

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWNSHIP OF UNION BOARD OF EDUCATION  
AND  
THE ASSOCIATION OF CUSTODIAL MAINTENANCE & TRANSPORTATION  
EMPLOYEES**

This Memorandum of Understanding (“MOU”) is made on this 18th day of JULY, 2022, by and between the parties, the Township of Union Board of Education (“Board”) and the Association of Custodial Maintenance & Transportation Employees (“Association”). The parties have agreed to the therein changes of the Collective Bargaining Agreement (“Agreement”). All terms and conditions herein shall modify the existing Agreement. Except as this MOU shall otherwise provide, all provisions of the Agreement shall remain in full force and effect and shall be incorporated into the successor agreement.

The parties acknowledge these terms and conditions are subject to ratification by the membership of the Association and the Board, and shall not be binding upon the parties until ratification by the Association and the Board. The parties acknowledge that all contract terms not expressly set forth herein as agreed-upon shall remain consistent with the CBA covering the term of July 1, 2019 through June 30, 2022.

The parties hereby agree as follows:

**Table of Contents**

The parties agree to create a Table of Contents to place on the second page of the new CBA.

**Contract Duration**

Four (4) year agreement covering the period between July 1, 2022 and June 30, 2026.

**Article VII, Wages/Evaluation**

The following provisions of Article VII, Wages/Evaluation, shall be amended to read as follows:

- 7.01           Salary increases:
- 2022-2023: 3.7% Increase
  - 2023-2024: 3.7% Increase
  - 2024-2025: 3.5% Increase
  - 2025-2026: 3.5% Increase

**New Hires as of July 1, 2021, must make contributions in accordance with Chapter 44 of the Laws of New Jersey.**

~~7.05.3 Promotional placement on the new appropriate salary guide shall follow the same procedure as described in 7.05.1 and 7.05.2 of this Article.~~

### **Article VIII, Vacations and Holidays**

The following provisions of Article VIII, Vacations and Holidays, shall be amended to read as follows:

- 8.01 Vacation Schedule – Association Members shall be allowed one (1) vacation day for each month employed from the date of employment to July 1st, with a maximum of ten (10) days. After the first year, the schedule will be as follows:
- Less than seven (7) years by July 1st – ten (10) working days.
  - Seven (7) years or more and less than fifteen (15) years by July 1st – fifteen (15) working days.
  - Fifteen (15) years or more and less than nineteen (19) years by July 1st – twenty (20) working days.
  - Nineteen (19) years or more by July 1st – twenty-three (23) working days.
- 8.03 Refusal to grant vacation time off for a specific time and/or date shall not be subject to the grievance procedure.

### **Article IX, Absences from Duty**

The following provisions of Article IX, Absences from Duty, shall be amended to read as follows:

- 9.07 In each school year, an Association Member shall be granted upon request up to five (5) days absence in seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of the spouse, without loss of salary. These days shall not be accumulated from year to year. The term “immediate” shall be construed to mean wife, husband, domestic partners, civil unions, children, parents, brothers, sisters, aunts, uncles, nieces, nephews, grandparents, grandchildren, and all equivalent in-laws.

**PERSONAL DAYS – Remove list of all reasons for which personal leave can be taken. These are “no reason” days.**

**Separate the two sections:**

- 9.14.2 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling medical condition and when it began and ended. Such examination will be conducted by a physician selected by the

Association Member from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at Board expense. In the event of a disagreement, as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the Association Member shall agree upon a third doctor, shall examine and evaluate the Association Member to determine whether there was a disability and the time it began and ended. The opinion of the third physician shall be binding on the parties.

9.14.3 In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.

9.15.1 An Association Member may request leave for child-rearing purposes for the balance of the school year (ending on June 30) in which the Association Member, or spouse of such Association Member, gives birth to a child, subject to the discretion of the Superintendent and approval by the Board of Education.

### Article X, Fringe Benefits

The following provisions of Article X, Fringe Benefits, shall be amended to read as follows:

10.1 The Board shall provide the expense of health benefits insurance. The applicable insurance (single, parent-child, husband-wife, family) referred to in this paragraph, shall be available to all employees, where applicable, who are represented by the Association except employees on leaves of absence without pay, who may continue such coverage at their own expense.

10.01.1 All employees shall contribute to the cost of their health insurance in accordance with Chapter 78 or Chapter 44, whichever is applicable.

10.01.3 The Board shall provide dental insurance coverage. Descriptive brochures of the coverage are to be provided for employees by the insurance carrier or plan administrator and will be available for distribution when received by the Board. Effective June 30, 2012, and thereafter, benefit levels shall be substantially similar to the existing plans if and when the Board changes carriers.

~~10.01.6 The Association shall have the right to reject the selection of a new health or dental benefits insurance provider for any of the reasons set forth in Article X. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article IV.~~

~~10.01.7 Prior agreements and resolutions of disputes reached between the Association or its agents and the Board or its agents shall remain in effect.~~

~~10.01.8 Effective June 30, 2012, and thereafter, all new employees shall be entitled to Direct 15 or one of the SEHBP PPO plans at no cost to the employee. The employees who desire the Direct 10 plan may, at their option, pay the difference between Direct 15 and Direct 10.~~

10.02 The Board shall provide four (4) sets of work clothes per association member on the payroll as of July 1 of each year. Said work clothes shall consist of four (4) trousers, four (4) shirts, and four (4) tee shirts. A show allowance of \$400 per person with a term/bank of four (4) years shall be reimbursed to each member upon submission of an appropriate receipt, provided the shoes purchased are designed as a safe work shoe. One (1) spring/fall jacket

shall be purchased by the Board of Education as part of the employee uniform during the term of this contract. The spring/fall jacket shall be approved by the Chief School Administrator (CSA) or his/her designee. In addition, winter jackets may be replaced, as needed, at the discretion of the Chief School Administrator (CSA) or his/her designee. No substitution of work clothes. Prorated based on the number of years approved in the new agreement.

10.05.1 New employees hired to the bargaining unit after this agreement must be enrolled in either the New Jersey Educators Health Plan or the Garden State Plan.

~~10.05.2 After the date of ratification, or as soon thereafter as is reasonably possible, the Doctor's office co-pay shall change to \$15.00 Horizon DA15 for all employees that were hired before the ratification of July 1, 2015, Agreement.~~

### Article XI

Article XI, Job Descriptions and Duties, shall be moved to the end of the Agreement as Appendix A, and all subsequent articles shall be renumbered accordingly.

### SIDEBAR AGREEMENTS

“Sidebar Agreements” shall be amended to read as follows:

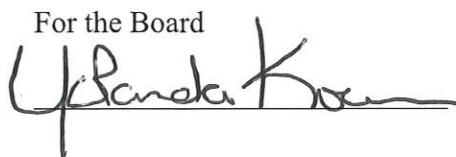
1. When a State of Emergency is declared by the Governor for a weather-related emergency and the school district is closed but Association members are required to report to work, such Association members shall be compensated an additional vacation day in accordance with Article VIII.

Delete all other provisions in “Sidebar Agreements”

### EXHIBIT A

Delete Exhibit A and renumber the current Exhibit A1 as “Exhibit A.”

IN WITNESS THEREOF, the parties have executed this MOU as of the day and year first written above.

For the Board  


For the Association  
