



## AGREEMENT

-Between-

TEAMSTERS LOCAL NO. 11  
International Brotherhood of Teamsters

-And-

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION  
FACILITIES WORKER CONTRACT

July 1, 2022 through June 30, 2025

Michael Curcio  
President/Principal Officer

Maryann Tittle  
Secretary-Treasurer

| <b>ARTICLE</b> | <b>SUBJECT</b>                                   | <b>PAGE</b> |
|----------------|--------------------------------------------------|-------------|
|                |                                                  |             |
|                | THIS AGREEMENT                                   | 1           |
| 1              | RECOGNITION                                      | 3           |
| 2              | EMPLOYEE RIGHTS                                  | 3           |
| 3              | CHECK-OFF/ REPRESENTATION FEE                    | 3           |
| 4              | HOURS OF WORK AND OVERTIME                       | 4           |
| 5              | SENIORITY                                        | 6           |
| 6              | FORCE REDUCTION (LAYOFF)                         | 7           |
| 7              | JOB VACANCIES, NEW JOBS CREATED, OR PROMOTIONS   | 8           |
| 8              | NON-DISCRIMINATION                               | 8           |
| 9              | HOLIDAYS                                         | 9           |
| 10             | VACATIONS                                        | 9           |
| 11             | GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE | 11          |
| 12             | SICK LEAVE                                       | 11          |
| 13             | ABSENCE FOR PERSONAL REASONS                     | 13          |
| 14             | ABSENCE FOR COURT APPEARANCE OR JURY DUTY        | 14          |
| 15             | UNION RIGHTS AND PRIVILEGES                      | 15          |
| 16             | VETERANS RIGHTS AND BENEFITS                     | 16          |
| 17             | DISCHARGE                                        | 16          |
| 18             | GRIEVANCE PROCEDURE AND ARBITRATION              | 16          |
| 19             | MISCELLANEOUS PROVISIONS                         | 19          |
| 20             | INSURANCE                                        | 20          |
| 21             | STRIKES AND LOCKOUTS                             | 21          |
| 22             | SALARIES                                         | 22          |
| 23             | SAVINGS CLAUSE                                   | 23          |
|                | SCHEDULE B                                       | 24          |
|                | SIGNATURE PAGE                                   | 26          |

This Agreement, made between the Middletown Township Board of Education, with its facilities at 834 Leonardville Road, Middletown, New Jersey, hereafter referred to as the "Employer," and Local Union No. 11, affiliated with the International Brotherhood of Teamsters, with its principal place of business at 810 Belmont Avenue, Suite 200, North Haledon, hereafter referred to as the "Union," for and on behalf of those designated employees named in Article 1, Recognition.

## ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective negotiation representative for all full-time Facilities Workers, Stock Clerks, and all part-time Facilities Workers, employed by the Board of Education, but excluding all clerical employees, professional employees, confidential employees, including supervisors and foremen as defined in Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act", and all other employees excluded by law.

## ARTICLE 2 EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Employer agrees that every Employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the state of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 known as "New Jersey Employer-Employee Relations Act" or other laws of New Jersey and the United States.

## ARTICLE 3 CHECK-OFF /REPRESENTATION FEE

3:1 The Employer, after receipt of written authorization from an Employee, shall deduct the dues from such Employee's paycheck due to him on the first pay day of each month and shall transmit said monies to the Secretary-Treasurer of the Union. Any such Employee who does not receive a paycheck on the first of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not deducted from the current month shall be deducted from the last paycheck of such Employee when he leaves the employ of the Employer or upon his discharge. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such Employee up to date. The Employer agrees to forward the full name and address (or application obtained from the shop steward) for all new Employees who become Union members and for whom an initiation fee is deducted. The Employer further agrees to notify the Union when any Employee is

discharged, granted leave of absence, leaves the employ of the Employer for any reason whatsoever or is absent due to illness or injury for a period exceeding thirty days.

Members who do not receive any paycheck in a month shall have the dues deducted for the months when dues were not deducted from their first paycheck upon their return to work unless the member has taken out a withdrawal card from the Union.

3:2 In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, the proper amount of initiation fee and any back dues owed by the member.

3:3 The total amount deducted shall be paid to the Local Union within five working days after such deduction is made.

#### ARTICLE 4 HOURS OF WORK AND OVERTIME

4:1 For Employees hired prior to or on 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 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 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 October 29, 2018 and for Employees hired prior to 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 to twelve (12).

4:1.c In the event that a vacancy occurs in a position split between two or more buildings, or a new position is created or added, the Board may fill such a vacancy or position with part-time Employees as set forth herein.

4:1.d In the event a vacancy occurs in a fulltime position in one building, current Employees assigned to split positions shall be reassigned to the regular, fulltime position, with first option for assignment being given on the basis of seniority, provided that the qualifications for the position are equal, and the Board may fill the resulting vacancy in the split position with two or more part-time Employees as set forth herein.

4:1.e In no event will a current, fulltime Employee be reassigned to a part-time position without his or her consent. However, all part-time positions will be posted, and current fulltime Employees may choose to apply for a part-time position in lieu of a

fulltime position.

4:2 Any work performed beyond eight hours in any work day shall be considered overtime and compensated for at one and one-half times the regular hourly rate of pay.

4:3 Any work performed on the day following the five consecutive work days will be compensated at one and one-half times the regular hourly rate of pay, except for any work performed on Sunday, which shall be compensated at two times the regular hourly rate.

4:4 Employees called to work prior to the start of their normally assigned shift shall be paid overtime at one and one-half times the regular rate for such time worked beyond eight hours.

4:5 In the event an Employee reports for regularly scheduled work without having been previously notified that there is no work, the Employee shall be guaranteed four hours pay at his regular rate of pay, and may be required to work at management discretion.

4:6 Overtime shall be distributed as equally as is practical among the Employees qualified and capable of performing the work available. Overtime for Maintenance personnel shall be distributed on a seniority basis for Employees qualified and capable of performing work. Such determination of qualifications and capabilities shall be made by the Superintendent or his/her designee.

4:7 In the event an Employee is called back to work after leaving at the conclusion of his normal work shift, the Employee will be entitled to a minimum of two hours pay at the overtime rate that is applicable, said overtime to begin upon arrival at the work area.

4:8 Overtime work offered but refused by any Employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

4:9.1 The parties agree that, in the absence of regularly employed personnel, substitutes may be utilized as replacements. The intent of this section is to clarify proper use of substitute personnel to replace regularly scheduled Employees who are on sick leave, personal leave, vacation leave, worker's compensation, etc.

4:9.2 In the event a substitute is utilized more than thirty days in a single work location, the substitute shall be paid at a regular rate equivalent to the first step of the appropriate salary schedule. Said substitute shall be temporarily employed on a full-time basis, thereby allowing the substitute to pay Union dues or agency shop, as the contract may provide. However, the substitute shall not be entitled to any other benefits set forth in this Agreement.

4:10 Employees who work more than one-half of their shift after 2:30 pm shall receive a shift premium as set forth in Schedule "B" attached. The provision shall not apply to part-time Employees.

4:11 Premium shift payments shall only be paid to those Employees assigned by the

Employer to a shift which requires premium payments.

4:12 Maintenance Employees' overtime shall be restricted to ability to perform. The Director of Buildings and Grounds, or his designee, will determine the qualifications necessary to equitably assign overtime (e.g., Carpenter, Plumber, Electrician, etc.), as related to the work assignment. General work such as snow clearing, emergency cleanup, etc. will be assigned on a rotation basis subject to ability to perform.

4:14 In the event overtime is necessary, and rotation has been utilized, the Employer clearly reserves the right to assign Employees overtime on the basis of operational needs. Mandatory overtime will be assigned on the basis of inverse seniority.

4:15 Only in the event of a district financial hardship and upon the authority of the Superintendent, the district may offer compensatory time in lieu of overtime pay at a rate of 1.5 hours compensatory time for every hour worked. Employees shall have the right to refuse overtime when compensatory time is offered in lieu of payment absent exigent circumstances.

4:16 The Employees eight hour work day shall include a one-half hour paid lunch period. Unit members shall not leave their assigned location during lunch. This provision shall not apply to part-time Employees.

4:17 If the district is closed due to inclement weather and NO Employees are required to report to work, the Facilities Supervisors shall have the right to call members in using a reverse seniority list in each building, if there are insufficient volunteers for such work. Unit members who are required to report to work will be paid at the rate of 1.5 times their normal rate, and shall be guaranteed a minimum of two (2) hours' overtime. Should the district be closed due to inclement weather during the course of the normal workday, unit members who work shall be paid at the 1.5 rate until such time as other Employees are required to return to work.

## ARTICLE 5 SENIORITY

5: 1 On September 1<sup>st</sup> of each year, the Employer shall establish and publish a seniority list of Employees' names and dates of employment from the last date of hire, with the Employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all Employees with shorter length of continuous service shall follow the names of such senior Employees, in order, until the name of the Employee with the shortest length of service appears at the foot of the list. Such list shall be published for each of the categories of Employees (e.g., Facilities Worker, Groundsman, Stock Clerk, and Maintenance Mechanic).

5:2 The seniority of each Employee shall date from the Employee's date of last hiring with the Employer.

5:3 For purposes of seniority as set forth in this Article and Article 6, part-time Employees shall be credited with pro-rated seniority based upon the ratio of their actual work week compared to forty hours. For example, a part-time Employee with a

20-hour work week shall accrue one-half of a year of seniority for each 12-month year worked.

## ARTICLE 6 FORCE REDUCTION (LAYOFF)

6:1 The Employer agrees that it will not engage any new Employees in any given category unless all of the Employees presently employed in that category are working the scheduled hours noted in this Agreement.

6:2 In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation (e.g., Facilities Worker, Groundsman, Stock Clerk, Maintenance Mechanic) involved. The Employee with the least seniority shall be laid off first, and in rehiring, the same principle shall apply, namely, the last Employee laid off shall be the first rehired. In the event an Employee obtains a position in another classification, he shall maintain seniority rights in his prior classification in the event of force reduction.

6:3 The parties further agree that, in the event of a forced reduction, district-wide seniority will permit Employees to bump a lower category, but will not permit Employees in a lower category to bump upward.

6:4 The Shop Steward and the Employees involved in such layoffs shall receive seventy-two hours notice prior to any layoff.

6:5 Seniority shall cease under the following conditions:

6:5.1 Resignation or termination for cause.

6:5.2 Failure to report for work or recall after layoff. Recall shall be made by registered mail in the last known address in the files of the Middletown Township Board of Education. It is the Employee's responsibility to inform the District of any change of address. Failure to respond within eight days shall be deemed to be a resignation.

6:5.3 Layoff for a period of one year.

6:6.1 Nothing in this Article relating to tenure of office shall be held to limit the right of the Employer to reduce the number of Employees employed in the district.

Whenever in the judgement of the Employer, it is advisable to abolish any such positions, for reason of economy or efficiency, or because of reduction in the number of pupils, or of change in the administrative or supervisory organization of the district, or for other good cause, the Employer shall comply with the provisions of this Article.

6:6.2 Any currently employed negotiation unit member, whose position is abolished as a result of a reduction pursuant to this paragraph, will have the opportunity to displace or bump a less senior Employee in the negotiation unit if the qualifications of both Employees are at least equal. However, in the event of conflict, the provisions of Section 6:3 shall be controlling.

6:7 Shop Stewards shall have the top seniority while serving in that capacity during the

period covered by this Agreement.

6:8 In the event that the Board considers the privatization or out-sourcing of any services provided by the Union, the Board shall provide the Union no less than six (6) months' prior written notice before the intended effective date of such privatization or out-sourcing.

## ARTICLE 7 JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

7:1 If a new job is created, if a vacancy occurs in a higher/related position, or a promotion is to be made, and if two or more equally qualified Employees apply for such position or promotion, seniority shall be a factor to be considered in the selection of the Employee to fill such position before any new Employee is hired. The selection of a Chief Custodian or Assistant Chief Custodian will not be made, when practicable, without consultation with the Director of Buildings and Grounds. At no time will Union members participate in the selection of candidates for these positions. The determination of qualifications rests solely with the Superintendent or his/her designee.

7:2 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.

7:3 The successful bidder and the Union shall be notified in writing of the Employee's acceptance by the Employer within three days of such acceptance. If there are no successful bids, the Employer may appoint from within the district or hire from outside the district to fill such jobs.

7:4 Any Employee hired for a position from outside the district shall be granted a trial period of up to one year. If it shall be determined during the said trial period that the Employee is not performing satisfactorily, the employer may, at its discretion, discharge the Employee. Any Employee of the district selected to fill a promotional position shall be granted a trial period of up to one year. If it shall be determined by the employer during the said trial period that the promoted Employee is not qualified to discharge the duties of the position to which he was promoted, the Employee shall resume his former position or a position equivalent hereto.

7:5 Alleged violations of this Article shall not be subject to the provisions of Section 18:4 (Arbitration).

7:6 The bidding procedure will apply only to the original vacancy. Lateral bidding or down bidding will be permitted.

## ARTICLE 8 NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-

discrimination against any Employee because of race, color, creed, religion, nationality, or gender, marital status, ancestry, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in the armed forces of the United States, and nationality. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every Employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the state of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any Employee by reason of his membership in the Union and its affiliates. It is also mutually agreed that the Union will not deprive or coerce any Employee, directly or indirectly, from the enjoyment of any rights conferred by this Agreement and/or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

#### ARTICLE 9 HOLIDAYS

9:1 Twelve-month Facilities Employees shall observe the Facilities Staff Calendar approved by the Board. Effective with the July 1, 2022 through June 30, 2025 contract, the number of paid holidays shall increase from fourteen (14) to sixteen (16). 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 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.

9:2 In the event an Employee works on a scheduled holiday, other than a day when school is scheduled, the Employee shall be paid for such work at two times the Employee's regular rate. In addition, the Employee will be granted an alternative holiday, or be paid for the holiday, at the discretion of the Employer.

9:3 If a holiday falls on a Saturday or Sunday, the Employee will be given a compensation day or will be paid for the holiday at the discretion of the Employer. Should the Employer elect to give a compensation day, same will be given within two weeks from the date of the holiday in question or else the Board waives its right to give a compensation day and must pay the Employee for the holidays worked.

9:4 If a holiday falls within a vacation period, the Employee shall receive pay for same or additional day of vacation.

#### ARTICLE 10 VACATIONS

10: 1 In accordance with the following schedule, the Employer agrees to grant paid vacations to all twelve-month Employees in the negotiation unit:

10:1.1 If employed on or after May 1, no vacation can be earned through the end of the school year. If employed before May 1, one vacation day will be granted for each ten weeks of service during the school year. The portion of the initial year of hire (prior to July 1 of the next work year) shall be counted as year one only for the purpose of vacation calculation.

10:1.2 From the beginning of year 2 to the end of year 5 -- ten days vacation.

10:1.3 From the beginning of year 6 to the end of year 10 -- fifteen days vacation.

10:1.4 From the beginning of year 11 to the end of year 20 -- twenty days vacation.

10:1.5 Above twenty years -- twenty-five days vacation. This provision applies only to Employees hired prior to July 1, 2006.

10:2 No more than twenty (20) vacation days may be carried over beyond June 30 in any year. All vacation days carried over to the next year, must be used in the next two years after they were carried over. Any vacation days that are not used within the next two years after which they are carried over will be forfeited.

10:3 Vacations may be taken, with the advance approval of the Director of Facilities, or his designees, at any time during the year. Members shall provide no less than 48 hours' notice prior to taking any vacation day, and 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 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.

10:4 In the event an Employee voluntarily leaves the employment of the Employer before his vacation period, and if two weeks notice of termination is given, the Employer shall compensate for any accrued vacation time that maybe due him, in accordance with the above schedule.

10:5 In the event of conflict in the selection of vacation time, the Employer shall have the right to grant vacation on a seniority basis, or as operational needs of the district dictate.

10:6 Any ten-month Employee who transfers to a twelve-month position shall have the Employee's total work time in the district converted to a twelve-month per year basis and be placed on the appropriate year of the vacation schedule for twelve-month Employees.

10:7 The value, in terms of both hours and payment, of a vacation day for a part-time Employee shall be pro-rated based upon the percentage of forty (40) hours per week for which the Employee is assigned.

ARTICLE 11  
GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE

11:1 An Employee who expects to be absent on a given day must notify the proper person, as designated by the Personnel Administrator, as soon as possible, but not later than twenty-four hours prior to the day the Employee is to be absent. Whenever possible, the proper person should be notified forty-eight hours in advance of the day the Employee intends to be absent.

11:2 Should leave of absence for a full school year be granted an Employee, it shall be necessary for such Employee to notify the Personnel Administrator on or before April 1<sup>st</sup> prior to the expiration of such leave whether said Employee intends to return to his former position. In all other instances involving leave of absence, it shall be necessary for the Employee on leave to notify the Personnel Administrator no later than one month prior to the expiration of such leave whether said Employee intends to return to his former position. In the event the Personnel Administrator is not so notified, the Employer shall have no obligation to return said Employee to his employment.

11:3 Employees may be granted special leave for reasons approved by the Employer. Such leave will be without pay; however, such leave may not exceed one school year and the Employer reserves the right to determine the number of Employees who may be granted such leave in any one year. Such leave can only be obtained once every ten years. Requests for such leave must be received by the Employer no later than May 1<sup>st</sup> of the year proceeding the year for which the leave is to be granted.

11:4 Employees may request time off for doctor or medical appointments in no less than half-day increments, provided they provide at least two days' notice and obtain the approval of their supervisor, which shall not be unreasonably denied.

ARTICLE 12 SICK LEAVE

12:1 Full-time twelve-month Employees of the Middletown Township Board of Education shall be allowed, without deduction from salary, twelve working days sick leave per year for personal illness or injury. Full-time ten-month Employees shall be allowed, without deduction from salary, ten working days sick leave per year for personal illness or injury. Unused sick leave days shall carryover from year to year. Employees shall receive a stipend of \$200.00 in June and December when a sick day is not used.

12:2 When an immediate family member of an Employee falls ill, and such immediate family member lives in the Employee's household, an Employee may be allowed leave with full pay upon approval by the Board. Such leave shall not exceed a maximum of five working days in any one year. Any leave taken under this provision shall be subtracted from the Employee's personal sick leave time.

12:3 Cumulative Leave:

12:3.1 The total number of days of sick leave that maybe used by an Employee in any one school year shall be the current annual sick leave allowance of twelve days plus the

accumulated reserve for full-time twelve month Employees, and ten days plus the accumulated reserve for full-time ten-month Employees.

12:3.2 Any Employee who is appointed after the opening of school shall be credited with sick leave at one day per month for the balance of that school year.

12:3.3 Absences on sick leave shall be charged first to the annual allowance of any Employee, until it is fully utilized, and thereafter to the accumulated reserve.

12:4 When an Employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board.

12:5 In case of sick leave claims, the Employer may require a physician's certificate to be filed with the Personnel Administrator in order to obtain sick leave.

12:6 No Employee shall lose an accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the Employee accumulate any additional days of allowance during a Board approved leave of absence.

12:7 Should an Employee avail himself of the leave benefits in this Article without just cause, such action shall be grounds for dismissal.

12:8 Should an Employee be quarantined, not because of personal illness, but as a result of illness within the Employee's immediate household, the Employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Personnel Administrator. When the quarantine is because of personal illness, the Employee shall be charged with sick leave time.

12:9 Sick leave shall be defined as any absence due to illness or injury, including visits to doctors, dentists and other medical practitioners for the purpose of examinations and/or treatment. Every effort will be made by Employees to schedule medical or dental appointments outside of their scheduled workday.

12:10 Teamsters Local No. 11 members who retire under the provisions of P.E.R.S. after completing a minimum of fifteen years in Middletown Township shall receive reimbursement for unused sick leave at the rate of \$55.00 per day, to a maximum of \$5,500.

12:11 Sick Leave Bank. Effective July 1, 2018, the parties agree to establish the use of sick leave banks consistent with the following parameter:

1. Individual banks will apply to Maintenance Mechanics and Facilities Workers, with donations limited to 10 days from one Employee to an individual's sick day bank per school year. Days to be donated to the bank shall be limited to the time period specified in the sick Employee's doctor note (or notes if applicable), or, if no date is specified by the doctor, then 60 calendar days will be approved.
2. Members who exhaust their sick days, or will do so within a period of forty-five (45) days due to a personal chronic or catastrophic physical or emotional illness, may make a request, via Local 11, that the Board of Education permit the establishment of a

sick leave bank for their benefit. The sick bank does not to extend to cases of muscular, skeletal, or other mechanical conditions, injuries, or dysfunctions. Such a request must be accompanied by documentary proof of illness from which the affected member is suffering.

3. The Board shall consider each request on a case-by-case basis, and the approval or denial of an application for a sick leave bank shall have no binding effect on the consideration of future requests. If the request is approved, individuals who are employed in Maintenance Mechanics and Facilities Workers may donate a number of their own accumulated sick leave to the affected member on a form prepared and approved jointly by Local 11 and the Board. A member may donate any number of days, provided that only whole days may be donated. Multiple donations of days by the same member are permitted.

4. Donations of sick leave will be sent to the Personnel Office, with a copy to Local 11. The Personnel Office will date stamp each donation, and the donated days will be deducted from the accumulated sick leave bank of the donating Employee.

5. The Personnel Office will credit all donated days to the Employee for whom the bank has been approved in a separate category from regular sick days. The days will be limited to the number of days set forth in Paragraph 1 above. Once an Employee is cleared to return to work or is otherwise no longer within the approved sick day bank period, any additional donated days shall be returned to their donors on a last in-first out basis. All such days shall be available for use as sick days, but shall not be available for payment upon separation from service. An Employee for whom a sick leave bank is approved must use all of his/her own sick leave, including newly conferred leave, prior to using any donated days.

12:12 The value, in terms of both hours and payment, of a sick day for a part-time Employee shall be pro-rated based upon the percentage of forty (40) hours per week for which the Employee is assigned.

### ARTICLE 13 ABSENCE FOR PERSONAL REASONS

13: 1 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 Facilities, or his designee, shall be made at least one day (24 hours) before such leave. The applicant shall not be required to state the reason for requesting such leave. It is understood that rejection by the Employer shall be subject to Article 18, Grievance Procedure. However, the Employer may request that the Employee, if possible, schedule such personal absence at an alternative time, if operational needs make such request necessary.

13:2 Absence due to death in the Employee's immediate family shall be allowed, with pay, for a period not to exceed five work days in each such case. Immediate family is defined as mother, father, civil union partner, grandparents, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, sister, brother, husband or wife, sister-in-law or brother-in-law. Immediate family will also include any member of the family living in the same household. Such leave shall be continuous, not counting weekend days, and shall commence within a two (2) week period of the funeral at the

discretion of the Superintendent or designee. Employees may also be granted one day's absence in the event of the death of a relative of the Employee outside the Employee's immediate family as defined herein, at the discretion of the Central Administration,

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 the death). Weekends do not count as any of the five (5) school days of bereavement leave.

13:3 If an emergency, such as flooding, severe weather conditions or some other act of God, prevents an Employee from arriving at his/her assigned school, said Employee shall follow the prescribed procedure for reporting an absence as soon as possible. The Employee shall then report to the school located nearest his/her residence for duty. The absence resulting from such an emergency shall not be charged to the Employee as a personal day of absence. However, such absence shall be subject to the approval of the Superintendent, and the Superintendent's decision to approve or disapprove this emergency request is within the Superintendent's sole discretion, provided his decision is neither arbitrary nor capricious.

13:4 Unused personal days shall be added to the Employee's accumulated sick leave at the end of each year.

13:5 All unit members shall be entitled to Family Leave consistent with State and federal law and Board Policy 4431.1.

13:6 Unit members may request and shall be granted maternity leave without pay. Application for said leave shall be made in accordance with the form mutually agreed to by the Board and the Union. In no case shall a maternity leave be granted for a period beyond the term of the current individual employment agreement of the affected Employee. All maternity leaves will be granted in accordance with applicable federal and state law.

#### ARTICLE 14 ABSENCE FOR COURT APPEARANCE OR JURY DUTY

14:1 Absences from work by reason of a subpoena, summons, or court order issued by any court of competent jurisdiction shall be allowed, with full pay, provided the subpoena, summons, or order is recorded with the Personnel Administrator, and the court action

arises out of or in the course of the Employee's employment, but the Employee who is being subpoenaed, summonsed, or ordered is not the party instituting the litigation against the district or Board. Absences from work in another legal proceeding by reason of subpoena, summons, or court order issued by a court of competent jurisdiction as long as the Employee is not a party to the suit. This provision shall not apply to absences resulting from any Employee's processing of his personal Worker's Compensation Claims. Such absences shall be without pay.

14:2 Should an Employee be a party to a suit, absence from school in that connection shall be without pay.

14:3 Should an Employee be required to serve on jury duty, the Personnel Administrator shall be notified and said Employee shall suffer no loss of pay or time while so serving.

## ARTICLE 15 UNION RIGHTS AND PRIVILEGES

15:1 In response to reasonable requests, the Employer agrees to furnish available public information to the Union or its representatives.

15:2 With the approval of the Personnel Administrator, whenever any representative of the Union, or any Custodian or Maintenance Employee, participates during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three days.

15:3 The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Personnel Administrator or his/her designee.

15:4 The Union shall have the right to use the school mail facilities, providing it obtains authorization from the Personnel Administrator and such use does not conflict with the normal school mail operations. A copy of such mail shall be filed with the Personnel Administrator prior to being placed in the school mail facilities.

15:5 Union officials, or any of their authorized representatives, shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. Except in cases of emergency, all visits to any school building by the Union officials assigned to that building shall be conducted pursuant to the applicable Board Policies and Regulations regarding visits to the schools. Except in cases of emergency, all such meetings shall take place outside of regular school hours, and no unit member shall be absent him/herself from his/her assigned duties to participate in such meetings. The Union officials, or their representatives, shall notify the Employer upon their arrival in such cases.

ARTICLE 16  
VETERANS RIGHTS AND BENEFITS

The District shall comply with all Federal and State laws concerning veterans and veterans' rights.

ARTICLE 17  
DISCHARGE

There shall be no discharge of an Employee who has completed one year of service in the school district, except for just and sufficient cause. The Union shall be notified as to the reason for the discharge of any Employee at the time of such discharge. "Just and sufficient cause" shall mean documented facts setting forth and deficiencies or improper actions of the Employee, including statements by fellow Employees, supervisors and other interested parties.

ARTICLE 18  
GRIEVANCE PROCEDURE AND ARBITRATION

The purpose of this Article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

18:1 Definitions:

18:1.1 Grievance: A grievance shall mean a complaint based upon a wrong believed by an Employee, in the negotiating unit, to have been suffered by the Employee as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement. Further, a grievance shall mean a wrong believed by an Employee to have been suffered by the Employee as a result of the implementation of a practice or administrative regulation or ruling governing or affecting Employees except that the term of grievance shall not apply to any matter which according to the law is exclusively within the discretion of the Board. Nothing in the above definition of the word grievance shall preclude more than one Employee from joining with other Employees in the presentation of a single grievance, provided the alleged grievance arises out of facts similar in substance and circumstances and each Employee joining in the presentation of a single grievance is similarly affected.

18:1.2 Grievant: Grievant shall mean an Employee believing to have or to be grieved, or the Union in those instances provided for in Section 18:2.6. Should the Union grieve on behalf on an individual grievant, the latter must comply with the provisions of Section 18:2.6.

18:1.3 Employee: An Employee shall mean an employee within the negotiating unit.

18:1.4 Immediate Superior: Immediate Superior in a school building shall mean the Head Custodian, Principal, Supervisor of Plant Operations and Maintenance or Director of Buildings and Grounds, as applicable.

18:1.5 Supervisor of Plant Operations and Maintenance: A district employee duly appointed by the Board of Education to train, supervise, and generally oversee the custodial functions of the school district.

18:1.6 Director of Facilities: The district employee hired by the Board of Education to supervise the custodial, maintenance operations and grounds maintenance of the school district.

## 18:2 Principles:

18:2.1 A grievance, to be considered under this procedure, shall be presented by the grievant or his representative not later than ten calendar days following its occurrence. The number of days allotted at each step of the grievance is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible.

18:2.2 A grievant may present and process the grievance personally through the Union. Should a grievant want to process the grievance personally, the Employee may do so; however, the Union shall be so notified and shall have the right to have its own representative present.

18:2.3 No reprisals shall be taken by the Board or Administration against any Employee because they utilize the grievance procedure.

18:2.4 Should a grievance result from actions other than those of the immediate superior, (i.e., the Personnel Administrator, the Superintendent and/or the Board) a grievant may present his grievance initially at the second step of the grievance procedure.

18:2.5 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

18:2.6 If the alleged violation of the Agreement is attributable to concerted action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or to the office of the Superintendent, or to the Board directly, then the Union shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violations.

18:2.7 The Union's right to grieve provides for the enforcement and administration of its Agreement with the Board and does not intend violation of its individual's rights under law.

## 18:3 Procedures:

### 18:3.1 Step 1

18:3.1a A grievant shall initially discuss the matter, identified as a grievance, with his immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section 18:2.1.

18:3.1b A grievant may file a grievance in writing by presenting the written grievance to his immediate superior and forwarding copies to the Personnel Administrator.

18:3.1c The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven calendar days following the date on which it was filed.

18:3.1d The immediate superior shall communicate the decision in writing to the grievant not later than seven calendar days following their meeting. A copy of the decision shall also be forwarded at the same time to the Personnel Administrator.

#### 18:3.2 Step 2

18:3.2a If the grievance has not been resolved to the satisfaction of the grievant or the Union or if no decision has been rendered in the specified timeframe at Step 1 of the procedure, the grievant may request a meeting with the Board. If the grievant requests a meeting with the Board, the request shall be made not later than seven calendar days following the superior's decision or the expiration of the specified timeframe for the immediate superior to render his/her decision, if no decision was rendered at Step 1.

18:3.2b The grievant and the Board or its designee shall meet in an attempt to resolve the grievance not later than seven calendar days following the date on which the meeting was requested.

18:3.2c The Board or its designee shall communicate the decision in writing to the grievant not later than seven calendar days following their meeting.

#### 18:4 Request for Arbitration:

18:4.1 Should the Union be dissatisfied with the decision on the grievance tendered by the Board, and if it involved the interpretation or application of any provision of this Agreement, it may refer the grievance to binding arbitration by written dated notice to the Board, not later than fourteen calendar days following the rendering of the Board's decision or the expiration of the specified timeframe for the Board or designee to render the decision, if no decision was rendered at Step 2.

18:4.2 Within fourteen calendar days following the reference to arbitration, either party shall have the right to apply to P.E.R.C. to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by P.E.R.C.

18:4.3 A grievance arising under any provision of this agreement, involving Board policy, practice or administrative decision, may be submitted to arbitration for the sole purpose of determining whether the Board's policy, practice, or administrative decision was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse discretion.

18:4.4 The arbitrator shall issue his decision not later than thirty calendar days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decisions:

18:4.4a Contrary to, or inconsistent with, or modifying or varying in any way, terms of agreement, or of applicable laws or rules or regulation having the force and effect of law.

18:4.4b Involving Board policy or practice under the provisions of this Agreement, or under the applicable law except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its intent under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

18:4.4c Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

18:4.5 The arbitrator's fee will be shared equally by the parties to the dispute.

18:4.6 The filing or pendency of any grievance under the provisions of this Article or Article 2 shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the decision of the arbitrator.

18:4.7 Any grievance pending as of the date of the ratification of the 2022-2025 agreement shall be withdrawn with prejudice.

## ARTICLE 19

### MISCELLANEOUS PROVISIONS

19: 1 No Employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

19:2 Employees shall be granted two ten-minute coffee breaks per eight-hour shift without loss of pay.

19:3 The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it, and a removal date. Such notices shall be posted on a bulletin board proximate to the location in each building where Employees time sheets or time clocks are located.

19:4 All Employees will be reimbursed a uniform allowance of \$750.00 for each school year. The dress code is applicable at all times when unit members are on duty (during the day or night shift). It is the intention of the Code to establish a uniform manner of dress for all Teamsters – Facilities Employees. Employees will purchase shirts designated by the Employer, as needed. For all other clothing, Employees shall be allowed to wear either Carhartt or Dickies brand. The Code is meant to promote respect and a neat appearance of all Employees working within the school building and on school property. It is expected that each Employee will cooperate in adhering to the Code. The parties acknowledge that the Facilities Supervisors shall have the right to require compliance with the Code, including the replacement of obviously over-worn or damaged items, and that any failure to comply with such direction will result in discipline and possible forfeiture of reimbursement.

19:5 In the absence of emergency conditions, Employees not included in the negotiation unit shall not be permitted to perform the duties of Employees in the aforesaid negotiation unit. This provision shall not apply to work/study students, community service workers, or substitutes.

19:6 No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

19:7 Credit for related prior experience for guide placement shall be at the sole discretion of the Board or its designee. However, once initial placement is made, the Employee will move sequentially on the salary guide unless his increment and/or raise is withheld for cause.

19:8 Evaluations shall be made at least twice per year by supervisory Employees during the probationary period of unit members. Twice yearly evaluations shall be made by supervisory employees of all post-probationary unit members. Copies of the evaluations will be given to the Employee being evaluated, the Building Principal, and the Superintendent or his/her designee. For purposes of this section, "supervisory employee" shall mean custodial supervisors and/or the Building Principal. The Building Principal shall have the opportunity for input onto evaluations of unit members being performed by custodial supervisors.

## ARTICLE 20 INSURANCE

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.

20:1 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 A.

20:2 Dental: Unit members will maintain their current dental benefits or equivalent benefits. The maximum annual contribution by the Board through their carrier to any member's dental costs shall be increased to \$2,000, effective July 1, 2019, for each school year

20:3 The aforementioned insurance coverage shall become effective for new Employees as soon as possible, in accordance with the terms of the respective policies. The employer shall make its share of the premium payment of insurance premiums for new Employees commencing in the month that the new Employee is eligible for said coverage under the terms of the master insurance contract.

20:4 The Employer agrees to participate in the Northern New Jersey Teamsters Scholarship Plan three cents (.03) per hour for each hour paid to each covered Employee, up to a maximum of 2,080 hours. The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Scholarship Plan together with Employer contributions, as are required herein, and to so on or before fifteen (15) days following the end of the month for which the payment is being made. The Employer further agrees that should they fail to pay their contributions to the Scholarship Plan on or before the fifteen (15) days mentioned above, the Employer shall pay a penalty for each additional month or part of a month for which the Employer fails to pay the contributions at the rate of twelve percent (12%) per annum.

The Employer further agrees that contributions received later than thirty (30) days following the end of the month for which the payment is being made, shall be credited to the month immediately preceding the month in which the payment is received.

The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a Reserve Fund, and to establish additional benefits that are authorized by law. No Employer or Employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said funds.

20:5 The Board of Education agrees to administer a payroll deduction plan for a disability insurance program selected by the Union.

## ARTICLE 21 STRIKES AND LOCKOUTS

21:1 It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout for any cause whatsoever during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

21:2 In the event of a wildcat strike, cessation of work, slowdown or interference of any kind

with normal operations, the Union agrees to promptly use its good offices to remedy the conditions.

ARTICLE 22  
SALARIES

22:1 The salaries of unit members shall be governed by the following terms, subject to the Board's right to withhold individual Employees' salary increments pursuant to law:

| 2021 Base Salary            | 2022 Salary Adjustment            |
|-----------------------------|-----------------------------------|
| <b>Facilities Worker</b>    |                                   |
| \$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                           |
| <b>Maintenance Mechanic</b> |                                   |
| \$40,000-\$44,999           | \$47,000 (minimum pay adjustment) |
| \$45,000-\$59,999           | \$3,500                           |
| \$60,000 and above          | \$3,000                           |

7/1/23            3.0%  
7/1/24            3.0%

Part-time Employees' salaries shall be determined by pro-rating the appropriate salary by the percentage of forty (40) hours for which the Employee is assigned.

22:2 Special contracts are set forth in Schedule "B" attached.

22:3 If the holder of a special contract is absent more than ten working days by reason of illness or disability, the Employee acting head will be paid the special contract amount, retroactive from the first day of the absence. The regular Employee shall not be entitled to payment of such stipends for days during an absence of more than ten (10) working days.

22:4 Based on satisfactory performance recommendation from the Director of Facilities, a Facilities Worker may be reclassified to the position of

Maintenance Mechanic. Such reclassification shall never form the basis for a grievance by any Employee denied such reclassification.

22:5 In the event that unit members are promoted from one category to another during the life of this Agreement, their base salaries shall be increased by at least the following minimum amounts:

|                                                |         |
|------------------------------------------------|---------|
| From Facilities Worker to Maintenance Mechanic | \$2,200 |
|------------------------------------------------|---------|

The Board reserves the right to offer a higher dollar amount for promotions.

#### ARTICLE 23 SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any order of any administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**SCHEDULE B  
SPECIAL CONTRACTS  
STIPENDS FOR 2022-2025**

| <b>Position</b>                                                             | <b>2022-2025</b> |
|-----------------------------------------------------------------------------|------------------|
| <b>CHIEF DAY CUSTODIAN</b>                                                  |                  |
| Harmony, Nut Swamp, New Monmouth, Bayview                                   | \$5,200          |
| Fairview, Lincroft, M. Village, Ocean Ave., Leonardo, River Plaza, Navesink | \$4,800          |
| <b>CHIEF DAY AND NIGHT CUSTODIANS</b>                                       |                  |
| High Schools                                                                | \$10,000         |
| Middle Schools                                                              | \$7,500          |
|                                                                             |                  |
| <b>OTHER</b>                                                                |                  |
| Chief Maintenance                                                           | \$5,255          |
| Chief Groundskeener                                                         | \$3,494          |
| Chief of Shipping and Receiving                                             | \$5,255          |
| Team Electrician                                                            | \$2,249          |
| Team HVAC                                                                   | \$2,249          |
| Team Plumber                                                                | \$2,249          |
| Night Differential                                                          | \$926            |
| Black Seal License                                                          | \$1,199          |
| Pesticide License                                                           | \$2,249          |
| Asbestos License                                                            | \$2,249          |
| Team HVAC License                                                           | \$2,249          |
| Team Plumber License                                                        | \$2,249          |
| Locksmith                                                                   | \$2,249          |
| Alarm Tech                                                                  | \$2,409          |
| Contractor License Stipend                                                  | \$12,240         |

The Contractor License Stipend shall be available to members who hold one or more of the following trade licenses in current status:

1. Electrical Contractor License – issued by NJ Division of Consumer Affairs – State Board of Examiners of Electrical Contractors.
2. Master Plumber License – issued by NJ Division of Consumer Affairs – State Board of Examiners of Master Plumbers
3. Master HVAC Contractor License – issued by NJ Division of Consumer Affairs – State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration Contractors.

Each member shall be limited to one (1) Contractor License Stipend annually. An Employee holding two or more licenses will receive a Contractor License Stipend for only one (1) license. The stipend will be prorated for members who begin employment after July

1<sup>st</sup> of each year or for those who obtain their license after July 1<sup>st</sup> of each year.

Part-time Employees' stipends shall be determined by pro-rating the appropriate salary by the percentage of forty (40) hours for which the Employee is assigned.

\*Notes regarding Black Seal Boiler Licensure:

Effective July 1, 2010, all new Employees are required to obtain Black Seal Boiler licenses within one (1) year of their date of hire, and to maintain that license, as conditions of continued employment. All current Employees possessing a Black Seal boiler license as of June 30, 2010 are required to maintain that license as a condition of continued employment. Separate boiler stipend should be payable in separate equal checks in the first week of December and the first week of June.

The Board will pay for Black Seal Boiler license re-certifications, not to exceed a total cost of one hundred dollars (\$100.00) for each three-year re-certification per Employee, for all licensed Employees. The Board will reimburse new Employees who obtain their Black Seal boiler license during the first year of employment with the district or current Employees who do not currently have their Black Seal boiler license and obtain their license for the cost of the course up to a maximum of \$600.00 upon proof of successful completion of the course. If an Employee's employment with the Board is terminated or the Employee resigns within three (3) years of obtaining their Black Seal boiler license, the Employee will be responsible to reimburse the Board for the full amount of the reimbursement received from the Board for the successful completion of the course.

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025; and

IN WITNESS WHEREOF, on this \_\_\_\_ day of \_\_\_\_, 2022, the parties hereto set their hands and seals by their duly authorized representatives.

**MIDDLETOWN TOWNSHIP BOARD  
OF EDUCATION**

**LOCAL UNION 11, affiliated with  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

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Date

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Date

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