

**CUSTODIANS/MAINTENANCE PERSONNEL**

**MORRIS HILLS REGIONAL DISTRICT**

**BOARD OF EDUCATION**

**AND**

**MORRIS HILLS REGIONAL**

**CUSTODIAL/MAINTENANCE ASSOCIATION**

**JULY 1, 2011**

**THROUGH**

**JUNE 30, 2014**

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**ARTICLE I**

**RECOGNITION**

- A. The Board recognizes the Morris Hills Regional Custodial Association as the exclusive representative for collective negotiations for all full-time and part-time custodial and maintenance employees, excluding supervisory personnel, assistant maintenance foreman, head-custodians and all other employees of the district.
- B. Unless otherwise indicated, the term, employee, when used hereinafter in this agreement, shall refer to all full-time and part-time custodial and maintenance personnel represented by the Association.

**ARTICLE II**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

Not later than October 1 of the final year of this agreement, the Board and Association agree to enter into negotiations over a successor agreement in a good faith effort to reach agreements on terms and conditions of employment.

Negotiations will commence with a meeting at which time the parties will exchange their proposals.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

**A. DEFINITION**

A grievance is a claim by an employee or the Association based upon the application, interpretation, or violation of this agreement and any Article or Section therein.

**B. PROCEDURE**

**STEP 1** Within ten (10) working days of the time a grievance arises, the employee shall submit the grievance, in writing, to his immediate supervisor, (Principal). A written grievance shall include the name of the employee involved, the facts giving rise to the grievance, the Article or Sections of this Agreement alleged to be violated, the date and time of occurrence of a grievance, and a specific relief requested. Within five (5) workdays after receiving the grievance, the immediate supervisor shall communicate his answer, in writing, to the grievant.

STEP 2 If the grievance is not resolved in Step 1, the grievant may, within five (5) workdays of receipt of the immediate supervisor's answer, submit the written statement of grievance and the response to the Director of Educational and Administrative Services. The Administrator or his designated representative shall give the grievant an answer, in writing, no later than five (5) workdays after receipt of the written grievance.

STEP 3 If the grievance is not resolved at Step 2, the grievant may, within five (5) workdays after receiving the decision of the Director of Educational and Administrative Services, appeal the decision to the Board of Education. The appeal shall be in writing and shall be submitted to the Board through the Chief School Administrator, and shall be accompanied by the written statement of grievance and the responses at Step 1 and 2. Within twenty (20) workdays of receipt of the appeal the Board shall give the grievant an answer in writing.

### C. HEARINGS, TIME LIMITS AND RIGHTS

1. Hearings at each step of the grievance procedure may or may not be held as determined by the Administration.
2. The grievant may not present any material, allegation of remedy at Steps 2 or 3 of this procedure that was not presented at Step 1.
3. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. Such hearings shall be conducted during non-working hours.
4. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance hearing.
5. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association, or by a representative selected and approved by the Association.
6. The grievant shall be present at any hearing held under this procedure.
7. The written statement of grievance shall be signed by the grievant.
8. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one building, the grievance may be submitted directly to the Director of Human Resources. The grievance form shall be signed by each aggrieved employee. Processing of such a grievance shall begin at Step 2 of the procedure and follow the time limits contained therein.
9. The time limits specified in this procedure may be extended by mutual agreement of the parties, in writing.

10. Failure, at any step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the aggrieved to lodge an appeal at the next step.
11. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.
12. Any grievance filed by a maintenance worker in accordance with the provisions of this grievance procedure shall submit his/her grievance to the supervisor of the custodial/maintenance services as part of Step 1 of the procedure.

## **ARTICLE IV**

### **DAILY WORK SCHEDULE AND OVERTIME**

- A. Employees will work a forty (40) hour week with one-half (1/2) hour lunch period per day.
  1. Two (2) fifteen-minute breaks; one in the morning and one in the afternoon.
  2. Fifteen minutes will be allowed at the end of the day for the securing of vehicles and equipment and cleanup.
  3. Management shall make efforts to avoid assigning duties to employees during their scheduled lunch break.
- B. Overtime shall be paid at the rate of one and one-half times the employee's hourly rate of pay for all time worked in excess of a 40-hour work week, excluding N.J.E.A. convention days. Effective July 1, 2008, if an employee works on a holiday, he/she will be paid their regular pay for the holiday plus time and one half for hours worked. Employees must be qualified for the overtime assignment. Management reserves the right to assign overtime to individuals possessing specialized skills or licenses. Overtime for snowplowing shall first be assigned to maintenance and grounds, and then if necessary, to custodians.
- C. Holidays, sick days and personal days count towards the forty (40) hour workweek.
- D. Management will post custodial overtime opportunities and establish a seniority list among custodians for such overtime opportunities. When possible, all employees will receive two (2) working days' notice prior to a scheduled event for overtime. Employees will volunteer for overtime in their order on the list. At such time as no custodian in a particular school has volunteered to work overtime, custodians shall be assigned to work on a rotating basis from a seniority list depending upon need and those assigned shall work. Employees must provide management with a telephone number where they can be reached during an emergency situation and should all volunteers be called in or scheduled then other employees will be required to work overtime.

The overtime rotation system as described above shall be applied to maintenance/grounds as a separate unit.

- E. Any employee called to return to work outside of his/her regular shift shall be paid for a minimum of four hours' work. If an employee is scheduled for overtime on a Saturday or Sunday or holiday he/she will be paid a minimum of four hours and will be required to work four hours. However, if management authorizes the employee to leave before four hours and the employee chooses to leave, then he/she will be paid only for time worked. If an employee is held over from his/her shift they will be paid overtime for time worked, no minimums will apply.
- F. Custodial/Maintenance personnel who are called in during cases of emergency prior to their shift shall be paid as follows:
  - 1. From the time they report until the original starting time, they shall be paid at a rate of twice their regular hourly rate.
  - 2. Employees who are called in shall only be required to work a total of eight (8) hours. They will have the option to work until the end of their regular quitting time. However, if an emergency exists beyond the eight (8) hours on-the-job, employees will be required to stay until the emergency condition ceases to exist.
  - 3. This Section "F" shall not apply to custodial personnel on the night shift with regard to shift changes (e.g., summer vacations, shutdowns during school year, end of school year, etc.) unless they are included in those employees called in for the emergency.
- G. Out of title work: employees who are assigned by management to work in a higher title position will be paid a 10% differential after 10 consecutive days retroactive to day 1. Calculation of the hourly rate will be consistent with current practice.
- H. Part-time: Management may use part-time workers for weekend work, Saturday and Sunday and holidays only, as long as there is at least one full time staff member for every three part-time employees on duty in the building where the part-time employees are assigned. Part-timers will be compensated at an hourly rate of step one of the custodian salary guide.

Temporary workers, including members of the part-time "pool" may be used to fill in for staff who are out on an extended leave between September 1 and June 30 on a one-to-one basis. An extended leave is defined as a period of time three weeks or more for an absence due to worker's compensation, medical leave or family leave.

**ARTICLE V**

**SICK LEAVE**

- A. Each employee is allowed paid sick leave totaling twelve (12) days in each year. If the annual allowance is not used in any school year, the unused sick days will then be accumulated.
- B. The Administration may require a doctor's certificate covering any sick leave claimed when there is a possibility of abuse.
- C. Any employee must follow established call in procedures whenever he is unable to report for work.
- D. In case of sudden illness at work, and it is necessary for an employee to leave after the midpoint of the workday, the employee will be charged one-half (1/2) day sick leave.
- E. After ten years of service in the district, and upon retirement from the pension plan and receiving payments from the plan, employees are eligible for a retirement allowance to be computed as follows:
  - 1. 10 - 14 years of service                      One day for every five days of accumulated sick leave; total not to exceed \$7,500.
  - 2. 15 - 19 years of service                      One day for every three days of accumulated sick leave; total not to exceed \$7,500.
  - 3. 20 or more years of service                      One day for every three days of accumulated sick leave; total not to exceed \$8,000.

**ARTICLE VI**

**LEAVES OF ABSENCE**

**A. BEREAVEMENT LEAVE**

Upon approval of the Chief School Administrator, up to a maximum of three (3) days per bereavement (Non-cumulative), for the death of a spouse or near relative (parents, children, brothers, sisters, member of immediate household, and grandparents of employee or spouse). One (1) day will be allowed for relatives other than those listed above. For children or spouse, an additional two (2) days may be granted whenever you are responsible for postmortem arrangements.

**B. PERSONAL LEAVE**

Employees who have been in the continuous employment of the Board for six months and are actively working shall be eligible for a Leave of Absence in accordance with the provisions of this Article.

1. A maximum of three no reason personal days shall be granted per year. Personal days shall not be used before or after a school holiday or to extend a vacation or holiday weekend.
2. Up to three unused personal days shall be used to increase the employee's accumulated sick leave account at the end of each school year.
3. An employee may request additional personal days from the Chief School Administrator, but denial is not grievable.
4. Effective July 1, 2008, staff will be able to use ½ personal days.

**C. JURY DUTY**

If an employee is called for Jury Duty, he shall be paid his regular salary.

**ARTICLE VII**

**HOLIDAYS**

- A. Custodial/Maintenance personnel shall work each day July 1 through June 30, Monday through Friday, except on the following days:

New Year's Day	Labor Day	Christmas Day
Good Friday	NJEA Convention	Christmas Eve (Only if it occurs on Monday - Friday)
	Closing Days (2)	
Memorial Day	Thanksgiving Day	
Independence Day	Thanksgiving Friday	

If required to work on NJEA Convention Days, personnel will be allowed an alternate day with supervisor's approval as full compensation for that day worked. If Christmas falls on a Saturday or Sunday, Custodial/Maintenance personnel shall have the following Monday as a holiday, providing schools are closed for students. If New Year's Day falls on a Saturday or Sunday, Custodial/Maintenance personnel shall have the preceding Friday as a holiday, providing schools are closed for students.

- B. The Board will designate four (4) additional holidays with the adoption of the school calendar. These dates shall be announced to Custodial/Maintenance personnel by June 1 or within a month after the adoption of the calendar, whichever comes first. If the designated additional holidays occur during a week when the schools are closed, an alternate date



during that week may be selected, if all parties agree. If agreement is not reached, the day must be taken as listed.

- C. On the day preceding Thanksgiving, Custodial/Maintenance personnel shall be permitted to leave two (2) hours earlier than their normal dismissal time. Custodial/Maintenance personnel shall suffer no loss in pay.
- D. The district will establish an alternate schedule of Tuesday – Saturday, based on the needs of the district operations. This schedule will be available to current employees on a voluntary basis. New employees may be hired for this shift and will be notified of this at the time of hire.

In the event of a reduction in force of the staff, this alternate shift will be eliminated on a one-to-one basis equal to the number of positions being eliminated. For example, if there is one Tuesday – Saturday shift and a position is eliminated, all shifts will be Monday – Friday. Any employee who loses his/her position due to a reduction in force will be offered re-employment in the same position for up to one year from the date of the reduction provided he/she has had satisfactory evaluations the previous two years.

## **ARTICLE VIII**

### **JOB ACCIDENT AND INJURY REPORT**

#### **A. ON THE JOB ACCIDENT AND INJURIES**

Any employee injured on the job will report such injury to his immediate supervisor and to the school nurse. A report of the injury will be submitted to the Business Administrator for processing. Any injuries sustained at a time when the school nurse is not available will be reported to immediate supervisor and the principal or Business Administrator's Office. The accident report must be completed in the nurse's office, Business Administrator's Office or Principal's Office and forwarded to the Business Administrator at the time of the accident or as soon thereafter as physically possible. Accident forms are available at the following locations:

School Nurse's Office

Principal's Office

Business Office

- B. Any employee, who cannot return to his/her duties due to an injury, will be examined by the Board's Medical Inspector or a designated Board representative. A copy of this medical report will be filed with the accident report. This examination does not prevent any employee from also seeing a physician of his/her choice at their own expense.

## **ARTICLE IX**

### **HEALTH AND DENTAL INSURANCE**

#### **A. MEDICAL PREMIUM**

1. The Board shall provide and pay the full premium for the Horizon BCBS POS as described in the 2011 Blue Cross Blue Shield booklet or a plan substantially similar. POS plan shall provide for doctor visits at a \$10.00 co-pay and \$5.00 generic or \$10.00 name brand for RX plan. Letter of agreement regarding the RX plan as per teachers. Effective July 1, 2009, prescription co-pay will be \$5.00 generic and \$15.00 name brand. Effective July 1, 2013, the ER and Urgent Care Co-pay will be \$50.00.

Enrollment will be as per past practice as identified under the rules of the New Jersey Health Benefit Plan except as noted herein.

2. Coverage shall be appropriately designated by the employee as:
  - a. Employee only
  - b. Husband/Wife
  - c. Parent/Child(ren)
  - d. Family
3. Effective July 1, 2008 all current and new staff will be enrolled in the POS plan, however, any employee enrolled in the PPO as of June 30, 2008 may remain in the PPO under the same terms and conditions.

#### **B. DENTAL PREMIUM**

1. The Board shall provide and pay the dental care insurance (passive PPO) plan premium for single employee coverage and family coverage.
2. Employees hired after July 1, 1993, will only be eligible for employee dental insurance until the completion of three (3) years of service. During the three (3) year waiting period, the employee may purchase family benefits.

- C. It is the responsibility of the employee to notify the Board Secretary of any changes in marital or dependent status in accordance with the master plan(s).

#### **D. WAIVER OF HEALTH INSURANCE**

1. Full time employees, who can show proof of other health insurance coverage, excluding insurance provided by a spouse who is employed by the district, may elect to waive insurance in return for a payment of \$3,000.00.

2. Payment will be made each year coverage is waived. Waiver is based on a school year, July to June and shall begin once this revised contract is signed.
3. The amount of waiver shall be pro-rated based on the date of implementation. Payment based on full months only. Payment of waiver shall be made on June 30.
4. During the year, employees may request in writing to resume coverage in the event of a life event such as the termination of spouse's employment, death of a spouse, birth of a child, etc. The district will then only pay on a pro-rated basis for the portion of unused coverage.

**ARTICLE X**

**SALARY**

- A. **JOB EVALUATION:** Any employee's satisfactory evaluation will permit him/her to move to the next step of the Salary Guide, if applicable. If an employee's evaluation is less than satisfactory, he/she will not move to the next step of the Salary Guide.
- B. Employees will be paid according to their step on the Salary Guide.
- C. Stipend for:

	<u><b>2011/2012</b></u>	<u><b>2012/2013</b></u>	<u><b>2013/2014</b></u>
Night Supervisors	1900	1900	1900
Head Groundsman	1200	1200	1200
Pesticides License (Grounds)	800	800	800
Fireman's License	750	750	750
Shift Differential (any regular shift beyond midnight)	1400	1400	1400

CUSTODIAN/GROUNDS/MAINTENANCE			
SALARY GUIDE – 2011-2012			
Step	Custodian	Grounds	Maintenance
1	34,850	44,850	50,600
2-3	35,350	45,350	51,100
4	35,850	45,850	51,600
5-6	36,350	46,350	52,100
7	37,350	47,350	53,100
8	38,350	48,350	54,100
9	39,410	49,410	55,160
10	41,150	51,150	56,900
11	42,935	52,935	58,685
12	44,765	54,765	60,515
13	46,640	56,640	62,390
14	48,560	56,640	62,390
14A	50,525	56,640	62,390
15	52,535	56,640	62,390

CUSTODIAN/GROUNDS/MAINTENANCE			
SALARY GUIDE – 2012-2013			
Step	Custodian	Grounds	Maintenance
1-2	36,035	46,035	51,785
3-4	36,535	46,535	52,285
5	37,035	47,035	52,785
6-7	37,535	47,535	53,285
8	38,535	48,535	54,285
9	39,535	49,535	55,285
10	40,545	50,545	56,295
11	42,185	52,185	57,935
12	43,885	53,885	59,635
13	45,645	55,645	61,395
14	47,465	57,465	63,215
15	49,345	57,465	63,215
15A	51,285	57,465	63,215
16	53,285	57,465	63,215

CUSTODIAN/GROUNDS/MAINTENANCE			
SALARY GUIDE – 2013-2014			
Step	Custodian	Grounds	Maintenance
1	36,745	46,745	52,495
2-3	37,245	47,245	52,995
4-5	37,745	47,745	53,495
6	38,245	48,245	53,995
7-8	38,745	48,745	54,495
9	39,745	49,745	55,495
10	40,745	50,745	56,495
11	41,745	51,745	57,495
12	43,250	53,250	59,000
13	44,860	54,860	60,610
14	46,545	56,545	62,295
15	48,305	58,305	64,055
16	50,140	58,305	64,055
16A	52,050	58,305	64,055
17	54,035	58,305	64,055

**LONGEVITY:** A \$500 stipend is granted on the following July 1 whenever an employee completes ten years. An additional \$500 stipend is granted on the following July 1 whenever an employee completes fifteen years. An additional \$500 stipend is granted on the following July 1 whenever an employee completes twenty years.

**ELIGIBILITY:** An employee must be on the payroll for at least 180 calendar days between July 1 and June 30 to be eligible to receive an employment increment. An employment increment is defined as the movement from one step on the salary guide to the next step on the next year's salary guide.

## **ARTICLE XI**

### **DEDUCTIONS FROM SALARY**

#### **ASSOCIATION PAYROLL DUES DEDUCTION**

The Board agrees to deduct from the salaries of its employees dues for the Morris Hills Regional Custodial Association, the Morris County Council of Education Associations, the New Jersey Education Association, the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may, from time to time, be designated by the Morris Hills Regional Custodial Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. This request for deductions can be made only once a year.

## **ARTICLE XII**

### **AGENCY FEE**

#### **A. PURPOSE OF FEE**

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of the fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative.

#### **B. AMOUNT OF FEE/NOTIFICATION**

Not later than August 15<sup>th</sup>, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. Such fee may not exceed 85% of the Association's regular membership dues, fees and assessments.

C. INDEMNIFICATION AND SAVE HARMLESS

1. LIABILITY

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and
- b. if the Association so requests and the Board consents in writing, the Board will surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability, except that the Board reserves the right to approve any settlement. The Board will not unreasonably withhold its consent to have the Association assume full responsibility for the defense of any claim, etc. and will not unreasonably refuse to approve any settlement of same. Each party agrees that it will exercise good faith toward the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

**ARTICLE XIII**

**VACATIONS**

Employees are entitled to vacations according to the following schedule:

During the first year of employment, all individuals will accrue .83 days per month up to a maximum of ten days to be taken during the succeeding summer.

1 - 2 Years Employment	10 days vacation
3 - 4 Years Employment	12 days vacation
5 - 6 Years Employment	15 days vacation
7 - 10 Years Employment	17 days vacation
11 - 14 Years Employment	19 days vacation
15 - 19 Years Employment	20 days vacation
20+ Years Employment	21 days vacation

Maintenance employees may take no more than two weeks of vacation during the period from the close of school until September 1. Any portion of vacation which was not taken during the summer must be taken between September 15 and May 30 in the vacation year as mutually agreeable to the Board and the employee.

Custodians shall take their summer vacations during the period from the closing of school through the fifth business day prior to the opening of school in September. No more than three staff members will be permitted to take summer vacation during any one week. During the school year, no more than one employee at a time per building, will be permitted to take vacation of not longer than one week.

All vacation requests, including additional time, must be approved by the Chief School Administrator, but denial is not grievable.

## **ARTICLE XIV**

### **ASSOCIATION RIGHTS**

- A. The Board agrees to make available to the association, upon request, information concerning the financial resources of the district, such as financial reports and audits. These will be provided at cost.
- B. Whenever any representative of the association, or any employee, is mutually scheduled by the parties to participate during working hours in grievance proceedings, he shall suffer no loss in pay.
- C. The association shall have use of interschool mail and use of the buildings for meetings. The association shall receive prior approval from the Chief School Administrator or his designee.

## **ARTICLE XV**

### **MISCELLANEOUS**

#### **A. ASSIGNED DUTIES**

Any employee represented by this association shall not be requested or required to supervise or any way be responsible for any pupil or pupils except in case of an emergency and directed by the Principal. Management has the right to deploy ground workers to custodian duties as necessary.

#### **B. SEPARABILITY**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



C. PRINTING OF AGREEMENT

Copies of this agreement shall be printed at the expense of the Board. The agreement shall be presented to all employees and hereafter employed.

The Board shall furnish one-half (1/2) extra copies to the association.

D. The Board shall provide five sets of foul weather gear hooded slickers for each school.

E. Custodial/Maintenance personnel shall be provided with four golf shirts, four "T" shirts, and three pairs of trousers yearly, to be worn on the job. Winter jackets will be provided for each employee who is regularly expected to work out-of-doors, and the jackets are not to be replaced more than once every three years. Employees will be allowed to wear blue-colored tee shirts when temperature exceeds 80 degrees and school is not in session. Employees will be provided with a sweatshirt every other year but the district will replace earlier if sweatshirt is damaged, and employees will be reimbursed a maximum of \$75.00 every year for work shoes upon the presentation of a receipt.

F. RESIGNATIONS

In the event an employee desires to resign, he/she shall give the Board at least 14 days' notice of such resignation. Failure to give proper notice shall result in the forfeiture of all rights of the employee to any accrued vacation benefits. In the event the employee given such written notice less than 14 days in advance of the effective date of resignation, the employee shall forfeit his/her right to accrued vacation benefits on a pro-rata basis...so that if seven days' notice is given the Board, the employee shall be entitled to only 7/14's of his accrued vacation benefit. Vacation days shall not be included as part of the 14 days notice.

G. Employees will have access to the 403b plans as established by the district.

H. All staff hired after ratification of the 2008-2011 contract must obtain a black seal license within 12 months of the successful completion of their probationary period. Failure to obtain the license in that time frame will result in their termination of employment.

I. Effective July 1, 2011, all employees will be required to enroll in the direct deposit program. The Board agrees to assist employees who request assistance setting up a checking/savings account.

**ARTICLE XVI**

**PROBATIONARY PERIOD**

The district reserves the right to reject any new employee at any time during the 90 day probationary period, if in the sole discretion of the District, the employee fails to meet district standards.

## **ARTICLE XVII**

### **CUSTODIAL SERVICES-SHARED SERVICES EMPLOYEES**

The Custodial Services – Shared Services staff members are employees of the Morris Hills Regional District, but will have the primary responsibility of providing services to the Wharton School District. Staff members will have all rights under the current Agreement, with the following exceptions noted:

- A. Custodian shared services employees will work in the Wharton School District. Employees will only work in another Morris Hills Regional District facility in the event of an emergency.
- B. Custodian shared services employees will be entitled to holidays as listed in Article VII of the contract between the Morris Hills Regional District Board of Education (Board) and the Morris Hills Regional Custodial/Maintenance Association (Association). In the event the Wharton school calendar doesn't coincide with the MHRD holiday, the custodian will work at Wharton and be entitled to an alternate day off.
- C. Article IV – Daily Work Schedule and Overtime, Section H, Part-time – If more than one custodian is required to be used on a Saturday or Sunday, then every second custodian required will be a regular full time custodian. The pool of part-time workers will be the same pool as that utilized in the Morris Hills Regional District in accordance with Article IV, Section H. All other language of Article IV, Section H applies as in the Agreement between the MHRD board of Education and the Morris Hills Regional Custodial/Maintenance Association.
- D. The working hours and shifts for the staff will be set by the Morris Hills Regional District and be consistent with the efficient operation of the Wharton Public Schools and Article IV of the Agreement between the MHRD board of Education and the MHR Custodial/Maintenance Association. If the hours of work or the work year are longer than that of the MHRD custodians, custodian shared services employees will be compensated in accordance with the above collective bargaining agreement.
- E. Article V - Sick Leave, Section C will apply to custodian shared services employees whenever an employee is unable to report to work. Established call-in procedures refer to those of the MHRD Board of Education. Custodial shared services employees will notify the MHRD Supervisor of Buildings and Grounds for all leaves of absence. In addition, it is recognized that custodian shared services employees will also notify a Wharton School District designee of their absence.
- F. The parties agree that both the MHRD Board of Education and the Wharton School district will be jointly and severally liable for defense and indemnification of the custodial shared services employees to the fullest extent of the law.
- G. Seniority for the purpose of overtime, pension and rights to leave shall be portable for custodians between the MHRD and Wharton School district.

- H. All other provisions of the Agreement between the MHR Custodial/Maintenance Association and the MHRD Board of Education not stated herein, shall apply.

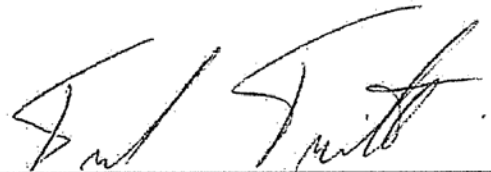
**ARTICLE XVIII**

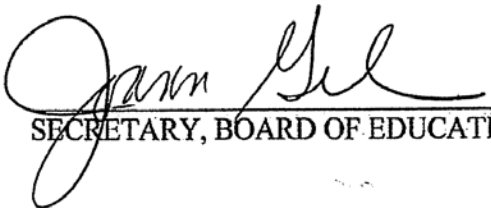
**DURATION OF AGREEMENT**

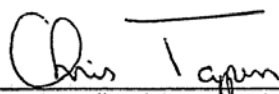
- A. This agreement shall become effective July 1, 2011 and shall continue in effect until June 30, 2014 subject to the Board's and Association's rights to negotiate over a successor agreement as provided in Article II.
- B. In witness whereof, the parties hereto have caused this agreement to be signed by their respective Presidents and attested by their Secretaries.

SIGNED:

  
\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

  
\_\_\_\_\_  
PRESIDENT, ASSOCIATION

  
\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

 2/3/12  
\_\_\_\_\_  
SECRETARY, ASSOCIATION