

**A G R E E M E N T**

**Between the**

**PINELANDS REGIONAL BOARD OF EDUCATION**

**AND**

**PINELANDS REGIONAL CUSTODIAL ASSOCIATION**

**Agreement Period**

**JULY 1, 2004 THROUGH JUNE 30, 2007**

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ARTICLE 1

**RECOGNITION**

The Board of Education of the Pinelands Regional School District, hereinafter called the “Board”, recognizes the Pinelands Regional Custodial Association, hereinafter called the “Association” as the majority representative for collective negotiations with the board, pursuant to Chapter 123 of the Laws of 1975, concerning the terms and conditions of employment for employees identified within the classification of this contract. Individuals employed on a diem, per hour, or substitute basis shall NOT be represented by the Association.

Classification of employees within this contract shall include and be limited to:

Custodial Employees  
Custodial Foremen

The term “Employee” when used hereinafter in this Agreement shall refer to any employee in the above enumerated classification and who is represented by the Association.

The foregoing recognition shall continue in effect until the Public Employee Relations Commission shall have certified a new representative for a negotiating unit.

Specifically excluded from this Agreement and any representation thereto shall be:

Maintenance Employees  
Food Service Employees  
Supervisory Personnel  
Certificated Teaching Staff  
White Collar Support Staff represented by Pinelands Education Association  
Confidential Employees  
Bus Drivers

## ARTICLE 2

### **GRIEVANCE PROCEDURE**

#### A. Definition

1. A “grievance” is a claim by an employee covered by this Agreement or by the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the employees.
2. The “grievant” is the person or persons making this claim.
3. “Working days” as used in this article means the days on which the “grievant” is normally expected to be at work.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, resolve to the problems, which may from time to time arise affecting the parties to this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Individual unit members who wish to pursue a grievance beyond the district levels contained within this Agreement, shall do so at his/her own expense.

#### C. Procedure

1. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) working days from the time of its occurrence or the time when the aggrieved became aware, or should have become aware, of the alleged grievance.

Step 1: An employee shall first review any potential grievance with the Association’s representative and then shall discuss his grievance with the Buildings & Grounds Supervisor in an attempt to resolve the matter informally. The Buildings & Grounds Supervisor shall attempt to adjust the matter and shall respond orally or in writing to the grievant within three (3) working days.

Step 2: If the grievance is not settled at Step 1, the grievant shall have three (3) days after receipt of the Supervisor of Buildings & Grounds’ written decision to appeal to the Superintendent of Schools. The appeal to the Superintendent must be in writing and shall state (a) the nature of the grievance, (b) the nature and extend of the injury, loss, or inconvenience to the grievant, and (c) the dissatisfaction with the decisions previously rendered. The Superintendent shall respond in writing to the grievant and the Association representative within five (5) working days.

Step 3: If the grievance is not resolved at Step 2, the grievant or the Association representative may request, no later than three (3) working days after receipt of the Superintendent’s decision, a review by the Board Committee. The request shall be

submitted in writing through the Superintendent and the Board Committee shall meet and review the grievance within ten (10) working days of the submission. The Board Committee shall render a decision within five (5) working days.

No reprisals of any kind shall be taken by the Board, its administrators, or the Association against any grievant or his representatives by reason of his participation in the grievance procedure.

- D. Since it is possible that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### ARTICLE 3

#### **EMPLOYMENT AND SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedule I which is attached hereto and made a part hereof.
- B. Employees on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous school work day.
- C.
1. The normal work week for an employee shall consist of five (5) consecutive days of eight (8) hours each, inclusive of lunch.
  2. As a general rule, there shall be two work shifts each day with a shift from 7:00 am to 3:00 pm and a shift from 3:00 pm to 11:00 pm, Monday through Friday. Additionally, the Board reserves the right to assign custodians to a Tuesday through Saturday shift which shall have shift hours of 3:00 pm to 11:00 pm Tuesday through Friday and 7:00 am to 3:00 pm on Saturday.
  3. One and one-half (1 ½) times the straight time hourly rate shall be paid an employee for all hours s/he works in excess of forty (40) hours in any one week. Also, one and one-half (1 ½) times the straight time hourly rate shall be paid an employee for all hours s/he works in excess of eight (8) hours in any work day. (See overtime rate in K below).
  4. Any employee called from home (1) after completing his/her regular eight (8) hour work day, or (2) on an unscheduled work day shall be paid a minimum of four (4) hours at the rate of one and one-half times his/her straight time rate (see overtime rate in K below).
  5. When overtime is required, not less than one (1) custodian shall be assigned, providing that a maintenance staff member or other district employee is present

when overtime includes “evening” hours. Said person shall remain in the building until it has been secured and the custodian has completed an outside security check of the building.

6. Overtime shall be assigned by the Supervisor of Buildings & Grounds who will insure that the overtime assignment does not jeopardize the safety of the custodian or other non-district employees in the facility.
7. Custodians replacing a foreman shall receive the appropriate foreman’s premium rate pro-rated on a diem basis.
8. When administratively possible, the district will seek to have a maintenance person on every night.

D. Effective July 1, 1998, all newly employed Custodial Association members shall NOT be eligible for longevity payments. Additionally, current personnel will be eligible for accumulative longevity payments up to a maximum of \$1,000 per year per the following schedule:

- |  |   |       |
|--|---|-------|
| • at 4 <sup>th</sup> consecutive school year contract  | - | \$100 |
| • at 7 <sup>th</sup> consecutive school year contract  | - | \$150 |
| • at 10 <sup>th</sup> consecutive school year contract | - | \$200 |
| • at 13 <sup>th</sup> consecutive school year contract | - | \$250 |
| • at 16 <sup>th</sup> consecutive school year contract | - | \$300 |

E The Association shall have the right to use school facilities for meetings of its organization. All requests for such use of school facilities shall be cleared in advance with the Supervisor of Buildings & Grounds. An employee cannot attend any such meeting which is held during his/her working hours. The Association agrees that it will restore any facilities used to their pre-meeting condition.

F The Board shall deduct from employees’ salaries money for any and all of the following as requested by such employee:

- Health and Accident insurance, including HMOs
- Annuities
- Contributory Life Insurance
- MON-OC
- United Way
- Scholarship Program

G Employee contracts for individuals covered under this Agreement shall be limited to a period not to exceed one (1) calendar year commencing with the date of employment through the next ensuing June 30<sup>th</sup>. Successor contracts shall stipulate July 1 through June 30<sup>th</sup> next ensuing.

- H Effective July 1, 1985, in order to be eligible for an increment, a full-time or daily-employed part-time employee must have worked and/or been on an approved paid leave of absence (under the terms of this contract) for one-half of the scheduled work days for the employee's category plus one day during the previous contract year.
- I Employees new to the district shall be placed on a sixty (60) day probationary period.
- J Currently employed unit members must possess a State approved black seal license. All licensing exams, processing and procurement for employees hired after January 1, 1996 must be completed within a six-month period from date of hire or employment will be terminated.
- K Overtime is calculated at the rate of one and one-half (1 1/2) times the Annual Contract Salary divided by 2080.
- L Foreman, shift and Black Seal premiums shall be included in the overtime computations.
- M Salary increases each year for the duration of this contract shall be equal to 4.8% for 2004-05; 5.0% for 2005-06 and 5.2% for 2006-07. Premiums shall also be increased with the same percentage increases as base salaries and are listed below:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Black Seal	\$ 846.00	\$ 883.00	\$ 929.00
2 <sup>nd</sup> Shift	\$1,080.00	\$1,134.00	\$1,193.00
Foreman	\$2,096.00	\$2,205.00	\$2,320.00

- N The steps on Schedule I attached are not representative of actual years' experience.

ARTICLE 3

Schedule I - Employment and Salaries \*  
2004-2007

Step	2004-2005	2005-2006	2006-2007
1	\$18,900.00	\$19,600.00	\$20,500.00
2	\$19,178.00	\$19,845.00	\$20,619.00
3	\$19,618.00	\$20,136.00	\$20,876.00
4	\$20,197.00	\$20,598.00	\$21,184.00
5	\$21,005.00	\$21,206.00	\$21,670.00
6	\$21,634.00	\$22,055.00	\$22,308.00
7	\$22,282.00	\$22,715.00	\$23,201.00
8	\$22,909.00	\$23,396.00	\$23,896.00
9	\$23,553.00	\$24,054.00	\$24,612.00
10	\$24,553.00	\$24,730.00	\$25,305.00
11	\$25,251.00	\$25,780.00	\$26,016.00
12	\$27,267.00	\$26,513.00	\$27,121.00
13	\$29,500.00	\$28,630.00	\$27,892.00
14	\$31,500.00	\$30,975.00	\$30,119.00
15	\$33,500.00	\$33,075.00	\$32,585.00
16	\$35,200.00	\$35,175.00	\$34,794.00
17	\$36,800.00	\$36,960.00	\$37,004.00
18	\$38,300.00	\$38,640.00	\$38,881.00
19	\$39,981.00	\$40,215.00	\$40,649.00
20	\$41,786.00	\$41,980.00	\$42,306.00
21	\$43,590.00	\$43,875.00	\$44,163.00
22		\$45,769.00	\$46,158.00
23			\$48,149.00

## ARTICLE 4

### SENIORITY

- A. Seniority is defined for purposes of this Article as an employee's total length of continuous service as an employee of the Board in the employee category specifically covered by this Agreement.
- B. Each time a question as to seniority arises between two or more qualified employees having the same total length of continuous contractual service, those employees shall draw to determine seniority rank for the purpose in question.
- C. In all cases of layoff, recall and vacation schedules, employees with the greatest amount of seniority shall be given preference. In the case of a layoff due to a reduction in the number of employees, the last employee hired shall be the first employee to be laid off. The Custodial Foreman shall be excluded from this seniority rule.
- D. The Board shall maintain an accurate up-to-date seniority roster showing the date on which each employee's continuous contractual service began, his classification and pay rate, and a copy of same shall be made available to the Association representative.
- E. Every vacancy for any position covered by this Agreement, and which vacancy is to be filled, shall be posted at least five (5) days before the position is filled. Posting will include the job title, classification, shift, job location, and shall be posted, in addition to other locations, on the Custodial Room Bulletin Board. Vacancies will be filled only at the board's discretion, and candidates will be selected in accordance with qualifications and seniority. The Board reserves the right at time of job vacancies to involuntarily transfer a custodial employee from one school to another.
- F. The assignment of overtime duties will be offered to employees on the basis of rotation inasmuch as time frames will permit except for emergency situations.
- G. Written job descriptions will be provided to employees. New positions or job titles must be negotiated.
- H. When maintenance positions become available, the Supervisor of Buildings & Grounds shall recommend a custodial to fill the position, providing the custodian is the "most qualified" of those in the candidates' pool.

## ARTICLE 5

### INSURANCE

- A. Employees working twenty (20) hours or more per week in a regular basis shall be provided with group health, dental and optical insurance coverage for themselves at the Board's expense. Group benefits shall be provided only in accordance with the terms of each individual plan and its rules, regulations and procedures. Registration for these insurance plans is the responsibility of the employee. Application for enrollment in the plans shall be made in the offices of the Superintendent.
- B. The Board reserves the right to change insurance carriers at any time, and the board shall maintain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

1. Health - Each such employee may also enroll his/her spouse an dependent child(ren), under the State Health Benefits Plan definition of that term, in the group health insurance coverage.

Effective July 1, 1996, the Board paid-for plan shall be the NJ Plus Plan (PPO). The Board's maximum premium contribution toward insurance for those enrolled in single coverage shall be 100% of the single premium for the traditional indemnity plan. The Board's maximum premium contribution at all other enrollment levels for the Tradition, NJ Plus, or HMO shall not exceed 100% of the NJ Plus premium at the relevant enrollment level. Employee contributions over the Board maximum shall be made through equal deductions spread over a ten-month period.

2. Dental - Effective July 1, 2004, the Board's contribution to the dental insurance premium will be equal to 50% of the annual composite premium for the Delta Dental Premier Program; effective July 1, 2005 the Board's contribution will be equal to 65% of the annual composite premium for the Delta Dental Premier Program; effective July 1, 2006, the board's contribution will be equal to 85%; and effective June 30, 2007, the Board's contribution will be equal to 100% of the annual composite premium for the Delta Dental Premier Program.

3. Optical - The Board shall provide an optical plan covering eligible employees and eligible family members. The Board maximum contribution toward any employee's optical plan shall be \$115.00 per year.

## ARTICLE 6

### WORKMEN'S COMPENSATION INSURANCE

All employees of the Board shall be provided with insurance coverage, at Board expense, for all injuries occurring in performance of the employee's regular duties, provided such injuries are promptly reported to the employee's immediate supervisor.

The Board reserves the right to change workmen's compensation carriers at any time, and the Board shall retain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

## ARTICLE 7

### VACATIONS

Twelve month non-certified personnel:

- A. The Board shall provide for ten (10) vacation days per year through the first three (3) years of employment (July 1<sup>st</sup> through June 30<sup>th</sup>). These days may be applied as they accrue at the rate of one (1) day per month through and including ten (10) full days per year.
- B. The application of vacation time as identified above commences on the first day of the month following the first full month of employment.
- C. Beginning with the fourth (4<sup>th</sup>) full year of employment, the Board shall provide fifteen (15) days of vacation per year which shall accrue at the rate of one and one-quarter (1 1/4) days per month.
- D. Upon completion of ten (10) consecutive years of employment, the Board shall provide twenty (20) days of vacation per year which shall accrue at the rate of one and two-third (1 2/3) days per month.
- E. Vacation time may be accumulated to a maximum of twenty (20) days per year, but at no time during the period of employment may accrued vacation exceed twenty (20) days except as the result of written authorization from the Superintendent.
- F. Up to one-third of annual vacation time may be taken without the required five-day notice, provided each request is approved by the Supervisor of Buildings & Grounds.

ARTICLE 8

**ANNUITIES**

The Board shall provide employees with an opportunity to select and join in an insurance program for the purpose of participating in a tax sheltered annuity.

The liability of the Board shall be solely to collect money on behalf of the program and forward it to the proper parties. The Board shall not be liable for any of the annuities' actions.

ARTICLE 9

**RETIREMENT**

The Board shall participate in the Public Employees' Retirement System and shall contribute to these systems as required by law.

ARTICLE 10

**HOLIDAYS**

Provided that they appear in the annual school calendar, approved by the Board of Education as days when school is not in session for all employees, the following shall be considered as paid holidays: New Year's Eve Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday (Lincoln's/Washington's Birthday days off shall be Monday and Tuesday whenever the Board establishes a calendar containing an energy saving week), Good Friday \*, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, and Thanksgiving Friday, Christmas Eve or the day after Christmas, and Christmas Day.

\* During the annual "spring vacation break", each member of the Custodial Association shall be granted not more than one additional day off at the discretion of the district's Supervisor of Buildings & Grounds based upon his assessment of required work completion.

Holidays falling on Saturday or Sunday will have either the previous Friday or the following Monday provided as days off. This proviso is in effect only during times when school would not be in session.

## ARTICLE 11

### **LIABILITY INSURANCE**

All employees shall be provided, at Board expense, with a liability protection policy which will afford personal liability and legal expense protection for the employee in the amount of up to \$100,000.00 per employee per year and to an aggregate of \$1,000,000.00 per year as regards actions to employee(s) in the course of their work.

The Board reserves the right to change carriers and shall endeavor to maintain a benefit level consistent with the above.

## ARTICLE 12

### **EMPLOYEE WORK SCHEDULE**

Employees shall work an eight (8) hour shift, inclusive of a one-half (1/2) hour duty-free lunch. The board may stagger lunches to accommodate its needs. In the event the employee is required to return to working duties during his/her lunch period as a cause of the foreman's or supervisor's direction, s/he shall have an extension of the lunch period equal to the time spent on assignment.

It is expressly understood that the zones of assignment and the area of cleanup responsibilities of each custodian is reasonable and practical. Custodians shall be expected to fulfill the necessary cleanup of the building within the schedule of employment hours as defined herein.

The daily work schedule will be divided into shifts. The first shift will normally run from 7:00 am to 3:00 pm. The second shift shall run from 3:00 pm to 11:00 pm. Additionally, the board reserves the right to assign custodians to a Tuesday through Saturday shift which shall have shift hours of 3:00 pm through 11:00 pm Tuesday through Friday and from 7:00 am to 3:00 pm on Saturday.

## ARTICLE 13

### **TIME OFF FOR JURY OR COURT SUBPOENA**

All Board employees shall be compensated at their full rate of pay for each day the employee's presence in Court is required by subpoena as a witness. This benefit shall not apply if the employee is a party to an action.

Employees shall be compensated at their full rate of pay for each full day that the employee is required by the Court to be in attendance on a jury. Jury duty will constitute a full work day for members of the first or second shift if they are required to appear in court that day. Proof of attendance must be provided.

## ARTICLE 14

### SICK LEAVE

It is the policy of the Board to provide twelve (12) month employees with sick leave.

- A. All twelve month employees shall be granted up to twelve (12) sick leave days per year based on one (1) day per each working month throughout each working year.
- B. Sick leave days shall be accumulative throughout the course of employment in the district and may be used for illness in subsequent years.
- C. The Board shall review any case where an employee has exceeded his/her accumulated personal illness days, and the Board may grant, on an individual case by case basis, up to an additional ten (10) days per year, which shall be provided at the employee's rate of pay, less appropriate substitute's pay, should the Board deem it appropriate.
- D. Employees shall be required to provide medical proof of illness upon request of the Superintendent.
- E. Payment for Unused Sick Leave Upon Retirement
  - 1. Employees must be eligible for and actually retire under the auspices of the P.E.R.S. system.
  - 2. In order to be eligible for said payment, the employee must give four (4) months written notice of intention to retire.
  - 3. In cases of disability, certified for the purposes of retirement, the notice provision under 2. Will be waived.
  - 4. The Board may waive the notice requirement in other cases at its own discretion. Such waiver or its denial is not grievable.
  - 5. In order to be eligible for said payment, the unused sick leave days of a retiring employee (defined in 6. below) shall be at least 50% of the available accumulated sick leave days (defined in 7. below) as modified in 8. and 9. below.
  - 6. "Unused sick leave days" is defined to mean a maximum of 180 sick leave days available to the employee at the time of retirement, including converted unused personal leave days.
  - 7. Available accumulated sick leave days" is defined to mean all sick leave days credited upon initial employment and those credited to the employee annually

under the terms of Article 14, A., B. and C. Those unused personal leave days which have been converted to accumulated sick leave days do not constitute “available accumulated sick leave days” under 6. above.

8. Employee absences of ten (10) consecutive days or more which have been certified by a physician at the time of the absence will be credited toward the total 50% but such days will not be compensated under 9. below.
  9. The eligibility of all employees hired on or after February 7, 1984, will be calculated from the date of employment.
  10. An employee who meets the terms of the above provisions shall be paid for a maximum of 180 days of unused sick leave days at the rate of fifty-five (55) dollars per day (\$55.00).
  11. Upon the death of an employee who has, at the time of death, met the terms of E5. above, the Board shall make the payment under E10 above to a designated beneficiary or to no more than two (2) designated beneficiaries in equal payments. The beneficiaries shall be the same as those listed on the employee’s pension form.
- F. With respect to the determination of sick leave utilization, a fifteen (15) minute leeway shall be used in determining actual hours worked.

## ARTICLE 15

### **EMERGENCY/PERSONAL HARDSHIP DAYS**

The Board shall provide three (3) non-accruing days per year to permit staff to attend to matters of real urgency as may relate to:

1. Serious illness in the immediate family;
2. Major business transactions that cannot be conducted other than during school hours;
3. To comply with a religious prohibition against working on a specific day;
4. To conduct matters of a personal nature for which no specific reason need be given.

Requests and approval for use of these days must process through and be approved by the Superintendent of Schools.

Death in the **immediate** family may be utilized under this category as an extension of Article 16 where more than one death occurs in that category within a contract year.

Effective July 1, 2001, unused personal leave days shall be converted each July 1<sup>st</sup> to sick leave days. Thereafter, these days are available for employee use under the terms of Article 14, B. and D. and applicable statutes and regulations.

ARTICLE 16

**FUNERAL DAYS**

The Board of Education shall provide for three (3) non-accruing days per year for attendant services as a result of death in the immediate family (spouse, child, brother, sister, parent, parents-in-law, grandparents).

ARTICLE 17

**MILITARY LEAVE**

The board supports the patriotism displayed by staff serving in active reserve status of the military services. Therefore, employees assigned to participate in training exercises of official branches of the armed services shall receive full compensation during their absence from the district for a period not to exceed two (2) weeks per contract year of employment.

A certified copy of the order for active duty must accompany each request. It is expected that employees will advise their supervisor well in advance of their departure in order that the district may schedule to its requirements. N.J.S.A. 38:23-1.

ARTICLE 18

**MISCELLANEOUS**

- A. Coffee Break - Ten (10) minutes per each half shift generally at mid point, but as scheduled by the supervisor.
- B. Clean-Up Time - To return equipment and supplies. Not intended for personal hygiene unless inordinate job requirement. The decision for clean-up shall rest with the supervisor or foreman.
- C. Tuition - The Board will agree to pay the tuition and cost of course texts/materials which could enhance an employee's performance provided:
  - 1. The course is approved by the Supervisor of Buildings & Grounds, and
  - 2. The course is taken at Pinelands Regional High School
- D. Shoes - The Board will reimburse each employee a maximum of \$85.00 per year for work shoes during the term of this contract. The shoes shall be purchased by the employee and

the employee shall provide a sales slip indicating the date of purchase, complete description of the shoe/boot and the price paid. Each employee should purchase a quality work shoe/boot that will afford proper protection.

- E. Winter Jackets. The Board shall purchase a winter jacket once every three years; jackets will not be replaced for a minimum of three (3) years.
- F. Board/Association Committee - The Board and Custodial Association agree to establish a committee to meet occasionally to discuss areas of mutual concern. Matters pertaining to grievances or negotiations shall not be the subject of these meetings.

ARTICLE 19

**DURATION**

This Agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007. This Agreement shall not be extended orally, and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

The Board representatives and the recognized employee representatives, as selected by their respective organizations, shall enter into collective negotiations concerning a successor Agreement to this one not later than November 1, 2006. Such negotiations shall begin with the complete proposals of employee representatives submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practical prior to November 1, 2006.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested by its Secretary.

PINELANDS REGIONAL CUSTODIAL ASSOCIATION

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary

PINELANDS REGIONAL BOARD OF EDUCATION

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary