

(CUSTODIANS/MAINTENANCE PERSONNEL)

THE MORRIS HILLS REGIONAL DISTRICT

BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT

CUSTODIAL ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

JUL 12 1983

RUTGERS UNIVERSITY

X JULY 1, 1983 TO JUNE 30, 1985



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, MATRON AND MAINTENANCE, 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, MATRON 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 CONDITIONS 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 SUPERIOR 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 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) WORK DAYS 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.

ARTICLE III (Continued)

C. HEARINGS, TIME LIMITS AND RIGHTS (cont'd.)

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 OF THE PROCEDURE.
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.

ARTICLE IV

DAILY WORK SCHEDULE AND OVERTIME

- A. EMPLOYEES WILL WORK A FORTY (40) HOUR WEEK WITH ONE-HALF HOUR (1/2) LUNCH PERIOD PER DAY.
- B. OVERTIME SHALL BE PAID AT THE RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE EMPLOYEE'S HOURLY RATE OF PAY FOR ALL TIME WORKED IN EXCESS OF A FORTY (40) HOUR WORK WEEK.
- C. HOLIDAYS, SICK DAYS AND PERSONNEL 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 OVERTIME OPPORTUNITIES AND ESTABLISH A SENIORITY LIST FOR SUCH OVERTIME OPPORTUNITIES. EMPLOYEES WILL VOLUNTEER FOR OVERTIME IN THEIR ORDER ON THIS LIST. EMPLOYEES MAY BE ASSIGNED TO OVERTIME IF NO OTHER EMPLOYEE VOLUNTEERS.
- F. ANY EMPLOYEE CALLED TO RETURN TO WORK OUTSIDE OF HIS REGULAR SHIFT SHALL BE PAID FOR A MINIMUM OF TWO (2) HOURS WORK.

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 ONE SCHOOL YEAR THE UNUSED DAYS WILL THEN BE ACCUMULATED.
- B. THE ADMINISTRATION MAY REQUIRE A DOCTOR'S CERTIFICATE COVERING ANY SICK LEAVE CLAIMED.
- C. AN EMPLOYEE MUST FOLLOW ESTABLISHED CALL IN PROCEDURES WHENEVER HE IS UNABLE TO REPORT FOR WORK.

- D. IN THE CASE OF SUDDEN ILLNESS AT WORK, AND IT IS NECESSARY FOR AN EMPLOYEE TO LEAVE AFTER THE MIDPOINT OF THE WORK DAY THE EMPLOYEE WILL BE CHARGED ONE-HALF (1/2) DAY SICK LEAVE.

ARTICLE VI

LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

UPON APPROVAL OF THE CHIEF SCHOOL ADMINISTRATOR, UP TO A MAXIMUM OF THREE DAYS PER BEREAVEMENT (NON-CUMULATIVE), FOR A DEATH OF SPOUSE OR NEAR RELATIVE, (PARENTS, CHILDREN, BROTHERS, SISTERS, MEMBER OF IMMEDIATE HOUSEHOLD, AND GRAND-PARENTS OF EMPLOYEE OR SPOUSE.) ONE DAY WILL BE ALLOWED FOR RELATIVES OTHER THAN THOSE LISTED ABOVE. FOR CHILDREN OR SPOUSE AN ADDITIONAL TWO DAYS MAY BE GRANTED WHENEVER YOU ARE RESPONSIBLE FOR POSTMORTEN ARRANGEMENTS.

B. PERSONAL LEAVE

1. A MAXIMUM OF THREE (3) DAYS PER YEAR (NONCUMULATIVE) - ONE (1) NO REASON DAY AND TWO (2) 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.

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. 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. PAID HOLIDAYS FOR THE DURATION OF THIS AGREEMENT ARE:

NEW YEAR'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
THANKSGIVING FRIDAY
CHRISTMAS

THE BOARD WILL DESIGNATE FOUR (4) ADDITIONAL HOLIDAYS WITH THE ADOPTION OF THE SCHOOL CALENDAR. THE DATES SHALL BE ANNOUNCED TO THE CUSTODIAL/MAINTENANCE PERSONNEL BY JUNE 1 OR WITHIN A MONTH AFTER THE ADOPTION OF THE CALENDAR, WHICHEVER COMES FIRST.

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 THE 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 ABLE. ACCIDENT FORMS ARE AVAILABLE AT THE FOLLOWING LOCATIONS:

SCHOOL NURSE

PRINCIPAL'S OFFICE

BUSINESS OFFICE

ARTICLE IX

MEDICAL BENEFITS

FULL FAMILY HOSPITALIZATION, SURGICAL AND MAJOR MEDICAL COVERAGE FOR ALL FULL-TIME EMPLOYEES WILL BE PROVIDED BY THE BOARD OF EDUCATION.

HOSPITALIZATION PLAN SHALL BE THE BLUE CROSS/BLUE SHIELD 750 PLAN, OR COMPARABLE.

DENTAL INSURANCE COVERAGE: THE BOARD SHALL PAY THE PREMIUM FOR SINGLE CUSTODIAL/MAINTENANCE WORKER COVERAGE AND FAMILY COVERAGE FOR THE 1983/84 and 1984/85 CONTRACT YEARS. THE RATES ARE AS FOLLOWS:

SINGLE: \$ 6.99 (PER MONTH)

FAMILY: 23.11 (PER MONTH)

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.

ARTICLE X (CONTINUED)

CUSTODIAN SALARY GUIDE

STEP	1983/84 (9.6%)	1984/85 (8%)
1	\$10,600	\$11,000
2	11,205	11,448
3	11,560	12,102
4	12,044	12,485
5	12,445	13,008
6	12,861	13,441
7	13,296	13,890
8	13,690	14,360
9	14,126	14,785
10	14,533	15,256
LONGEVITY	15,858	15,696
		17,127

MATRON SALARY GUIDE

1	\$ 9,000	9,300
2	9,728	9,720
3	10,284	10,506
4	10,773	11,107
5	10,940	11,635
6	11,308	11,815
7	11,744	12,213
8	12,646	12,684
9	12,748	13,658
10	13,141	13,768
LONGEVITY	14,453	14,193
		15,610

GENERAL MAINTENANCE SALARY GUIDE

1	\$12,000	\$12,300
2	12,887	12,960
3	13,624	13,918
4	14,274	14,714
5	14,755	15,416
6	15,223	15,936
7	15,524	16,441
8	16,093	16,766
9	16,393	17,381
10	16,996	17,705
LONGEVITY	18,301	18,356
		19,765

LONGEVITY - A \$250 Stipend is granted whenever an employee completes the tenth year. At the start of the eleventh year, the employee will receive said stipend.

ARTICLE X (CONTINUED)

ELECTRICIAN/PLUMBER SALARY GUIDE (LICENSED)

STEP	1983/84 (9.6%)	1984/85 (8%)
1	\$14,300	\$14,600
2	15,347	15,444
3	16,223	16,575
4	16,996	17,521
5	17,397	18,356
6	17,798	18,789
7	18,535	19,222
8	19,203	20,018
9	17,105	20,740
10	20,375	21,319
LONGEVITY	21,880	22,005
		23,631

LONGEVITY - A \$250 stipend is granted whenever an employee completes his tenth year. At the start of the eleventh year, the employee will receive said stipend.

C. ADDITIONAL COMPENSATION WILL BE PAID TO THE FOLLOWING:

NIGHT SHIFT SUPERVISOR	\$535
FIREMAN'S LICENSE	\$215
GROUND CREW DIFFERENTIAL	\$215
SHIFT DIFFERENTIAL (11:00 P.M. TO 7:00 A.M.)	25¢ PER HOUR ADDITIONAL

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, N.J. PUBLIC LAWS OF 1969 (NJSA 52:14-15.9e) AND UNDER RULES ESTABLISHED BY THE STATE DEPARTMENT OF EDUCATION. SAID MONIES 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 MONIES 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. JULY 1 SHALL BE THE INITIAL DATE FOR COMPUTING THE VACATION ELIGIBILITY.

UNDER 6 MONTHS	0 DAYS
6 MONTHS TO 1 YEAR	5 DAYS
1 YEAR TO 5 YEARS	10 DAYS
6 YEARS	11 DAYS
7 YEARS	12 DAYS
8 YEARS	13 DAYS
9 YEARS	14 DAYS
10 YEARS	15 DAYS
11 YEARS	16 DAYS
12 YEARS	17 DAYS
13 YEARS	18 DAYS
14 YEARS	19 DAYS
15 YEARS	20 DAYS

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 INTER-SCHOOL MAIL AND USE OF THE BUILDINGS FOR MEETINGS. THE ASSOCIATION SHALL RECEIVE PRIOR APPROVAL FROM THE CHIEF SCHOOL ADMINISTRATOR OR HIS DESIGNEE.

ARTICLE XV

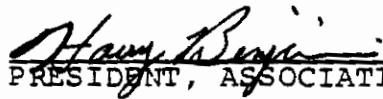
DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1983 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1985 SUBJECT TO THE BOARD'S AND ASSOCIATION'S RIGHT 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

