

**CUSTODIANS/MAINTENANCE PERSONNEL**

**MORRIS HILLS REGIONAL DISTRICT**

**BOARD OF EDUCATION**

**AND**

**MORRIS HILLS REGIONAL**

**CUSTODIAL/MAINTENANCE ASSOCIATION**

**JULY 1, 2005**

**THROUGH**

**JUNE 30, 2008**

**ARTICLE I**

**RECOGNITION**

- A. The Board recognizes the Morris Hills Regional Custodial Association as the exclusive representative for collective negotiations for all full-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 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 Board Secretary. 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. If an employee is required to work on any of the holidays outlined in Article VII of this Agreement, he/she shall be paid at the rate of two times the employee's rate of pay. 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 "G" 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.

## **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 \$7,000.  |
| 2. | 15 - 19 years of service    | One day for every three days of accumulated sick leave; total not to exceed \$7,000. |
| 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 employees 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.

#### **C. JURY DUTY**

If an employee is called for Jury Duty, he shall be paid his regular salary. This applies to day shift employees only. Jurors dismissed from Jury Duty prior to 12:00 noon on any day must report to work for the balance of their normal shift.

**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.

**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
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- 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 CIGNA POS as described in the 2002 Cigna 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.

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. All employees hired after January 1, 2006 shall be covered under the POS. (No purchase up to PPO plan permitted) Any employee currently in the traditional/PPO plan and paying the difference between the premium of that plan and the DPP may remain in the traditional plan and continue to pay the difference. Any current employee in the traditional plan and not paying the difference may remain in such plan.

#### **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 \$2,000.00
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>2005/2006</u>	<u>2006/2007</u>	<u>2007/2008</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**  
2005-06

Step	CUST.	GNDS.	MAINT.
1	27,430	37,430	42,530
2	28,430	38,430	43,530
3	29,430	39,430	44,530
4	30,430	40,430	45,530
5	31,530	41,530	46,630
6	32,630	42,630	47,730
7	33,780	43,780	48,880
8	34,930	44,930	50,030
9	36,886	46,886	51,986
10	39,400	48,952	55,100
11	42,300	-----	-----
12	43,457	-----	-----
13	46,000	-----	-----

**CUSTODIAN/GROUNDS/MAINTENANCE SALARY GUIDE**

2006-07

Step	CUST.	GNDS	MAINT
1	29,115	39,115	44,215
2	30,115	40,115	45,215
3	31,115	41,115	46,215
4	32,115	42,115	47,215
5	33,215	43,215	48,315
6	34,315	44,315	49,415
7	35,465	45,465	50,565
8	36,615	46,615	51,715
9	38,571	48,571	53,671
10	41,085	50,637	56,785
11	43,985	-----	-----
12	45,142	-----	-----
13	47,685	-----	-----

**CUSTODIAN/GROUNDS/MAINTENANCE SALARY  
GUIDE**

2007 -08

Step	CUST.	GNDS.	MAINT.
1-2	30,890	40,890	45,890
3	31,890	41,890	46,890
4	32,890	42,890	47,890
5	33,990	43,990	48,990
6	35,090	45,090	50,090
7	36,240	46,240	51,240
8	37,813	47,813	52,813
9	39,454	49,454	54,454
10	41,166	51,166	56,166
11	42,953	52,953	57,953
12	44,817	-----	-----
13	46,762	-----	-----
14	48,785		

**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.

**CUSTODIAN-SALARY GUIDES  
Advancement / Placement Chart**

*(Read directly across the line to track advancement/placement)*

2004-05	2005-06	2006-07	2007-08
<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
	1	1	1-2
1	2	2	3
2	3	3	4
3	4	4	5
4	5	5	6
5	6	6	7
		7	8
6	8	8	9
	8	8	9
7	9	9	10
8	10	10	11
9	11	11	12
10	13	13	14
11	13	13	14

**GROUNDS/MAINTENANCE SALARY GUIDES  
Advancement / Placement Chart**

*(Read directly across the line to track advancement/placement)*

2004-05	2005-06	2006-07	2007-08
<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
	1	1	1-2
1	2	2	3
2	3	3	4
3	4	4	5
4	5	5	6
5	6	6	7
6	7	7	8
	8	8	9
7	9	9	10
8	10	10	11

## **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.

Effective for the 2006/2007 School Year

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.

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 two winter shirts, two summer 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 and employees will be reimbursed a maximum of \$75.00 every other 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.

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



**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**

**DURATION OF AGREEMENT**

- A. This agreement shall become effective July 1, 2005 and shall continue in effect until June 30, 2008 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

\_\_\_\_\_  
SECRETARY, ASSOCIATION

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