

CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

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Reply to: Matawan Office

July 13, 2022

Via Email Only

Curtiss Jameson, Esq.
Jameson, Esq. LLC
1149 Bloomfield Ave, Suite B2
Clifton, NJ 07012

Re: Middletown Board of Education and Teamsters Local No. 11
Maintenance and Custodial Unit

Dear Mr. Jameson:

Following up on our telephone conference today, the Board offers the following terms in addition to those contained in the Memorandum of Agreement ("MOA") dated May 25, 2022 (a copy of which is attached for your convenience) in order to settle the above-referenced negotiations:

1. Article 9:1. Amend to change from 14 to 16 paid holidays;
2. Article 19:4. Uniform allowance shall increase from \$650 to \$750;
3. Salary Adjustments as follows:

2021 Base Salary	2022 Salary Adjustment
Facilities Worker	
\$40,000-\$59,999	\$3,500
\$60,000 and above	\$3,000
Maintenance Mechanic	
\$45,000-\$59,999	\$3,500
\$60,000 and above	\$3,000

4. Any currently pending grievance shall be withdrawn with prejudice;
5. If there is any conflict between this letter and the May 25, 2022 MOA, the terms of this letter shall control; and
6. Salary increases shall be retroactive to July 1, 2022 provided the Union ratifies these terms prior to the Board meeting on Tuesday, July 19, 2022; otherwise, salary increases shall be effective at the time which these terms are approved by both parties.

Please notify me in writing if and when these terms, including those contained in the MOA are ratified by the Union. The Board will not be providing any additional offers beyond the terms contained herein and in the attached MOA.

If you have any questions, please contact me; otherwise, I look forward to hearing from you.

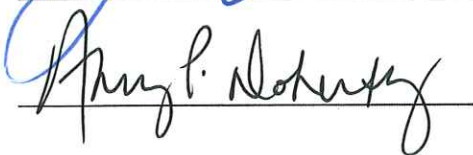
Very truly yours,



Bruce W. Padula

c: Frank Capone, President
Jacqueline Tobacco, Vice President
Amy Doherty, School Business Administrator
Mary Ellen Walker, Superintendent

FOR THE BOARD

FOR THE UNION

 7/19/12

**Middletown Board of Education
and
Teamsters Local No. 11
(Maintenance and Custodial Unit)**

May 31, 2022

The Board proposed the following terms for inclusion in a successor collective negotiated agreement. All items are subject to ratification by the Union and approval by the entire Board of Education. All other proposals from both parties shall be withdrawn:

1. The Parties to agree to all the grammatical changes proposed by the Union on April 26, 2022, attached hereto as Exhibit A.
2. Article 3, Check-off/Representation Fee. Delete Sections 3:4.1 (including subparts), through and including 3:4.4. Renumber accordingly.
3. Article 4. Section 4:1 and 4:1.a shall be amended as follows:

4: 1 For employees hired prior to or on the date of ratification of this Agreement October 29, 2018, the scheduled work week shall consist of five consecutive eight-hour days between Monday and Friday and/or Tuesday and Saturday. For employees hired after ratification October 29, 2018 and for employees hired prior to or on the date of ratification of this Agreement who volunteer, the scheduled work week shall consist of five eight-hour days between Monday and Saturday.

4:1.a For employees hired prior to or on the date of ratification of this Agreement October 29, 2018, the scheduled work week for part-time employees shall consist of five consecutive days, either Monday through Friday or Tuesday through Saturday, with total weekly hours of no less than twenty (20) but no more than thirty (30). For employees hired after ratification October 29, 2018 and for employees hired prior to ~~or on the date of ratification of this Agreement October 29, 2018~~ who volunteer, the scheduled work week shall consist of total weekly hours of no less than twenty (20) but no more than thirty (30) between Monday and Saturday.

4:1.b The total number of part-time employees will be limited as follows to twelve (12).

~~Eight (8) during the 2012-2013 school year;
Ten (10) during the 2013-2014 school year; and
Twelve (12) during the 2014-2015 school year.~~

4. Article 4. Add the word "been" where appropriate in Section 4:5.

5. Article 7. Replace 7:2 in its entirety with the following: "The Employer agrees to distribute a notice of a new job vacancy by District email and posting to the District website for a period of five (5) working days. Such notice shall contain a description of the job, the salary range and when the job will be available."
6. Article 9. Amend Section 9.1 to read: "~~Employees on a twelve-month basis shall observe the perking calendar as prepared by the Central Office Administrator and approved by the Board.~~ Twelve-month Facilities employees shall observe the Facilities Staff Calendar approved by the Board. The present policy of ~~14~~ **16** paid holidays shall continue in full effect. The Board's calendar of holidays will be prepared following consultation with the Union. In the event that the Employer finds it necessary to change the calendar of holidays, based on operational need, then an alternative holiday will be provided in order that employees will receive their allocation of ~~14~~ **16** paid holidays. In the event of such change in calendar, the employees will be entitled only to the alternative holiday, and will not be paid double time for the previously scheduled holiday that the employees must work."
7. Article 10. Amend Section 10:3 to read: "Vacations may be taken, with the advance approval of the Director of ~~Buildings and Grounds~~Facilities, or his designees, at any time during the year. Members shall provide no less than ~~24~~48 hours' notice prior to taking any vacation day, and ~~48 hours'~~ two (2) weeks' notice in the case of a vacation of five work days or more. In cases of vacation days to be used on a Monday, such notice shall be provided no later than the end of the employee's shift on the previous Friday. The decision of the Director of ~~Buildings and Grounds~~Facilities, or his designee, to grant or not grant vacations at a particular time shall be based on the operational needs of the district and shall not be subject to the grievance procedure set forth herein."
8. Article 11. Amend Section 11.4 to provide that sick leave shall be taken in no less than half-day increments, rather than "increments of hours."
9. Article 13. Amend 13.1 to read: "Three days of absence for urgent personal need or business shall be allowed, with full pay, each year. Except in cases of emergency, application to the Director of ~~Buildings and Grounds~~Facilities, or his designee... [remainder to remain the same]"
10. Article 13. Amend the appropriate section of 13.2 to read (changing the term "break" or "extended break" to "holiday period"):

During a holiday period, the following shall apply:

- a. If the five (5) school days of bereavement leave begins before the holiday period, but ends during the holiday period, no additional days shall be granted after the holiday period. Weekends do not count as any of the five (5) school days of the bereavement leave.
- b. If the death occurs at the beginning of the holiday period, the counting of five (5) days shall begin during the holiday period (starting the

day after the death). If the five (5) days of the bereavement leave end before the holiday period ends or on the last day of the holiday period, no additional leave shall be granted after the holiday period. Weekends do not count as any of the five (5) school days of bereavement leave.

c. If the death occurs towards the end of the holiday period, the counting of the five (5) days shall begin during the holiday period (starting the day after death). Weekends do not count as any of the five (5) school days of bereavement leave.

11. Article 16. Replace in its entirety with "The District shall comply with all Federal and State laws concerning veterans and veterans' rights."
12. Duration. Three (3) years. Amend cover page and all applicable sections to represent a three-year agreement.
13. Article 19 as follows:

A. Amend 19.4 to refer to "all Teamsters – Facilities employees," rather than "custodians, stock men, maintenance men, and grounds men."

Article 19:4 Change \$650 to \$750

B. Amend typographical error in 19:5: "mot" should read "not."

14. Article 20. Replace introductory paragraph and Section 20.1 with the following:

The Board agrees to provide the following insurance protection to full-time employees covered by this Agreement. Full-time is defined as those employees formally assigned to no less than thirty (30) hours per week. Part-time employees shall not be entitled to insurance protection. Benefit levels will be equivalent to their current benefit levels. The Board has the right to offer additional plans that may have a lower benefit level than the current plans. Employees shall contribute to the cost of health care as provided by either Tier IV of P.L. 2011, c. 78 or P.L. 2020, c. 44, as appropriate depending on the plan applicable to the employee."

A. Employees hired July 1, 2020 and thereafter shall be offered the New Jersey Employees Health Plan (NJEHP) or the Garden State Health Plan (GSHP) as required by P.L. 2020, c. 44 (as amended by P.L. 2021, c. 163) for medical and prescription coverage. Dental coverage will be offered in compliance with this Agreement.

B. The Board shall maintain five "legacy" plans for medical and prescription coverage that were in place as of July 1, 2020. Employee contributions for these plans will be in compliance with Tier IV, P.L. 2011, c. 78. These plans are:

- i. PPO (for employees hired before July 1, 2010)
- ii. POS (for employees hired before July 1, 2020)
- iii. Alternate POS (for employees hired before July 1, 2020)
- iv. Direct Access (for employees hired before July 1, 2020)
- v. High Deductible Plan (for employees hired before July 1, 2020)

Details of these plan designs are included in the chart at Appendix _____

15. Article 20. Delete Sections 20:3 (obsolete) and 20:5. In Section 20.6, replace “two cents (.02) per hour” with “three cents (.03) per hour.” The remainder remains the same.

16. Article 22. Salaries

- Salary adjustment as follows:

7/1/22

2021 Base Salary	2022 Salary Adjustment
Facilities Worker*	
\$20,000-\$30,999	\$35,000 (minimum pay adjustment)
\$31,000-\$32,999	\$4,250
\$33,000-\$39,999	\$4,000
\$40,000-\$59,999	\$3,500
\$60,000 and above	\$3,000
Maintenance Mechanic	
\$40,000-\$44,999	\$47,000 (minimum pay adjustment)
\$45,000-\$59,999	\$3,500
\$50,000-\$59,999	\$2,700 (this line omitted)
\$60,000 and above	\$3,000

*See Paragraph 18.

7/1/23 3.0%

7/1/24 3.0%

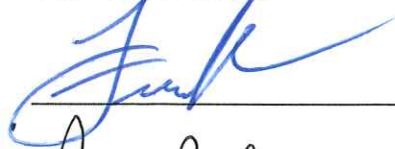
- Adjust Head Custodian Stipend to the following:

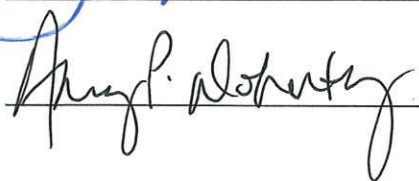
High School	\$10,000
Middle School	\$7,500
Harmony, Nut Swamp, New Monmouth, Bayview	\$5,200
Fairview, Lincroft, M. Village, Ocean Ave, Leonardo, River Plaza, Navesink	\$4,800

- Adjust Chief of Shipping and Receiving to \$5,255.

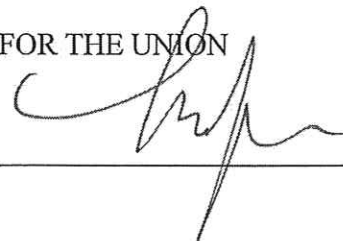
17. The Union's Grievance filed on February 28, 2022, Grievance Form B48956, is withdrawn with prejudice.
18. Custodians and Maintenance Helpers shall fall under the new title Facilities Worker. Contract shall be amended to reflect new title. Delete Section 4:13

FOR THE BOARD





FOR THE UNION



7/19/22