

Contract no. 1562 Final 7/1/92

APPENDIX 1713-A

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT

CUSTODIAL AND MAINTENANCE PERSONNEL

AND

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

NEGOTIATED AGREEMENT

July 1, 1992 - June 30, 1993

July 1, 1993 - June 30, 1994

The West Morris Regional High School District Custodial and Maintenance Personnel and the West Morris Regional High School District Board of Education have met and negotiated in good faith the terms and conditions of employment for the period July 1, 1992 - June 30, 1993 and July 1, 1993 - June 30, 1994 and agree to the provisions contained in this agreement. The West Morris Regional High School District Custodial and Maintenance Personnel shall be hereinafter referred to as "Custodial/Maintenance Unit."

ARTICLE 1 - AGREEMENTS

When the Board and the Custodial/Maintenance Unit reach an agreement, it shall be embodied in writing setting forth the terms and conditions of employment and signed by the authorized representatives of the Board and the Custodial/Maintenance Unit.

ARTICLE 2 - RECOGNITION

The Board recognizes the Custodial/Maintenance Unit as the majority representative for the purpose of collective bargaining in accordance with the applicable Public Laws. The Board recognizes the below listed job titles as being represented by the Association.

1. Head Custodian
2. Head Maintenance Person
3. Custodian
4. Grounds/Maintenance Person

ARTICLE 3 - GRIEVANCE PROCEDURE

The custodial/maintenance unit shall have the right to submit a grievance as defined below:

"A grievance shall be limited to alleged violations or misinterpretations of one or more terms of the contract."

In the case of grievance, the aggrieved party shall submit the grievance in writing to his/her immediate administrative superior. If the grievance is not settled within five (5) days, the aggrieved party may refer his/her written grievance to the party next in administrative responsibility. Any aggrieved party shall in the first instance present the grievance to his immediate supervisor and continue to appeal it through recognized administrative channels: Principal; Business Administrator; Superintendent.

At each step a written decision shall be rendered to the aggrieved party within five (5) working days.

If, after the level of Superintendent, the grievance remains unsolved, the Superintendent shall arrange for a meeting with the Board of Education and the Superintendent and the aggrieved party within fourteen (14) calendar days. A full written report shall be submitted to the Board of Education by the aggrieved party and by the Superintendent prior to the hearing. The Board of Education shall render its decision in writing to the aggrieved party within twenty (20) calendar days.

ARTICLE 4 - WORK DAY/OVERTIME

1. Employees shall work an eight and one-half (8 1/2) hour day, including 1/2 hour lunch, in accordance with a time schedule established by the Principal of the School.
2. Overtime shall be paid in accordance with the following:
 - a. Regular work week Monday through Friday shall be paid at a rate of one and one-half time for hours worked in excess of (8) hours worked.
 - b. Saturdays shall be paid at a rate of one and one-half time. Minimum of (4) consecutive hours. When two custodians are not assigned, alternate safety measures will be provided.
 - c. Sundays shall be paid at a rate of double time. Minimum of (4) consecutive hours. Double time for Christmas day and New Year's day.
 - d. Boiler Checks (2) hours maximum. Sundays - double time; all other days - one and one-half time.
3. The Board agrees to the payment for overtime on a twice a month basis. Employees who work 12 hours or more - on overtime - will not have any time deducted from their pay.

ARTICLE 5 - VACATION

Custodial/Maintenance Personnel will be granted vacation as listed below:

Vacations must be taken between the closing of school in June through the 15th of August, and/or during the Christmas, Winter or Spring vacation periods when the school is closed, providing proper coverage is maintained at all times as determined by the principal.

During the first year of employment, vacation days shall be accumulated at the rate of one day per month worked beginning with the third month of each employment year. All other years, day are as established below.

Vacation (cont.)

<u>Years In District</u>	<u>Vacation Days</u>
3 - 5	10
6 - 15	15
16 or more	20

Note: Any employee currently eligible to receive more vacation than allowed in the table above shall receive that level of vacation until years of service allow movement to a higher level (including employees who in year five who have accumulated the days).

ARTICLE 6 - PAID LEAVE OF ABSENCE

1. Sick leave will be granted as twelve (12) sick days per year for twelve month contract (one (1) sick day per month). The unused portion shall accumulate from year to year. New employees will earn one (1) sick day per month beginning with the first full month of employment.
2. A physician's certificate may be required when an employee returns after an absence for illness.
3. Four personal leave days per year for 12 month employees may be granted on request. Personal leave requests must be approved in advance by the Principal. Unused personal leave will accumulate with unused sick leave.
4. Custodians shall be granted up to 5 days absence with pay within seven consecutive calendar days for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law.

ARTICLE 7 - CREDIT FOR ACCUMULATED SICK LEAVE

The Board of Education will reimburse retiring custodial/maintenance staff members for accumulated sick leave in accordance with the following conditions:

Any employee who is at least age 50 and has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$50 per day for each unused sick day up to a maximum of \$6,000.

ARTICLE 8 - EVALUATION AND REDUCTION OF STAFF

1. In determining the efficiency and performance of custodial/maintenance employees, the immediate administrator or supervisor will evaluate and submit a report to the employee at least two times each school year with a copy to the Principal and Superintendent. Any unit member may write a response to any evaluation.

The Building Principal will submit a recommendation to the Superintendent and Board of Education for action.

2. In determining the custodial/maintenance employee's salary in any year, the increment, adjustment, or both for that year may be withheld for inefficiency, poor performance or other evaluation process upon the recommendation of the Principal and Superintendent and a majority vote of all members of the Board of Education.
3. When a reduction in staff is necessary, the following criteria will be considered in the decision:
 - a. Seniority in the district in the particular job classification.
 - b. Evaluation and performance.
 - c. Special needs in the district or school.

ARTICLE 9 - TRANSFER BETWEEN SCHOOLS

1. Announcement of all transfer vacancies will be made to all personnel in the West Morris District.
2. A reasonable deadline to receive applications shall be established.
3. The Superintendent will be expected to assign personnel in the best interest of the District. In so doing s\he shall give consideration to the applicant's training and seniority in the District.

ARTICLE 10 - SALARY GUIDES

1992-93

Level Custodial	Grds./Maint.	Head Cust. & Maint.
A \$22,000	\$22,900	\$27,400
B 22,500	23,700	28,400
C 23,500	24,700	29,400
D 24,500	25,700	30,400
E 25,500	26,700	31,400
F 26,500	27,700	32,400

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G	27,000	28,700	33,400
H	27,500	29,700	34,400
I	28,500	30,700	35,400
J	29,000	31,700	36,400

1993-94

Level Custodial	Grds./Maint.	Head Cust. & Maint.
A	\$22,100	\$23,300
B	23,100	24,300
C	24,100	25,300
D	25,100	26,300
E	26,100	27,300
F	27,100	28,300
G	28,100	29,300
H	28,600	30,300
I	29,100	31,300
J	30,100	32,300

2. Longevity

Longevity in the amount of \$1,000 will be added to the 10th step of the guide for all persons with ten (10) or more years of service with the district.

3. Black Seal Stipend

A stipend of \$600 will be added to the salary of each Custodial/Maintenance employee holding a valid Low Pressure Boiler License (Black Seal or higher).

4. Night Custodial Supervision

One second shift staff member will be designated as Night Custodial Supervisor in each building at an annual stipend of \$2000. The Night Custodial Supervisor's cleaning assignment will be limited to approximately 50% of the normal cleaning assignment for a night custodian.

ARTICLE 11 - Health Benefits

The Board agrees to provide medical, dental and prescription plan benefits identical to those provided to the teachers' bargaining unit with identical employee contribution schedules. The Board reserves the right to adopt other carriers providing coverage comparable to the plan in effect.

ARTICLE 12 - MISCELLANEOUS

1. Custodians and maintenance personnel will be expected to report for work when school is closed because of inclement weather.

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2. Each school will be supplied with a maximum of four sets of rain gear (i.e. rain coats, rain hats and boots) for use in inclement weather.
3. Each custodial/maintenance personnel will be provided with four uniforms per year (pants, shirts, shoes, coats). Maximum cost per employee \$250 per year. The District will provide on site ordering to facilitate the purchase of custodial uniforms.
4. Head Custodians will be expected to provide for building coverage when events are scheduled at the school.
5. Head Custodians will be expected to provide for boiler and building inspections once during every 24 hour period when the temperature is below 32 degrees F.
6. When an employee is required to operate equipment or machinery during overtime assignments, there shall be two employees assigned to the site to ensure the safety of the employee.

ARTICLE 13 - HOLIDAYS

Employees shall be granted the holidays listed below:

New Year's Eve Day
New Year's Day
The Friday before if New Year's Day falls on a Sunday
President's Day
Good Friday
Memorial Day
Independence Day
The Friday before Independence Day if it falls on a Saturday; The Monday after Independence Day if it falls on a Sunday.
The Monday before Independence Day if it falls on Tuesday
The Friday after Independence Day if it falls on Thursday
Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve Day
Christmas Day
The Monday after if Christmas falls on a Sunday.

If it is necessary and/or advantageous to schedule school on any of the designated holidays, a compensatory day will be granted in lieu of that holiday. A calendar will be distributed prior to September 1st stating the dates on which each holiday will be observed.

ARTICLE 14 - TERM OF CONTRACT

Nothing in this agreement shall be construed as granting tenure to any custodial/maintenance personnel in this school system. It is understood that all custodial/maintenance personnel are employed for a definite term in accordance with individual contracts.

DATED this 30 day of June, 1992

THE BOARD OF EDUCATION OF
THE WEST MORRIS REGIONAL HIGH SCHOOL
DISTRICT

BY: R C Durrall

ATTEST:

Samuel E. Mon, Jr.
Samuel E. Mon, Jr.

THE WEST MORRIS REGIONAL HIGH SCHOOL
DISTRICT CUSTODIAL/MAINTENANCE STAFF

Dr. Ronald Batistoni
Dr. Ronald Batistoni
Acting Superintendent

DATED this 30 day of June, 1992

BY: [Signature] Rep.
BY: [Signature] Rep.
BY: [Signature] Rep.