

Contract no. 1549

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**CUSTODIANS/MAINTENANCE PERSONNEL**  
OF STATE UNIVERSITIES

**MORRIS HILLS REGIONAL DISTRICT  
BOARD OF EDUCATION**

**AND**

**MORRIS HILLS REGIONAL DISTRICT  
CUSTODIAL ASSOCIATION**

**JULY 1, 1989 THROUGH JUNE 30, 1992**



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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 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 and references to male employees shall include female employees.

## 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 condition of employment.

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

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITION

- 1. 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.

ARTICLE III (Continued)

- STEP 2: If the grievance is not resolved in Step 1, the grievant may, within five (5) workdays of receipt of the immediate superior's answer, submit the written statement of grievance and the response to the Business Administrator. 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 Business Administrator, 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 or 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.

ARTICLE III (Continued)

C. HEARINGS, TIME LIMITS AND RIGHTS (Continued)

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.
- 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. 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.
- C. Holidays, sick days and personal days count towards the forty (40) hour work week.
- D. The shift supervisor will not be subject to the rotation system when called to duty for supervisory duties. All other overtime for the shift supervisor will be according to the rotation system.
- E. Each building head custodial supervisor will post custodial overtime opportunities and establish a seniority list among custodians for such overtime opportunities. When possible, all employees will receive three 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.
- F. Any employee called to return to work outside of his/her regular shift shall be paid for a minimum of four hours' work.
- G. Custodial/Maintenance personnel who are called in in 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 time and one-half. The regular hourly rate of pay shall be in effect from the original starting time up until an employee has worked a total of eight hours. If the employee is required to work beyond eight hours, he/she will be paid at time and one-half for all hours exceeding eight hours.

ARTICLE IV (Continued)

G. (Continued)

EXAMPLE: Employee reports to work at 4:00 A.M. and remains until 3:00 P.M.

4:00 A.M. to 7:00 A.M. - Time and one-half  
7:00 A.M. to 12:00 Noon - Straight pay  
12:00 Noon to 3:00 P.M. - Time and one-half

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.
- 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 \$6,000.
  2. 15 and more years of service - One day for every three days of accumulated sick leave; total not to exceed \$6,000.



## 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 a death of 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 days per year: One personal no-reason day and two personal days with reason.
  - a. Illness in the immediate family (spouse, son, daughter, or other relative).
  - b. Required court appearance.
  - c. Leave for an employee who is being married.
  - d. Emergency at home (loss of utilities).

Approval of personal leave for any of these reasons must be received prior to the absence except in cases of emergency. Employees must request approval on a prescribed form. In each case, a full day must be used.

2. If at the end of the school year an employee has not used his/her personal no-reason day, one day will be added to the accumulated sick leave.
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 an amount equal to the difference between his daily salary and the Jury Duty fee paid by the court (not including travel allowances, or reimbursement of expenses) for each workday he/she reports for, or performs Jury Duty. 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 the offices are open July 1 through June 30, Monday through Friday, except on the following days:

New Year's Day	NJEA Conv. Friday
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas
Labor Day	

If required to work on NJEA Convention Friday, 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.
- 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 Chief School 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 Chief School 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 physician at Urgent Care Medical Center 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.

ARTICLE IX

HEALTH & DENTAL INSURANCE

Medical coverage provided through the New Jersey State Health Benefits Plans which include full family coverage will be available for each custodian and maintenance personnel who indicates a desire to enroll. The Board of Education payment for these plans will be limited to the cost of the basic plan. Any H.M.O. plan's cost which exceeds the basic plan's cost will be paid by the employee. Workers must declare their intention to participate immediately upon employment or during the open enrollment period in January. Forms will be available in the Business Office.

Single dental insurance premium shall be paid for a single worker or family dental insurance premium shall be paid for a married person. Premiums shall be paid annually by the Board and are not to exceed the following rates:

SINGLE - Up to \$16.41 per month for 1989-90  
FAMILY - Up to \$49.98 per month for 1989-90

SINGLE - To be determined for 1990-91  
FAMILY - To be determined for 1990-91

SINGLE - To be determined for 1991-92  
FAMILY - To be determined for 1991-92

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 attached Salary Guide.
- C. All persons assigned to the Grounds Crew will be paid on the Maintenance Guide.
- D. The Night Supervisors' stipend will be:
- |          |          |          |
|----------|----------|----------|
| 1989-90  | 1990-91  | 1991-92  |
| \$1,000. | \$1,200. | \$1,500. |
- E. Head Groundsman will received a stipend of:
- |         |         |         |
|---------|---------|---------|
| 1989-90 | 1990-91 | 1991-92 |
| \$ 700. | \$ 800. | \$ 900. |
- F. Additional compensation will be paid for Fireman's License:
- |         |         |         |
|---------|---------|---------|
| 1989-90 | 1990-91 | 1991-92 |
| \$ 400. | \$ 500. | \$ 600. |
- G. Shift differential \$1,000. (any regular schedule shift beyond midnight).

ARTICLE X (Continued)

CUSTODIAN I SALARY GUIDE:

<u>Step</u>	<u>1889-90 Salary</u>	<u>1990-91 Salary</u>	<u>1991-92 Salary</u>
1	\$17,200.	\$17,900.	\$18,500.
2	18,200.	18,900.	19,500.
3	19,200.	19,900.	20,500.
4	20,200.	21,000.	21,500.
5	21,200.	22,100.	22,800.
6	22,200.	23,200.	24,400.
7	23,200.	24,800.	26,200.
8	25,200.	26,800.	28,300.

CUSTODIAN II SALARY GUIDE:

<u>Step</u>	<u>1989-90 Salary</u>	<u>1990-91 Salary</u>	<u>1991-92 Salary</u>
1	\$15,050.	\$15,900.	\$16,700.
2	16,050.	17,000.	17,900.
3	17,050.	18,100.	19,100.
4	18,050.	19,200.	20,300.
5	19,050.	20,300.	21,500.
6	20,050.	21,400.	22,700.
7	21,050.	22,500.	23,900.
8	22,050.	23,600.	25,100.

MAINTENANCE SALARY GUIDE:

<u>Step</u>	<u>1989-90 Salary</u>	<u>1990-91 Salary</u>	<u>1991-92 Salary</u>
1	\$19,300.	\$20,500.	\$22,000.
2	20,300.	21,500.	23,000.
3	21,300.	22,500.	24,000.
4	22,400.	23,500.	25,000.
5	23,600.	25,100.	26,000.
6	25,000.	26,900.	28,200.
7	26,900.	28,900.	30,500.
8	28,900.	31,000.	32,900.

LONGEVITY - A \$250 stipend is granted on the following July 1 whenever an employee completes the tenth year. An additional \$250 stipend is granted on the following July 1 whenever an employee completes the fifteenth year.

## ARTICLE XI

### DEDUCTIONS FROM SALARY

#### A. ASSOCIATION PAYROLL DUES DEDUCTION

1. 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.
2. 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

### 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 - 3 Years Employment	-	10 days vacation
4 Years Employment	-	12 days vacation
5 - 6 Years Employment	-	14 days vacation
7 - 8 Years Employment	-	15 days vacation
9 -12 Years Employment	-	17 days vacation
13-14 Years Employment	-	19 days vacation
15 Years Employment	-	20 days vacation

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

Custodians shall take their 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 men will be permitted to take vacation during any one week.

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

ARTICLE XIII

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 XIV

MISCELLANEOUS

A. ASSIGNED DUTIES

Any employee represented by this association shall not be requested or required to supervise or in 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 for each school.

E. Custodial/Maintenance personnel shall be provided with two winter shirts, two summer 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.

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 gives 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.

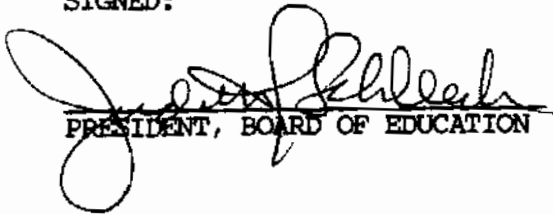
G. By December, 1989, a committee composed of administrators and maintenance/custodians shall propose a district inservice plan to provide job-related training for custodial/maintenance employees.

ARTICLE XV

DURATION OF AGREEMENT

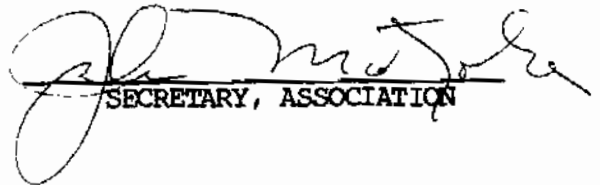
- A. This agreement shall become effective July 1, 1989 and shall continue in effect until June 30, 1992, subject to the Board's and association's rights to negotiate over a successor agreement as provided in Article II.
- B. In witness whereof, the parties hereto have caused this agreement to be signed by their respective Presidents and attested by their Secretaries.

SIGNED:

  
PRESIDENT, BOARD OF EDUCATION

  
SECRETARY, BOARD OF EDUCATION

  
PRESIDENT, ASSOCIATION

  
SECRETARY, ASSOCIATION