

4-3182

14-99

CUSTODIANS

AN AGREEMENT

BETWEEN

THE MORRIS HILLS REGIONAL DISTRICT  
BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT  
CUSTODIAL ASSOCIATION

7/1/79-6/30/81

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ARTICLE I  
RECOGNITION

- A. THE BOARD RECOGNIZES THE MORRIS HILLS REGIONAL DISTRICT CUSTODIAL ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE NEGOTIATIONS FOR ALL FULL-TIME CUSTODIAL, MATRON AND MAINTENANCE, EXCLUDING SUPERVISORY PERSONNEL 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 AGREES 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) 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 SUPERINTENDENT 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.

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.

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 PRESENT TO ATTEND. SUCH HEARINGS SHALL BE CONDUCTED DURING NON-WORKING HOURS.

ARTICLE III (Continued)

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 PRESENTED 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 THEY ARE UNABLE TO REPORT FOR WORK.

D. ILLNESS CAUSING AN EMPLOYEE TO LEAVE WITHIN THE FIRST FOUR (4) HOURS OF YOUR WORK DAY WILL BE CHARGED AS A FULL DAY OF ABSENCE.

E. 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 SUPERINTENDENT, 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 GRANDPARENTS 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 POSTMORTEM ARRANGEMENTS.

B. PERSONAL LEAVE

1. A MAXIMUM OF TWO (2) DAYS PER YEAR (NONCUMULATIVE) - ONE (1) NO-REASON DAY AND ONE (1) DAY 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. EMPLOYEE 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 SUPERINTENDENT, 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 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  
COLUMBUS DAY  
VETERANS' DAY  
THANKSGIVING DAY  
THANKSGIVING FRIDAY  
CHRISTMAS  
LINCOLN'S BIRTHDAY  
PRESIDENT'S DAY (WASHINGTON)

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 SUPERINTENDENT'S OFFICE 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 SUPERINTENDENT 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.

ARTICLE X

SALARY

A. JOB EVALUATION

AN EMPLOYEE'S SATISFACTORY EVALUATION WILL PERMIT HIM TO MOVE TO THE NEXT STEP OF THE SALARY GUIDE IF APPLICABLE. IF AN EMPLOYEE'S EVALUATION IS LESS THAN SATISFACTORY HE 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.

ARTICLE X (Continued)

CUSTODIAN SALARY GUIDE

<u>STEP</u>	<u>1979-80</u>	<u>1980-81</u>
1	\$8,800	\$9,000
2	9,110	9,300
3	9,425	9,610
4	9,730	9,935
5	10,040	10,230
6	10,350	10,555
7	10,650	10,860
8	10,940	11,160
9	11,270	11,490
10		11,850

MATRON SALARY GUIDE

<u>STEP</u>	<u>1979-80</u>	<u>1980-81</u>
1	\$7,900	\$8,050
2	8,100	8,175
3	8,300	8,450
4	8,600	8,775
5	9,150	9,450
6	9,400	9,525
7	9,700	9,820
8	10,000	10,125
9	10,300	10,500
10	10,600	10,800

GENERAL MAINTENANCE SALARY GUIDE

<u>STEP</u>	<u>1979-80</u>	<u>1980-81</u>
1	\$10,400	\$10,665
2	10,800	11,025
3	11,190	11,375
4	11,475	11,600
5	11,800	12,025
6	12,100	12,250
7	12,500	12,700
8	12,850	12,950
9	13,250	13,300
10	13,550	13,675

ARTICLE X (Continued)

ELECTRICIAN/PLUMBER SALARY GUIDE (LICENSED)

<u>STEP</u>	<u>1979-80</u>	<u>1980-81</u>
1	\$12,400	\$12,700
2	12,700	13,000
3	13,000	13,300
4	13,600	13,850
5	14,100	14,350
6	14,500	14,750
7	14,925	15,225
8	15,350	15,550
9	15,750	16,000
10	16,050	16,350

C. ADDITIONAL COMPENSATION WILL BE PAID TO THE FOLLOWING:

DAY SHIFT SUPERVISOR	\$800
NIGHT SHIFT SUPERVISOR	535
FIREMAN'S LICENSE	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 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 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.

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 DOZEN EXTRA COPIES TO THE ASSOCIATION.

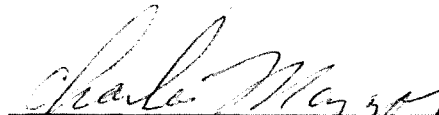
ARTICLE XV

DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1979 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1981, SUBJECT TO THE BOARD'S AND ASSOCIATION 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

8/16/79