

SHOP

MEMORANDUM OF AGREEMENT BETWEEN
THE TOWNSHIP OF UNION BOARD OF EDUCATION
AND THE ASSOCIATION OF CUSTODIAL, MAINTENANCE
AND TRANSPORTATION EMPLOYEES

WHEREAS, the Association of Custodial, Maintenance and Transportation Employees (hereinafter "CMTE") and representatives of the Township of Union Board of Education (hereinafter "BOE") (collectively the "Parties") have met on numerous occasions over the past eighteen (18) months; and

WHEREAS, the Parties have tentatively agreed upon the following changes of the terms and conditions of employment to be contained in the Collective Bargaining Agreement; and

WHEREAS, the Collective Bargaining Agreement (hereinafter "CBA") shall be amended and modified as follows:

1. The "Utility" job description shall be placed in the CBA in Section 11.06(11).
2. Article II – RECOGNITION – the last sentence is amended to read as follows: "Excluded from this unit are the Supervisors of Transportation, Supervisor of Buildings and Grounds and the Assistant Supervisor of Buildings and Grounds."
3. Global changes to the CBA to reflect the deletion of Director of Operations and Maintenance to Supervisor of Buildings and Grounds.
4. The following language shall be added to Article 5.06.4: "If snow overtime is declined by any employee, said employee's name may be removed from the snow overtime list, in the discretion of management. All Groundsmen are required to work snow overtime unless they are on an approved leave, out sick with a doctor's note or previously excused by the Supervisor of Buildings and Grounds."
5. In lieu of one (1) set of uniforms (owed), one (1) Carhardt jacket or hoodie will be provided to each employee. All new employees hired before November 1, 2013 shall also receive the jacket or hoodie.
6. New Section 7.07.4 to read as follows: "During the heating season (October 31 through April 1) building checks on weekends (Saturday, Sunday and Holidays) shall be performed two (2) times per day instead of one (1) time per day."
7. Add 3.07: "Whenever the Board of Education changes a policy that affects its employees, the CMTE shall be advised in writing."
8. Section 7.01 shall be amended to read as follows:

Effective 7/1/12 - \$1290

Effective 7/1/13 - \$1325

Effective 7/1/14 - \$1361

9. New Section 6.02.4: "During July and August 2014 there shall be a trial period for a changed duty schedule. The duty schedule shall be 6:30 a.m. to 3:00 p.m., Monday through Friday, with a ½ hour lunch period." Upon completion, this changed duty schedule shall be evaluated by the Board of Education. At that time, it could be continued for future years or discontinued, in the Board's discretion.
10. Exhibit A – as revised – attached
11. Article 8 shall be amended. (Additions and changes have been bolded)

SIDE BAR AGREEMENT #1

The Board agrees that to correct a salary inequity, Rob Rafter shall, in addition to other negotiated increases, receive a one-time increase to his base salary in the amount of \$3,000.

SIDE BAR AGREEMENT #2

The Board agrees that to compensate for the additional workload of three hundred (300) fifth graders, Joseph Russell shall, in addition to other negotiated increases, receive a one-time bonus check in the amount of \$1,040 [stipend of \$520 per year for two (2) years] which shall not be pensionable.

WE, THE UNDERSIGNED, HAVING NEGOTIATED THE FOREGOING AGREEMENT, HEREBY RECOMMEND RATIFICATION OF SAME TO OUR RESPECTIVE CONSTITUENTS.

FOR CMTE

Joseph Russell
Raymond E. Mason
John Boyd
Richard [unclear]
[unclear]

DATED: 11/11/2013

FOR BOARD OF EDUCATION

President of the ACMTE
VP of the ACMTE
Treasurer of the ACMTE
trustee of the ACMTE
VP of the ACMTE

DATED: _____

EXHIBIT B

STIPENDS

HEAD CUSTODIAN

Hannah Caldwell **	\$ 563.00
Kawameeh Middle School	\$ 563.00
Burnet Middle School	\$ 731.00
Union High School – 1 st shift	\$1,485.00
Asbestos O+M	\$ 563.00

ASSISTANT CUSTODIAN

Night differential – 2 nd shift	\$1,446.00
Night differential – 3 rd shift	\$1,891.00
Asbestos O+M	\$ 563.00

CUSTODIAN/FIREMAN

Night differential – 2 nd shift	\$1,446.00
Night differential – 3 rd shift	\$1,891.00
Asbestos O+M	\$ 563.00

LEAD MAN

Hannah Caldwell – 2 nd shift	\$ 416.00
Kawameeh Middle School – 2 nd shift	\$ 416.00
Union High School – 2 nd shift	\$1,125.00
Union High School – 3 rd shift	\$ 759.00
Burnet Middle School – 2 nd shift	\$ 675.00
Asbestos O+M	\$ 563.00

SKILLED MAINTENANCE/GENERAL MAINTENANCE

Head Groundsman	\$ 675.00
Freon Purchaser License*	\$ 338.00
Pesticide Applicator License*	\$1,000.00
NJDMV Inspector License*	\$ 337.00
Asbestos O+M	\$ 563.00
CDL License	\$ 563.00
Electrician/HVAC/Plumbers with Black Seal License	\$ 900.00

*Must be directly related to assigned duties in particular trade

**This stipend shall be removed from the Collective Bargaining Agreement when the employee presently holding the position resigns, retires or the position otherwise becomes vacant.

Stipends are as assigned by the Superintendent and approved by the Board of Education in its sole discretion.

EXHIBIT A

MAXIMUM STARTING SALARIES *

Head Custodian

2012-2013 \$46,870	2013-2014 \$48,195	2014-2015 \$49,556
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Custodian (Asst Custodian, Custodian/Fireman)

2012-2013 \$41,808	2013-2014 \$43,133	2014-2015 \$44,494
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Bus Driver

2012-2013 \$46,870	2013-2014 \$48,195	2014-2015 \$49,556
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Skilled Maintenance

2012-2013 \$50,919	2013-2014 \$52,244	2014-2015 53,605
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General Maintenance

2012-2013 \$41,935	2013-2014 \$43,260	2014-2015 \$44,621
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Electrician/Plumber/State License

2012-2013 \$55,580	2013-2014 \$56,905	2014-2015 \$58,266
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Custodian base salary shall be increased by \$900 upon proof of obtaining Black Seal boiler operator's license.

*When an employee moves to a higher job classification (i.e. Head Custodian) said employee shall be increased in compensation to the maximum starting salary (as set forth in Article 7.13 above) or if the present base salary is greater than the maximum starting salary of the new title, a salary increase of up to ten percent (10%) shall be added to the present base salary.

ARTICLE VIII – VACATIONS AND HOLIDAYS

8.01 Vacation Schedule – Association Members shall be allowed one (1) vacation day for each month employed from the date of employment to the following July 1st with a maximum of ten (10) days. After the first year, the schedule will be as follows:

- Less than seven (7) years by July 1st – ten (10) working days
- More than seven (7) years and less than fifteen (15) years by July 1st – fifteen (15) working days.
- More than fifteen (15) years and less than nineteen (19) years by July 1st – twenty (20) working days.
- Nineteen (19) years or more by July 1st – twenty-three (23) working days.

8.02 Vacation time-off during the school year may only be taken under the following conditions:

8.02.1 Must be specifically approved by the **Supervisor of Buildings and Grounds** and the Assistant Superintendent of Schools.

8.02.2 There shall be sufficient staffing during the absence of the vacationer.

8.02.3 Vacations before or after a scheduled holiday shall require the specific approval of the **Supervisor of Buildings and Grounds** and the Assistant Superintendent of Schools.

8.03 Refusal to grant vacation time off for a specific time and/or date shall not be grievable.

8.04 Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during the months of July, August and school recess periods.

8.05 All vacations must be taken during the year **following the year** in which they were accrued. In accordance with present practice, days not so used shall be forfeited except if an employee is on approved leave or out on workers' compensation, in which case these days must be used in the year the employee returns to duty.

8.05.1 Employees allotted greater than fifteen (15) days per year must use all days over fifteen (15) by January 1st. Employees allotted fifteen (15) days or less per year may carry those unused days into the following calendar year ending on June 30. By April 1st, employees must commit to a vacation schedule for their remaining days allotted for that year. If employees do not commit by April 1st, management reserves the right to assign vacation schedules.

8.06 All vacation schedules for the following year shall be submitted by each Head Custodian or Supervisor for all personnel under his/her charge to the Supervisor of Buildings and Grounds by May 1st of the current year.

8.07 Full vacation allowance shall be granted all members of the bargaining unit that retire or resign after April 1st of any school year provided they have been employed at least three (3) years.

8.07.1 The Board shall compensate employees for accumulated and unused vacation days at the rate of pay earned at the time of separation from employment. In case of death of the employee, the lump sum payment shall be made to the employee's estate.