

A G R E E M E N T

Between

**MONMOUTH REGIONAL HIGH SCHOOL MAINTENANCE
AND OPERATIONS PERSONNEL STAFF**

AND

MONMOUTH REGIONAL HIGH SCHOOL BOARD OF EDUCATION

2019-20

2020-21

2021-22

2022-23

2023-24

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P R E A M B L E

THIS AGREEMENT entered into this 1st day of JULY 2019 by and between the MONMOUTH REGIONAL HIGH SCHOOL BOARD OF EDUCATION, in the County of Monmouth, New Jersey, hereinafter called "BOARD", and MONMOUTH REGIONAL HIGH SCHOOL MAINTENANCE AND OPERATIONS PERSONNEL STAFF, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all bargainable issues between the BOARD and the ASSOCIATION. The parties hereto agree as follows:

ARTICLE I

RECOGNITION

The BOARD hereby recognizes the ASSOCIATION as the exclusive representative for the purpose of collective negotiations pursuant to Chapter 123, Laws of 1974 for the following categories of personnel: maintenance, grounds, matrons, custodians. All other employees currently employed or to be employed in other categories in the future shall be excluded from the bargaining unit set forth herein.

ARTICLE II

BOARD'S RIGHT'S

- A. The BOARD on its behalf and on behalf of the citizens encompassed by its jurisdiction, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the United States, including, but without limiting, the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer employees;
 - 3. To evaluate the performance of the employees contained in this unit as many times as deemed necessary and advisable by the BOARD.
 - 4. To determine schedules, the hours and the duties, responsibilities and assignments of employees with respect thereto and non-teaching activities and the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the BOARD, the adoption of policies, rules regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and the decisions of the Commissioner of Education.

- C. Nothing contained herein shall be construed to deny or restrict the BOARD of its rights, responsibilities and authority under N.J.S.A. 18A: 1-1 et seq. school laws of New Jersey or any of the National, State, County, District or other local laws or regulations as they pertain to education.

ARTICLE III

STAFF RIGHTS AND PRIVILEGES

- A. Whenever any representative of the staff or any employee is mutually scheduled by the parties to participate during working hours in negotiations, he shall suffer no loss in pay.

- B. The rights and privileges of the staff and its representatives as set forth in this Agreement shall be granted only to the ASSOCIATION as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE IV

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations for a successor agreement in accordance with N.J.S.A. 34: 13A-1 et. seq., as amended, Chapter 123 Public Laws of 1974, in a good faith effort to reach an agreement on the matters covered therein provided the ASSOCIATION continues as the exclusive representative during the next succeeding years.

- B. The BOARD agrees not to negotiate regarding terms and conditions of employment of covered employees other than with the certified bargaining agent during the term of this Agreement. This Agreement shall not be construed as precluding the parties hereto as mutually amending this Agreement in writing. This Agreement incorporates the complete and final understanding of the parties as to all negotiable issues between them for the duration of the Agreement.

- C. Subject to the provisions herein stated, the parties shall commence negotiations in accordance with the applicable laws and regulations of the State of New Jersey.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of the procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this - Agreement and to resolve grievances as quickly as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with the building and ground supervisor and having the grievance adjusted without the intervention of the ASSOCIATION.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of the terms and conditions of this Agreement, Board policies and administrative decisions affecting terms and conditions of employment, and may be raised by an individual, ASSOCIATION, or the BOARD.

C. Steps of the Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One - An aggrieved employee shall institute action under the provisions hereunder within ten (10) days after the occurrence of the event being grieved by discussing the grievance with the building and ground supervisor or his designee. The building and ground supervisor shall render a decision within five (5) days after receipt of a grievance.
2. Step Two- If the grievance is not settled through Step One, it shall be reduced to writing by the ASSOCIATION and submitted to the Business Administrator or his designee within five (5) working days following the determination by the building and ground supervisor. The Business Administrator or his designee shall render a decision in writing within fifteen (15) working days from the receipt of the grievance.
3. Step Three - If the grievance is not settled through Step One and Two, it shall be reduced to writing by the ASSOCIATION and submitted to the Superintendent of Schools or his designee within five (5) working days following the determination by the Business Administrator. The Superintendent of Schools or his designee shall render a decision in writing within fifteen (15) working days from the receipt of the grievance.
4. Step Four - If the grievance is not settled through Steps One, Two and Three, the grievance shall within ten (10) working days of the determination by the Superintendent of Schools, appeal his decision to the BOARD OF EDUCATION. The BOARD OF EDUCATION shall within thirty (30) days after submission of the grievance to it, submit an answer in writing setting forth their determination with respect thereto.

ARTICLE VI

EMPLOYEE RIGHTS AND PRIVILEGES

- A. There shall be no discrimination, interference, restraint, or coercion by the BOARD or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the ASSOCIATION or because of any lawful activity by such employees on behalf of the ASSOCIATION. The ASSOCIATION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement or not members of the ASSOCIATION by reason of their refusal to join.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be in addition to those provided elsewhere.
- C. Employees shall not be disciplined without just cause.
- D. Employees may wear lapel pins or other similar identification of membership in the ASSOCIATION or its affiliates. Such insignia, however, shall be a reasonable size and shall note only identification of membership.
- E. Whenever any employee is required to appear before the Superintendent, BOARD or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the ASSOCIATION present to advise him and represent him during such meeting or interview.
- F. Each employee shall have the right to review his personnel file with a representative of his choice upon twenty-four (24) hour notice to the Superintendent or his designee, and shall have the opportunity to respond to and/or rebut adverse evaluations and have such entered into the file.
- G. After three (3) years of uninterrupted continuous service, each employee shall be appointed to an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public laws of 1960 (18A:17-3 and 18A4:17-4).
- H. Credit for prior experience may be awarded by the Superintendent upon initial employment or subsequent reemployment following a year's separation from the district. Credit for prior experience determines the entry level in the salary guide. Not more than six (6) years may be credited for previous work experience.

ARTICLE VII

WORK YEAR

- A. The work year shall consist of forty (40) hours per week, fifty-two (52) weeks per year from July first through June thirtieth unless otherwise noted in this Agreement.
- B. The workday shall consist of eight (8) hours including forty minutes (40) for lunch.
- C. All employees shall be scheduled to work a regular forty (40) hour work shift with a regular starting and quitting time. A change of shift schedules shall be effective only after twenty-four (24) hour notice by posting except in case of emergency.
- D. Summer Flex Schedule- When staff is working on a four (4) day work week flex schedule, the maintenance and custodial staff will work 9 and ½ hour shifts each day.

ARTICLE VIII

HOLIDAYS

- A. All employees covered hereunder shall be entitled to thirteen (13) paid holidays during school year. The thirteen (13) paid holidays are as follows:

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King, Jr.'s Birthday

Washington's Birthday

Memorial Day

July 4th

Labor Day

Veteran's Day

Good Friday

Columbus Day, and one (1) additional holiday with deference to Lincoln's Birthday, provided that Lincoln's Birthday does not conflict with the School Calendar as adopted by the Board of Education.

If Lincoln's Birthday is not available as the additional holiday, the Association will have an opportunity to consult with the Superintendent prior to the assignment of the additional holiday. In any event, the Superintendent's decision shall be final.

Should any holiday listed above not be a holiday in the School Calendar, the Association will be given the opportunity to consult with the Superintendent prior to the assignment of a substitute day. In any event, the Superintendent's decision shall be final. The 13th holiday to be granted at the discretion of the Superintendent of Schools on an individual basis.

Day after Christmas: If twelve month employees on staff are off on December 26th, then Maintenance/Custodial employees will also have off. Those that are required to work that day will receive holiday overtime (double time) with approval of Supervisor.

Day after EASTER: If twelve month employees on staff are off on that day and school is closed, then Maintenance/Custodial employees will also have off. Those that are required to work that day will receive holiday overtime (double time) with approval of Supervisor.

Yom Kippur and Rosh Hashanah:

Add two days for Yom Kippur and Rosh Hashanah when school is closed for the students and staff. If the building needs to be opened, the MOPS staff member covering the day will receive comp time at straight time.

Birthday

Members of the bargaining unit will receive the work day closest to their birthday as a paid holiday.

Eve of Holiday

If the district is closed or closes early on the eve of a holiday (Christmas Eve, New Year's Eve), Maintenance/Custodial employees will be paid time and ½ if they work past the normal work day on those dates with approval of supervisor.

ARTICLE IX

VACATIONS

A. Employees covered by this Agreement before December 31st shall receive the full vacation allowance for that year. Those employed between January first and June thirtieth will receive vacation pro rated at the rate of one (1) day per month, but not to exceed five (5) days which cannot be taken prior to July first of the following year.

B. Thereafter, vacation shall be as follows:

1. After the first year and through the fourth year, two weeks (ten working days).

a. From five to seven years, three weeks (fifteen working days).

b. After seven years, one month (twenty-two working days).

C. Vacations cannot be taken on the following dates:

- August 15th and the five business days beforehand
- The last week of August

In the event of an emergency, prior approval must be given by the immediate supervisor, School Business Administrator, and Superintendent at their discretion.

ARTICLE X

SICK LEAVE

- A. All employees employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report to duty or not on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave is for bona fide illness and must not be abused. A doctor's certificate may be required.
- B. Employees shall be given a written accounting of accumulated sick leave days not later than July fifteenth of each school year.
- C. Effective July 1, 2014, the BOARD shall provide for the payment of accumulated sick leave for individuals who retire at the rate of Seventy Dollar (\$70) for each day of unused accumulated sick leave up to a maximum of one hundred and fifty days (150) of said accumulated unused sick leave. The maximum cost to the BOARD per employee shall not exceed ten thousand five hundred dollars (\$10,500).

ARTICLE XI

OVERTIME

- A. Payment for overtime shall be at the rate of time and one-half where such overtime exceeds forty (40) hours actually worked in one (1) week. The work week for purposes of the computation commences on Monday.
- B. During snow removal period, personnel will work as assigned. Payment for snow removal work shall be at Double Time rate for each hour of snow removal work whether or not such hours are in excess of the regular forty (40) hours or not. This Double Time provision will apply only when school is closed. When school is not closed due to snow, payment shall be at Time and One-half for hours spent on snow removal regardless of whether or not such hours are in excess of 40 hours. The administration reserves the right to select the number and names of staff members necessary for snow removal.
- C. An overtime option, which will give the employee the choice of pay at time and one-half for overtime worked or compensation time off at straight pay, will become effective in the 1977-78 school year. There will be established a benefit of granting an annual maximum of ten (10) days in compensatory time eighty (80) hours at eight (8) hours per day under the following conditions:
 - a. No partial days of compensation time will be granted.
 - b. Compensatory time must ordinarily be taken within one (1) month's time of the accrual by an employee of eight (8) hour minimum of overtime. The right to extend the time within which an employee may take earned compensatory time beyond one month is reserved to the Board of Education.
 - c. An employee must request a specific day or day's compensatory time from his supervisor at least one (1) week in advance when making such a request. He will be required to submit at least three (3) alternate days in order of preference. Employees may refer to supervisor's time sheets to determine the amount of overtime which they have accrued.
 - d. Compensatory time can be added to vacation time and to recognized holidays. No more than one (1) employee will be granted compensatory time on any given working day.
 - e. Compensatory time is non-accumulative and cannot be banked from year to year. Employees will be paid on the basis of time and one-half for all overtime not taken as compensatory time one (1) month after accrual, or at the end of the last month of the school year.
- D. Sunday and Holiday overtime shall be at the rate of Double Time when such overtime exceeds (40) hours actually worked in one (1) week. The work week for purposes of computation commences on Monday. Holidays shall be interpreted as those days listed in Article VIII Section A and approved on the official school calendar.
- E. Overtime Staffing. The Supervisor of Buildings and Grounds will make an effort to schedule no less than two staff members in the building at one time for projected work for safety reasons to ensure no individual is in the building working alone. The Board of Education reserves the right to schedule one person for non-project work, supervision of the building when the building is open for activities and at other times it is in the best interest of the Board to schedule only one individual.

ARTICLE XII

SALARIES

- A. The salary schedule of employees covered by this Agreement for the 2019/20, 2020/21, 2021/22, 2022/23, 2023/24 school years shall be as set forth in the Salary Guide Schedule which is attached hereto and made a part hereof.
- B. Employment or adjustment in increments or both may be withheld in whole or in part for inefficiency or other good cause in accordance with State Statute.
- C. Hourly rates shall be computed at one-twenty eighth (1/2080) of the annual salary, and the daily rate at one-two fortieth (1/240) of the annual salary.
- D. Maintenance Allowance Annual Clothing Stipend for the 2019 through 2024 school years shall be at a rate of \$500.00 per year.
- E. Evening head custodian annual stipend for years 2019-2024 will be two thousand five hundred dollars (\$2,500) per year.
- F. Perfect Attendance: Maintenance/Custodial employees will receive perfect attendance dollar amounts in accordance with the MREA contract article XVIII (e) of the MREA contract 2019-2024. The Maintenance/Custodial employees will receive equal to or better payments if a different agreement is reached with the MREA while the MOPS contract is still valid.
- G. Personal Days: Maintenance/Custodial employees will be entitled to convert unused personal days on June 30th of each year to sick days.
- H. All members will participate in direct deposit effective July 1, 2014.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. The BOARD OF EDUCATION hereby agrees to provide the following temporary leaves of absence:

1. Personal Leave - Up to three (3) days per- school year, two of which can be used on an emergency basis with approval of the Superintendent. The Superintendent's decision shall be final and nongrievable or arbitrable.

2. Bereavement Leave - In the event of a death in the immediate family of the employee, an allowance of up to five(5) days leave shall be granted. Immediate family for purposes of this Article shall be defined as father, mother, spouse, child, brother, sister or any other relative residing within the immediate household of the employee.

3. Jury Duty - Any member of the custodial or maintenance staff required to serve on jury duty shall be paid their full salary for the length of their service. Any monies paid to the employee by the county shall be refunded to the BOARD OF EDUCATION less mileage reimbursement.

4. Maternity Leave - Maternity Leave shall be granted by the BOARD in conformity with all applicable State and Federal statutes and decisions of appropriate administrative agencies.

5. Emergency - Emergency requests will be considered on the basis of the emergency at the discretion of the Superintendent of Schools without pay.

6. Serious Illness - Serious illness in the family - two days per year for member of the immediate household (mother, father, spouse, child, brother, and sister). Serious family illness to be defined as treatment in emergency room, hospitalization, surgical care or post operative care.

ARTICLE XIV

INSURANCE PROTECTION

- A. The BOARD shall provide for all employees medical insurance coverage for each employee, additionally, the Board shall provide for the employee, extended family medical insurance coverage of the type heretofore set forth if the individual employee shall elect same. Effective 7/1/11 the coverage selections will be PPO (Preferred Provider Organization), HMO (Health Maintenance Organization) or POS (Point of Service). If a member wishes to purchase Traditional coverage, they may do so through a Section 125 plan. All members also have the option of enrolling in an EPO (Exclusive Provider Organization) effective 7/1/14.

- B. All employees participating in employer paid benefits shall contribute towards health benefits. Said deductions will be as follows and will be in compliance with IRS Section 125 rules and regulations:

LFN 2011-20 BENEFIT DEDUCTION TABLES					
SINGLE COVERAGE	19-20	20-21	21-22	22-23	23-24
salary range	TIER II	TIER III	TIER III	TIER III	TIER III
less than 20000	3.380%	3.380%	3.380%	3.380%	3.380%
20000-24,999.99	4.130%	4.130%	4.130%	4.130%	4.130%
25000-29,999.99	5.630%	5.630%	5.630%	5.630%	5.630%
30000-34,999.99	7.500%	7.500%	7.500%	7.500%	7.500%
35000-39999.99	8.250%	8.250%	8.250%	8.250%	8.250%
40000-44999.99	9.000%	9.000%	9.000%	9.000%	9.000%
45000-49999.99	10.500%	10.500%	10.500%	10.500%	10.500%
50000-54999.99	15.000%	15.000%	15.000%	15.000%	15.000%
55000-59999.99	17.250%	17.250%	17.250%	17.250%	17.250%
60000-64999.99	20.250%	20.250%	20.250%	20.250%	20.250%
65000-69999.99	21.750%	21.750%	21.750%	21.750%	21.750%
70000-74999.99	24.000%	24.000%	24.000%	24.000%	24.000%
75000-79999.99	24.750%	24.750%	24.750%	24.750%	24.750%
80000-94999.99	25.500%	25.500%	25.500%	25.500%	25.500%
95000+	26.250%	26.250%	26.250%	26.250%	26.250%

LFN 2011-20 BENEFIT DEDUCTION TABLES					
PC/2A	19-20	20-21	21-22	22-23	23-24
salary range	TIER III	TIER III	TIER III	TIER III	TIER III
less than 25000	2.630%	2.630%	2.630%	2.630%	2.630%
25000-29999.99	3.380%	3.380%	3.380%	3.380%	3.380%
30000-34999.99	4.500%	4.500%	4.500%	4.500%	4.500%
35000-39999.99	5.250%	5.250%	5.250%	5.250%	5.250%
40000-44999.99	6.000%	6.000%	6.000%	6.000%	6.000%
45000-49999.99	7.500%	7.500%	7.500%	7.500%	7.500%
50000-54999.99	11.250%	11.250%	11.250%	11.250%	11.250%
55000-59999.99	12.750%	12.750%	12.750%	12.750%	12.750%
60000-64999.99	15.750%	15.750%	15.750%	15.750%	15.750%
65000-69999.99	17.250%	17.250%	17.250%	17.250%	17.250%
70000-74999.99	19.500%	19.500%	19.500%	19.500%	19.500%
75000-79999.99	20.250%	20.250%	20.250%	20.250%	20.250%
80000-84999.99	21.000%	21.000%	21.000%	21.000%	21.000%
85000-99999.99	22.500%	22.500%	22.500%	22.500%	22.500%
100000+	26.250%	26.250%	26.250%	26.250%	26.250%

LFN 2011-20 BENEFIT DEDUCTION TABLES					
FAMILY	19-20	20-21	21-22	22-23	23-24
salary range	TIER III	TIER III	TIER III	TIER III	TIER III
less than 25000	2.250%	2.250%	2.250%	2.250%	2.250%
25000-29999.99	3.000%	3.000%	3.000%	3.000%	3.000%
30000-34999.99	3.750%	3.750%	3.750%	3.750%	3.750%
35000-39999.99	4.500%	4.500%	4.500%	4.500%	4.500%
40000-44999.99	5.250%	5.250%	5.250%	5.250%	5.250%
45000-49999.99	6.750%	6.750%	6.750%	6.750%	6.750%
50000-54999.99	9.000%	9.000%	9.000%	9.000%	9.000%
55000-59999.99	10.500%	10.500%	10.500%	10.500%	10.500%
60000-64999.99	12.750%	12.750%	12.750%	12.750%	12.750%
65000-69999.99	14.250%	14.250%	14.250%	14.250%	14.250%
70000-74999.99	16.500%	16.500%	16.500%	16.500%	16.500%
75000-79999.99	17.250%	17.250%	17.250%	17.250%	17.250%
80000-84999.99	18.000%	18.000%	18.000%	18.000%	18.000%
85000-89999.99	19.500%	19.500%	19.500%	19.500%	19.500%
90000-94999.99	21.000%	21.000%	21.000%	21.000%	21.000%
95000-99999.99	21.750%	21.750%	21.750%	21.750%	21.750%
100000-109999.99	24.000%	24.000%	24.000%	24.000%	24.000%
110000+	26.250%	26.250%	26.250%	26.250%	26.250%

C. Bargaining unit members hired after July 1, 1995 will not receive board paid coverage for prescription. Employees hired after July 1, 1995 will have the option to purchase prescription benefits not paid for by the board of education at the group rates in force at the time in accordance with the provisions and approval of the insurance carrier. Members of the bargaining group not eligible for prescription health benefits coverage will have a \$10,000 pool set aside which after June 30th of each year will be distributed based on a proration of the prescription claims verified thru EOB (explanation of benefits). No employee shall obtain benefits in excess of their unpaid prescriptions. Claims will be submitted to the Business Administrator with supporting documentation no later than July 30 for the preceding school year. Payments will be made to the aforesaid members no later than September 30. The co-pay amounts are as follows:

Mail Order	\$5 co-pay
Generic	\$10 co-pay
Brand Name	\$20co-pay

D. The BOARD shall provide a Dental Program with the following benefit levels:

- a. Class I - No deductible; 100% of U.C.R.
- b. Class II - \$25 deductible; 80% of U.C.R.
- c. Class III & IV - \$25 deductible; 50% of U.C.R.

E. The BOARD hereby reserves the right to change the carrier provided that substantially similar benefits are provided under the new plan.

ARTICLE XV

VACANCIES AND NEW POSITIONS

- A. Notice of all vacancies and positions covered by this Agreement shall be posted in each school by the BOARD OF EDUCATION or representatives thereof within a reasonable time of (1) receipt of a letter or resignation (2) official BOARD action vacating a position or creating a new position within the school system.
- B. The notice shall be posted for five (5) work days and employees interested therein are to submit a written application to the Superintendent or his designee within the aforementioned five (5) work day posting. The notice shall state the name of the job and a short description of the same and shall be posted in the school building.
- C. The Superintendent and BOARD shall determine the qualifications and abilities of all applicants who apply and will make the final selection of its successful applicant. Consideration will be given to the applicant's qualifications, ability and seniority in the district.

ARTICLE XVI

DUES DEDUCTION

- A. The BOARD agrees to deduct from the salaries of its employees subject to this Agreement, dues for the ASSOCIATION. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, and N.J.S.A. 52:14-5.9 (e) as amended. Said monies, together with the records of any corrections, shall be transmitted to the ASSOCIATION office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If, during the life of this Agreement, there shall be a change in the rate of membership dues, the ASSOCIATION shall furnish to the BOARD written notice prior to the effective date of such change and shall furnish to the BOARD new authorizations from its members showing the authorized deduction for each employee.
- C. The ASSOCIATION will provide the necessary check-off authorization form and deliver the signed forms to the Superintendent. The Association shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the BOARD in reliance upon the salary deduction authorization cards submitted by the ASSOCIATION to the BOARD.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Board Policy - This Agreement constitutes BOARD policy for the term of said Agreement, and the BOARD shall carry out the commitments contained herein and give them full force and effect as BOARD policy.
- B. Savings Clause - Except as this Agreement shall other-wise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the BOARD in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- C. Any individual contract between BOARD and an individual employee, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the BOARD after agreement with the ASSOCIATION on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed hereafter employed or considered for employment by the BOARD.

ARTICLE XVIII

SEPARABILITY AND SAVING

If any provision of this Agreement or any application of this Agreement to any employee or a group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SIDE BAR

All employees represented under this agreement hired before July 1, 1986 will have their work week defined as Forty (40) hours per week, Monday through Friday, fifty-two (52) weeks per year from July first through June thirtieth unless otherwise noted in this agreement.

All employees represented under this agreement hired on or after July 1, 1986 will have their work week defined as Forty (40) hours per week; the Superintendent of Schools reserves the right to determine which days will be worked to make the 40 hour work week.

ARTICLE XIX

All eligible employees covered under this agreement will receive the following stipends for the possession of each of the following licenses; electrical, pesticide and boiler license. Eligible employees defined as follows:

BOILER LICENSE

All eligible employees covered under this agreement will receive the following stipends for the possession of each of the following licenses; electrical, pesticide and boiler license. Eligible employees defined as follows:

Year	Amount
2019-20	\$875.00
2020-21	\$875.00
2021-22	\$875.00
2022-23	\$875.00
2023-24	\$875.00

- 1) Employee must have a current boiler license as of July 1st of the School Year
- 2) Boiler license must be on display in Monmouth Regional High School
- 3) Employees who have received payment for attending class to obtain a boiler license will not receive payment of this stipend during the first year of their eligibility.
- 4) All full time custodial and building maintenance employees hired after July 1, 2005 must attain Black Seal License within two years of their hire date.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 2019 and shall remain in full force and effect through June 30, 2024. If either party desires to change, modify or terminate the Agreement, it shall, no later than October 15, 2023, give written notice hereof and furnish a copy of its proposal to the BOARD. In the event no such notice and proposals are received by October 15, 2023, the Agreement shall continue in effect from year to year after June 30, 2024, subject to modification, change or termination by either party upon written notice prior to October 15th of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representative in Monmouth County, New Jersey, this 1st day of July 2019.

MONMOUTH REGIONAL HIGH
SCHOOL BOARD OF EDUCATION
PERSONNEL STAFF

MONMOUTH REGIONAL HIGH SCHOOL
MAINTENANCE AND OPERATIONS

By _____

By _____

By _____

By _____

**MOPS
SALARY GUIDES FOR JULY 1, 2019 THROUGH JUNE 30, 2024**

<i>19-20</i>	<i>MOPS</i>			<i>20-21</i>	<i>MOPS</i>	
Salary Guide				Salary Guide		
Step	MAINTENANCE	CUSTODIAL		Step	MAINTENANCE	CUSTODIAL
1	39,413	35,021		1	39,918	35,301
2	40,163	35,771		2	40,668	36,051
3	40,953	36,561		3	41,418	36,801
4	42,153	37,661		4	42,418	37,801
5	43,353	38,861		5	43,418	38,801
6	44,453	39,961		6	44,518	39,941
7	45,653	41,161		7	45,718	41,141
8	46,478	41,986		8	46,518	42,041
9	47,278	42,786		9	47,418	42,941
10	48,078	43,586		10	48,318	43,841
11	48,878	44,386		11	49,218	44,741
12	49,628	45,136		12	50,118	45,641
13	50,528	46,036		13	51,018	46,541
14	51,303	46,811		14	51,918	47,441
15	52,103	47,611		15	52,818	48,341
16	52,903	48,411		16	53,718	49,241
17	53,703	49,311		17	54,618	50,241
18	54,803	50,611		18	55,698	51,506
19	55,703	51,611		19	56,798	52,606
20	56,603	52,511		20	57,798	53,706
21	57,603	53,511		21	58,798	54,706
22	58,603	54,511		22	59,898	55,806
23	59,603	55,511		23	61,098	57,006
24	60,608	56,516		24	62,308	58,216
	1,200,547	1,095,839			1,216,152	1,110,399
CHECK	1,200,547	1,095,839			1,216,152	1,110,399

<i>21-22</i>	<i>MOPS</i>			<i>22-23</i>	<i>MOPS</i>	
Salary Guide				Salary Guide		
Step	MAINTENANCE	CUSTODIAL		Step	MAINTENANCE	CUSTODIAL
1	40,478	35,836		1	41,209	36,626
2	41,228	36,586		2	41,959	37,376
3	41,978	37,336		3	42,709	38,126
4	42,728	38,086		4	43,459	38,876
5	43,728	39,086		5	44,218	39,626
6	44,828	40,286		6	45,318	40,826
7	46,028	41,586		7	46,518	42,126
8	47,028	42,586		8	47,518	43,126
9	47,928	43,486		9	48,418	44,026
10	48,828	44,386		10	49,318	44,926
11	49,728	45,286		11	50,218	45,826
12	50,628	46,186		12	51,118	46,726
13	51,528	47,086		13	52,018	47,626
14	52,428	47,986		14	52,918	48,526
15	53,328	48,886		15	53,818	49,426
16	54,228	49,886		16	54,718	50,426
17	55,128	50,886		17	55,618	51,426
18	56,228	52,136		18	56,818	52,726
19	57,328	53,236		19	58,018	53,926
20	58,528	54,436		20	59,268	55,176
21	59,828	55,736		21	60,568	56,476
22	61,178	57,086		22	61,918	57,826
23	62,578	58,486		23	63,318	59,226
24	64,008	59,916		24	64,808	60,716
	1,231,452	1,126,494			1,245,786	1,141,714
CHECK	1,231,452	1,126,494			1,245,786	1,141,714

23-24	MOPS				
Salary Guide					
Step	MAINTENANCE	CUSTODIAL			
1	41,848	37,506			
2	42,598	38,256			
3	43,348	39,006			
4	44,098	39,756			
5	44,848	40,506			
6	45,748	41,406			
7	46,948	42,706			
8	47,948	43,706			
9	48,848	44,606			
10	49,748	45,506			
11	50,648	46,406			
12	51,548	47,306			
13	52,448	48,206			
14	53,348	49,106			
15	54,248	50,006			
16	55,198	51,006			
17	56,198	52,006			
18	57,398	53,306			
19	58,598	54,506			
20	59,898	55,806			
21	61,248	57,156			
22	62,598	58,506			
23	64,008	59,916			
24	65,508	61,416			
	1,258,872	1,157,614			
CHECK	1,258,872	1,157,614			