apply to the State for the test and show proof of the application.

D. If the State changes the regulations concerning Black Seal License requirements and staffing, the parties agree to form a committee to discuss the issues raised by the changes.

E. The Board shall pay all fees pertaining to the renewal of black seal firemen, plumbing, electrical and HVAC licenses/certificates as required by the Board to perform the employee's duties.

F. A Custodian/Maintenance employee, who wishes to obtain a license for any of the above categories, shall be provided Board paid tuition at the accredited school to be mutually agreed upon by the Association and the Board. If the employee does not complete the required course work within a three year period, or voluntarily leaves within 2 years after receiving the licenses (s) the employee shall reimburse the Board for all expenses incurred.

ARTICLE VIII

LONGEVITY

Unit members shall receive service increments on the following basis:

After 5 years	\$900
After 10 years	\$1,100
After 15 years	\$1,300
After 20 years	\$1,500

ARTICLE IX

UNIFORMS

The Board shall supply members of the MTCMA with three (3) uniforms per year, or the equivalent, of the type currently being supplied. Three (3) summer style shirts shall be provided to each member of the MTCMA. In addition, members of the MTCMA will receive one (1) set of rain gear for the life of this contract and a heavy, lined, hooded sweatshirt each year for the life of this contract. Any employee not completing his/her initial full year of service for any reason shall reimburse the Board for the cost of uniforms on a prorated basis. Employees shall be provided with work and/or safety shoes and boots up to a maximum of three (3) pairs for each year of this contract, not to exceed \$250.00, from suppliers designated by Board specification and approved by the Facilities Manager/Principal. In addition, the Board shall observe issuance of Safety equipment to include, safety goggles, and work gloves for each year of the contract. The Board shall provide each member of the MTCMA with one (1) winter coat with a hood or one (1) pair of winter coveralls for the duration of this contract.

ARTICLE X

INSURANCE

The Board shall provide an HMO or PPO family hospitalization insurance plan with coverage similar to that covered by the Blue Cross/Blue Shield HMO or PPO plans. Employees who elect the Blue Cross/Blue Shield PACE plan, dependent(s) or single, with the Rider J will contribute via a payroll deduction of \$10.00 per month toward the premium for said coverage. Employees shall also be entitled to Blue Cross/Blue Shield HMO/PPO Family benefits at no cost to the employee. The Board reserves the right to select the insurance company to provide the coverage. Said coverage will be governed by the Montville Township Education Association

master contract. The Board agrees to provide a full vision plan. The Board also agrees to provide family dental insurance.

Effective July 1, 2006, employees enrolled in an HMO who currently pay a \$5 co-pay for an office visit shall be increased to a \$10 co-pay. Employees enrolled in a PPO who currently pay a \$10 co-pay for an office visit shall be increased to a \$15 co-pay.

Employees opting to waive insurance coverage shall receive payments as follows:

<u>Eligible for:</u>	<u>Waiving/opting:</u>	<u>Incentive</u>
Single	waiving all	\$1,000
Husband/wife	waiving all	\$2,500
Husband/wife	opting single	\$1,000
Family	waiving all	\$3,000
Family	opting single	\$1,000
Parent/child	waiving all	\$1,000
Parent/child	opting single	\$500

Employees waiving coverage must show proof of alternate coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to offset any COBRA reimbursement against 'opt-out' payments received for a period for which COBRA reimbursement is made. Payments shall be made one half in December and one half in June of each year.

Effective July 1, 2008, those enrolled in the Horizon HMO with the free standing drug co-pay card who currently pay \$8 for brand name and \$4 for generic shall be increased to \$12 brand name and \$6 generic.

The MTCMA shall participate in the State sponsored disability program. It is understood that participation is contingent upon all district employees approving membership in same and that it is a payroll deduction item.

ARTICLE XI

NON-DISCRIMINATION

It is the policy of the Montville Township School District's not to discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, or social or economic status in its educational programs or activities and employment policies as required by State Law. Inquiries regarding compliance may be directed to the District's Affirmative Action Officer.

ARTICLE XII

GRIEVANCE PROCEDURE

The grievance procedure negotiated by and between the parties hereto is incorporated herein and shall constitute the procedure to be followed in connection with the settlement of grievances as defined therein.

A. A "grievance" shall be defined herein as a complaint by an employee or group of employees of the Board (the "grievant(s)") that there has been to such grievant(s) a personal loss, injury or inconvenience because of a violation, misrepresentation or inequitable application of this Agreement.

B. The following matters shall not be the basis of a grievance:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the New Jersey Department of Education;

2. A complaint by any probationary employee which arises by reason of the non-reemployment of said employee;

3. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action;

4. A complaint by any custodian/maintenance employee arising from an unfavorable supervisory report or from the failure of such employee to receive a favorable supervisor report, except that such employee shall have all other rights provided by law.

C. The primary purpose of the within grievance procedure is to secure, at the lowest level possible, equitable resolutions to grievances arising between the parties, without interfering with normal school operations. The parties further agree that the proceedings conducted thereunder, except as expressly required herein, shall be kept as informal and confidential as possible.

D. The procedure for the processing of a grievance shall be as follows:

Level 1

a. A grievant(s) shall institute a grievance under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after the grievant(s) would reasonably be expected to know of its occurrence.

b. Failure to so act within the aforesaid fifteen (15) day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted. The grievant(s) filing a grievance hereunder shall first discuss the grievance

orally with the grievant(s)' immediate administrative supervisor (department head, supervisor, principal, etc.) to attempt to resolve the matter at that level.

Level 2:

If the grievance remains unresolved, the grievant(s) shall within five (5) days following the informal conference submit the grievance to the grievant(s) immediate supervisor in writing, which shall specify:

- a. the nature of the grievance and the remedy requested;
- b. the nature and extent of injury or loss;
- c. the results of the previous discussion; and
- d. the basis of the dissatisfaction with the determination.

The grievant(s)' immediate supervisor shall within five (5) calendar days submit a written decision on the grievance which shall be transmitted to the grievant.

Level 3:

If the grievance remains unresolved, the grievant(s) shall, no later than five (5) calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as a statement explaining the grievant(s)' dissatisfaction with the decision previously rendered. The grievant(s) shall, at the time of filing of the appeal, also furnish the immediate supervisor with a copy of any additional document(s) provided to the Superintendent. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearings (in such a manner as he/she deems necessary) to resolve the grievance. In any event, the Superintendent shall within ten (10) calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the grievant(s) and the grievant(s)' immediate supervisor in writing of his/her determination.

Level 4:

If the grievance remains unresolved, grievant(s) shall state in writing no later than five (5) calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written decision on the grievance no later than twenty (20) calendar days following receipt of the grievance.

Level 5:

a. If the grievance remains unresolved, the grievant(s) shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration of the grievance shall be made known to the Board through the Board Secretary, no later than ten (10) calendar days following the determination of the grievance to the Board. Failure to demand

arbitration within the aforesaid time period shall constitute a bar to arbitration unless the grievant(s) and the Board shall mutually agree upon a different time period within which to assert the request.

b. The following procedures shall be used to secure the services of an arbitrator.

1. Either party may request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute.

2. The procedure for arbitration shall be in accordance with the rules established by PERC, and the parties agree to comply with the aforesaid rules.

3. Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs that shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.

4. All times stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.

ARTICLE XIII

REPRESENTATION FEE

A. Purpose of Fee

If a contracted custodian/maintenance employee does not become a member of the Association during any membership year (i.e., from September 1 to the following 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/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of 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 determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination

If an employee who is required to pay a representation fee terminates his or 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 transmission of such fees to the Association will, as nearly as possible, be the same as those used for the 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; such changes will be reflected in any deductions made beginning ten (10) days after the Board receives 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 (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification

The Montville Township Custodians/Maintenance Association will save harmless and ensure that the Board is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken in conformance with this provision. Any action taken by members of the MTCMA, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

ARTICLE XIV

NEW JOB POSTING PROCEDURES

All district and all unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice shall be posted in a common area in each school and in the maintenance shop as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice and the superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until an applicant notifies the office in writing that the application is withdrawn.

2. The qualification for the position, its duties, and the rate of compensation shall be clearly set forth.

3. An area shall be established to post all job vacancies. The Association president shall receive copies of each posting for each school to be posted in an accessible area to all Association members.

ARTICLE XV

BOARD HIRING POLICY

A. Placement on Salary Guide – All new hires for the Montville Township Custodians/Maintenance Association shall not be placed on the salary guide beyond step three (3).

B. New hires must document appropriate experience in custodial/maintenance work to be considered for guide placement beyond step 1.

C. New hires must provide complete documentation for all licenses/certificates held to be considered for appropriate guide placement.

MAINTENANCE GUIDE

Year 1 2008-2009		Year 2 2009-2010		Year 3 2010-2011	
Step	Salary	Step	Salary	Step	Salary
1	33,005	1-2	34,505	1	35,330
2-3	33,505	3-4	35,005	2-3	35,830
4-5	34,005	5-6	35,505	4-5	36,330
6	34,505	7	36,905	6-7	37,795
7	35,905	8	38,305	8	39,260
8	37,305	9	39,755	9	40,725
9	38,755	10	41,205	10	42,190
10	40,205	11	42,655	11	43,655
11	41,655	OG1	48,345	OG1	49,345
OG1	47,345	OG2	54,939	OG2	55,939
OG2	53,939				

Custodian Supervisor \$6,700
 Head Night Custodian – High School \$3,300
 Head Night Custodian – Lazar \$2,700

CUSTODIANS/DAY GUIDE

Year 1 2008-2009		Year 2 2009-2010		Year 3 2010-2011	
Step	Salary	Step	Salary	Step	Salary
1	29,910	1	30,510	1	31,095
2-3	30,410	2	31,010	2	31,595
4-5	30,910	3-4	31,510	3	32,095
6	31,960	5-6	32,560	4-5	33,260
7	33,010	7	33,750	6-7	34,525
8	34,060	8	35,040	8	35,890
9	35,490	9	36,430	9	37,355
10	36,920	10	37,920	10	38,920
OG	39,880	OG	40,880	OG	41,880

Custodian Supervisor \$6,700
 Head Night Custodian – High School \$3,300
 Head Night Custodian – Lazar \$2,700

CUSTODIANS/EVENING GUIDE

Year 1 2008-2009		Year 2 2009-2010		Year 3 2010-2011	
Step	Salary	Step	Salary	Step	Salary
1	30,410	1	31,010	1	31,595
2-3	30,910	2	31,510	2	32,095
4-5	31,410	3-4	32,010	3	32,595
6	32,460	5-6	33,060	4-5	33,760
7	33,510	7	34,250	6-7	35,025
8	34,560	8	35,540	8	36,390
9	35,990	9	36,930	9	37,855
10	37,420	10	38,420	10	39,420
OG2	55,996	OG2	56,996	OG2	57,996
OG3	56,764	OG3	57,764	OG3	58,764

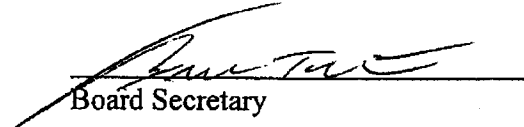
Custodian Supervisor \$6,700
 Head Night Custodian – High School \$3,300
 Head Night Custodian – Lazar \$2,700

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ATTEST:

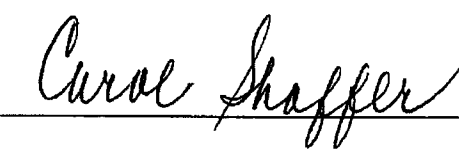
THE BOARD OF EDUCATION OF THE
TOWNSHIP OF MONTVILLE



Board Secretary


President

ATTEST:

THE MONTVILLE TOWNSHIP
CUSTODIANS/MAINTENANCE
ASSOCIATION


Carol Shaffer

 2/27/09
President MTCMA