

AGREEMENT
BETWEEN
CALDWELL-WEST CALDWELL
CUSTODIANS AND MAINTENANCE ASSOCIATION
AND
BOARD OF EDUCATION OF CALDWELL-WEST CADWELL
NEW JERSEY
For the Period:
July 1, 2021 – June 30, 2024

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2021, 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

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:

HEAD CUSTODIAN MIDDLE SCHOOL
HEAD CUSTODIAN HIGH SCHOOL
HEAD CUSTODIAN ELEMENTARY SCHOOL
LEAD CUSTODIAN MIDDLE SCHOOL
LEAD CUSTODIAN HIGH SCHOOL
CUSTODIAN GENERAL
MAINTENANCE
REGULAR PART-TIME CUSTODIANS
CUSTODIAN FOREMAN
MAINTENANCE FOREMAN

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

- A. This Agreement shall be binding upon the Parties hereto and their successor and/or assigns.
- B. Wherever the pronoun “he” or “she” appears throughout this Agreement, such pronoun is to be considered as if the other was used.
- C. 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.
- D. 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 have the opportunity to pay a representation fee to the Association. This fee shall be paid by payroll deduction in similar manner as that for payroll deduction of Association dues. The purpose of this fee shall 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. The amount of such representation fee shall be in compliance with applicable federal and state laws. 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 shall 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 shall 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 shall 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 shall 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 shall 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 Administrator. The appeal to the Board Secretary/Business Administrator 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 Administrator 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 Administrator 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 Administrator's decision, request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary/Business Administrator 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

A. Employee, Family, or Dependency

For employees hired on or before June 30, 2018, family health benefits coverage shall be offered, with Horizon Direct Access 15, or its equivalent, as the base plan.

For employees hired on or after July 1, 2018, family health benefits coverage shall be offered, with Horizon OMNIA, or its equivalent, as the base plan.

For employees hired on or after July 1, 2021, family health benefits coverage shall be offered, with the State Employee Health Benefits Program being the only option.

All employees shall contribute the Tier 4 rates from the contribution tables from *Chapter 78, P.L. 2010*, with the minimum contribution to be no less than 1.5% of salary. Employees who are regularly employed shall work a minimum of 25 hours per week to receive health and dental benefits.

B. Dental

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

ARTICLE VIII – SICK DAYS

- A. Employees hired on or before June 30, 2018 shall be allowed fourteen (14) days absence in any school year for personal illness without deduction of pay.
- B. Employees hired on or after July 1, 2018 shall be allowed ten (10) days absence in any school year for personal illness without deduction of pay.

For all employees:

- C. 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 Administrator 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.
- D. 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.
- E. Custodial and Maintenance personnel shall be notified of their accumulated sick days on or about September 30.
- F. Any employee who is sick on the day preceding or after a holiday shall not receive payment for that holiday unless a doctor's note can be provided.

ARTICLE IX – HOLIDAYS

- A. The Annual School Calendar showing days considered holidays shall be prepared and distributed to the Association by June 15. Presidents Day, Martin Luther King Day, and Jewish holidays shall be work days when school is closed. In lieu of working on these holidays, members shall be given the same number of days worked as floating holidays that may be used at any time during the school year.

- 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

Employees hired on or before June 30, 2018, vacation days shall be awarded as follows:

- A. After one full year of continuous service, a full-time employee shall be entitled to seventeen (17) days paid vacation, five (5) days of which must be taken during July or August. After ten (10) full years of continuous service, twenty-two (22) paid vacation days shall be granted, five (5) days of which must be taken during July or August.

Employees hired on or after July 1, 2018, vacation days shall be awarded as follows:

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

For all employees:

- C. Employees with less than one (1) full year of service shall earn vacation days at a rate of 1.5 days per month and such days can be used at the discretion of the Supervisor. If an employee resigns having used more days than he/she has earned, the days would be docked from their last paycheck.
- D. 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 Administrator. Employees must submit dates for vacation planning by June 15 and December 15 each year. Where requested vacation times conflict with building coverage needs, building seniority shall be used to determine approved priority.
- E. Vacations shall be limited to two (2) consecutive weeks. For unusual circumstances the Board Secretary/Business Administrator may grant three (3) consecutive weeks at his discretion. Vacation time is not to be cumulative except in cases of serious illness.
- F. As of July 1, 2015, all anniversary dates shall be moved to July 1 through June 30. All anniversary dates prior to consolidation shall be prorated.
- G. Vacation days shall only be granted when scheduled in accordance with the procedures set forth in this section. If an employee has used all of their sick and personal days, he/she cannot use a vacation day when calling out sick and, instead, shall forfeit his/her salary for that day.

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 shall be considered only upon a written application to the Board Secretary/Business Administrator.

B. Maternity/Child Care Leave Of Absence

1. Maternity/Child Care leave shall be granted in accordance with applicable State and Federal laws and decisions of the Commissioner of Education.
2. When an employee becomes aware of her pregnancy, she shall notify the Superintendent, through the Board Secretary/Business Administrator, indicating the tentative birth date. Arrangements shall then be made for the employee's leave of absence.
3. 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.
4. 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.
5. 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.
6. 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

1. An absence not to exceed five (5) working days for each instance shall be allowed without loss of pay by the Board Secretary/Business Administrator 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.

2. 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 Administrator.

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 Administrator. Where possible, preference shall 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

- A. **Day Shift Custodian Hours:** The normal work day for day shift custodians shall be eight (8) hours exclusive of a scheduled one (1) hour duty free lunch period, spanning from 7:30 a.m. to 4:30 p.m. Within the eight (8) hour workday, custodians shall be granted a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m.
- B. **Day Shift Custodian Alternate Hours:** For the period July 1 to school opening each year, and when the district is closed for winter, spring, and summer vacations, the normal work day for day shift custodial employees shall be from 7:30 a.m. to 4:00 p.m. with a scheduled one-half (½) hour lunch period.
- C. **Night Shift Custodian Hours:** The normal work day for night shift custodians shall be eight (8) hours inclusive of a one-half (½) hour duty free meal break. Within the eight (8) hour workday, custodian employees shall be granted a fifteen (15) minute break in the p.m. Night shift work shall be scheduled to begin not earlier than 2:30 p.m. Summer hours for Night Shift Custodians may be assigned and/or changed at the discretion of the Supervisor of Maintenance and Operations.
- D. **Day Shift Maintenance Hours:** The normal work day for day shift maintenance employees shall be eight (8) hours exclusive of a scheduled one-half (½) hour duty free lunch, spanning from 7:00 a.m. to 3:30 p.m. Within the eight (8) hour workday, maintenance employees shall be granted a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. Notwithstanding the above, hours for Day Shift Maintenance Hours may be assigned and/or changed at the discretion of the Supervisor of Maintenance and Operations

- E. **Day Shift Maintenance Alternate Hours:** The normal work day for day shift maintenance employees for the period of July 1 to school opening each year shall be from 6:30 a.m. to 2:30 p.m., with a one-half (1/2) hour lunch.
- F. Flex-time schedule arrangements for Monday-Friday work may be made for up to four employees. When flex-time schedules are implemented, consideration shall be given, to the extent possible, to employees' individual preferences. Appointments shall 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.
- G. Up to four custodians may be assigned to a regular Tuesday through Saturday work week at regular pay rate. An annual stipend for each year of this Agreement 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. The rate of pay shall be per the Tuesday to Saturday shift stipend.
- H. A shift at the high school shall follow the following hours of work: Tuesday to Friday 11:30 a.m. to 7:30 p.m. (inclusive of ½ hour lunch) and Saturday 7:30 a.m. to 4:30 p.m. (inclusive of ½ hour lunch), and a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m.). The rate of pay shall be per the Tuesday to Saturday shift stipend.
- I. Employees, other than those designated as Forman, 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.
- J. 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.
- K. Employees called in for overtime at a time which is not immediately before their shift or on a day they are not assigned to work shall be guaranteed a minimum of three (3) hours of overtime to be paid at the normal overtime rate. If an employee appears for a scheduled overtime not directly following their shift, the employee shall receive the minimum of three (3) hours overtime to be paid at the normal overtime rate.
- L. Overtime that occurs on a Saturday shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly wage. Overtime that occurs on a Sunday shall be paid at the rate of two (2) times the employees' regular hourly wage. If less than 40 hours are worked in a week due to sickness, the employee shall be paid the regular hourly rate for that Saturday and Sunday until 40 hours have been worked, unless the work on Saturday and Sunday is for the purpose of snow removal, for which the respective overtime rates of 1.5 and 2.0 times pay shall apply, respectively.
- M. On inclement weather days any time before 7:30 a.m. or after 4:30 p.m. shall be paid at the normal overtime rate.

N. Overtime assignment procedures shall be as follows:

1. All school custodians shall be listed on a posted rotating overtime roster with rotation beginning with the most senior school custodian.
2. The Supervisor of Maintenance and Operations shall 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 shall make an assignment to which reference is made elsewhere in this Article.

O. In cases in which school is impacted (i.e., closed, delayed opening, early dismissal) due to inclement weather, employees shall report to work or else they shall be docked pay for the absence(s). Employees may not use sick days or vacation when failing to report to work on short notice on such days.

P. Employees that work within twenty-four (24) hours following the declaration of a "State of Emergency" shall be compensated at the rate of one and one-half (1.5) times his/her regular hourly wage for all hours worked within that twenty-four (24) hour period. In cases in which consecutive emergency days are declared, employees shall only be compensated at the extra rate for the first twenty-four (24) hours following the initial declaration.

SECTION XIV - 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 shall require assignment of personnel to meet the daily hours of operation.
- B. The day shift custodians at the high school and middle school shall 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, however the day shift custodians in the host school shall have the right of first refusal for such overtime offerings.
- C. The assignments shall be scheduled for the following hours:

	<u>A.M.</u>	<u>P.M.</u>
Jefferson	6:30 - 7:30 a.m.	4:30 - 6:30 p.m.
Lincoln	6:30 - 7:30 a.m.	4:30 - 6:30 p.m.
Washington	6:30 - 7:30 a.m.	N/A
Wilson	6:30 - 7:30 a.m.	4:30 - 6:30 p.m.
Harrison	6:30 - 7:30 a.m.	4:30 - 6:30 p.m.

- D. Employees shall be compensated at the rate of one and one-half (1.5) times their hourly rate for each hour worked during the above referenced times.
- E. Whenever the regularly assigned elementary custodians refuse available overtime, high school and middle school day shift employees shall be assigned to a specific building and trained in the proper operation of the building before being assigned alone in the building.
- F. Schedules shall 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 are 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 Administrator shall set the schedule.

ARTICLE XV – EVALUATION

- A. 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.
- B. Salary increases, where applicable, are to be granted on the basis of performance evaluation and Board approval.
- C. Evaluation reports shall be in the form as attached hereto for the duration of the contract.
- D. Evaluation reports written by the employee's supervisor shall be filed in the employee's permanent record folder; after the employee has been given a copy of the report and has affixed his/her signature to all copies to indicate review of the material in said report.
- E. Signing the report does not indicate agreement with its contents. If not in agreement with the contents, employees shall be given the opportunity to write a rebuttal to the evaluation report. The rebuttal shall be submitted within ten (10) work days of receipt of report. The rebuttal shall be attached to the report and included in the employee's permanent record folder. All non-probationary employees shall be evaluated, by the Supervisor of Buildings and Grounds, at least once during each year of this Agreement.

The evaluation report shall measure and include comments related to the following:

1. Satisfactory performance of the employee.
2. Needs Improvement performance of employee.
3. Unsatisfactory performance of the employee.
4. Commendations and specific suggestions as measures to improve the employee's performance.

- F. Reasonable effort shall be made by the supervisor to assist the employee; if there is evidence of the need for such improvement. Evidence of unsatisfactory performance shall be brought to the employee's attention and the employee shall be given a corrective action plan for improvement.
- G. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XVI – 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 shall be considered for reduction in force prior to regular full-time employees.

ARTICLE XVII – SALARIES

- A. Salaries for Custodial and Maintenance employees for the period covered by this Agreement shall be increased by the following amounts above their 2020-2021 salaries:

Year 1	2021-2022	3.40%
Year 2	2022-2023	3.30%
Year 3	2023-2024	3.30%

After an initial probationary period, minimum base salaries shall be \$35,000 for custodians and \$40,000 for maintenance workers.

- B. Beginning with the 2018-2019 contract year, salary guides shall no longer exist for custodial and maintenance employees.
- C. 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 shall 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.
- D. After an employee has completed the probationary period, the employee may be non-renewed or terminated by the Board subject to just cause.
- E. Employees hired between July 1 – September 30 shall receive the full salary increase scheduled for the ensuing year. Employees hired between October 1 – December 31 shall receive $\frac{3}{4}$ of the salary increase scheduled for the ensuing year. Employees hired between January 1 – March 31 shall receive $\frac{1}{2}$ of the salary increase scheduled for the ensuing year. Employees hired between April 1 – June 30 shall receive $\frac{1}{4}$ of the salary increase scheduled for the ensuing year. In all cases, the Board retains the right to withhold increments for cause.

- F. New custodians shall have obtained their boiler license no later than one (1) year after October 1 of their initial year of employment. New custodians failing to obtain their boiler license by that time shall not receive their next scheduled salary increase following that date, regardless of whether they obtain said license between their anniversary and July 1, and may, at the discretion of the district, have their employment terminated.
- G. Custodians will be fully reimbursed, upon documentation, every three (3) years for the renewal cost of the Black Seal Boiler License. Custodians who fail to have their boiler license timely renewed shall not receive the salary increase scheduled for July 1 following the expiration of their old license (regardless of whether they obtain said license between expiration and July 1) and may, at the discretion of the district, have their employment terminated. Custodians failing to obtain their boiler license by that time shall not receive their next scheduled salary increase following that date, regardless of whether they obtain said license between their anniversary and July 1, and may, at the discretion of the district, have their employment terminated.
- H. Employees hired on or before June 30, 2018 shall receive longevity as described in Appendix A of this contract. Employees hired on or after July 1, 2018 shall not receive longevity.
- I. 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.
- J. 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 XVIII – 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

1. The Board agrees to provide rain gear for employees required to work outdoors in inclement weather.
2. The Board shall reimburse each employee up to five hundred-twenty dollars (\$520) annually for the purchase of work shoes and/or work clothes. The Board shall 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 shall be deducted from the (\$520) 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 Administrator.

3. Clothing allowance reimbursement shall be provided each employee upon presentation of purchase receipts to the School Business Office. All clothing allowance must be submitted by January 31 of that school year.
4. Custodial and maintenance personnel are expected to be properly attired and all work clothes should be properly laundered.
5. 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 shall be required to leave work and return with their badges. Workers who lose ID badges shall 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 shall 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 Administrator 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 shall be at overtime rate.

E. Jury Duty

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

F. Sick Pay Reimbursement

1. Employees hired on or before June 30, 2018 who retire 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.

Employees hired on or after July 1, 2018 shall not receive reimbursement for unused sick days upon retirement.

2. 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 XIX - TERM OF AGREEMENT

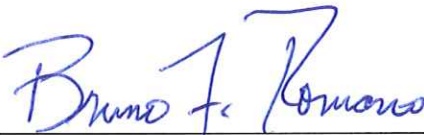
The terms of this Agreement shall be in effect for the period July 1, 2021 through June 30, 2024.

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:


Jay Rylick, President

7-7-21
Date



Bruno Romano, Vice President

6/30/21
Date

For the Caldwell-West Caldwell Board of Education:


Daniel Cipoletti, President

7/7/21
Date


Deborah Muscara, Interim Board Secretary/
School Business Administrator

6/30/2021
Date

APPENDIX A

CUSTODIAL/MAINTENANCE STIPENDS

CATEGORY	2021-2022	2022-2023	2023-2024
SECONDARY HEAD CUSTODIAN	\$ 7,000	\$ 7,000	\$ 7,000
SECONDARY LEAD CUSTODIAN	\$ 5,000	\$ 5,000	\$ 5,000
ELEMENTARY HEAD CUSTODIAN	\$ 6,000	\$ 6,000	\$ 6,000
ADMINISTRATION HEAD CUSTODIAN	\$ 5,000	\$ 5,000	\$ 5,000
NIGHT DIFFERENTIAL	\$ 3,030	\$ 3,030	\$ 3,030
TUESDAY/SATURDAY SHIFT	\$ 3,030	\$ 3,030	\$ 3,030
EXTENDED DAY (WASH) / SPLIT SHIFT (WILS)	\$ 1,068	\$ 1,068	\$ 1,068
CUSTODIAL FOREMAN	\$ 10,000	\$ 10,000	\$ 10,000
MAINTENANCE FOREMAN	\$ 10,000	\$ 10,000	\$ 10,000
ABESTOS REMOVAL (Trained O & M personnel)	\$ 100/mth	\$ 100/mth	\$ 100/mth
ELECTRICAL and/or PLUMBING LICENSE	\$ 200/mth	\$ 200/mth	\$ 200/mth
HVAC LICENSE (1) (+2400)	\$ 200/mth	\$ 200/mth	\$ 200/mth
EPA CERTIFIED FREON RECOVERY (1) (+600)	\$ 50/mth	\$ 50/mth	\$ 50/mth
ASE SCHOOL BUS CERTIFICATIONS (7) (+360)	\$ 30/mth	\$ 30/mth	\$ 30/mth
COMMERCIAL PESTICIDE & FERTILIZER APPLICATION LICENSE (1) (+600)	\$ 50/mth	\$ 50/mth	\$ 50/mth

LONGEVITY – FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2018 ONLY

	2018-2019	2019-2020	2020-2021
15- 19 YEARS	\$ 1,773	\$ 1,773	\$ 1,773
20-24 YEARS	\$ 1,878	\$ 1,878	\$ 1,878
25+ YEARS	\$ 2,000	\$ 2,000	\$ 2,000