

Contract no. 1292

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AGREEMENT

between

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL

AND

NORTHERN HIGHLANDS CUSTODIAL ASSOCIATION

JULY 1, 1990 - JUNE 30, 1993

ARTICLE I - RECOGNITION

The Board of Education of Northern Highlands Regional High School recognizes the Northern Highlands Custodial Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all custodian and maintenance personnel, cafeteria workers and bus drivers, whether under contract, on leave or on a per diem basis, but excluding the Supervisor of Buildings and Grounds, the Cafeteria Director and all other supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations of a successor agreement shall commence prior to February 1, during the school year immediately preceding the school year when the contract expires. This instrument shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Employee

As used in this Agreement "employee" shall mean anyone employed by the Board as custodial or maintenance help.

2. Grievance

A "grievance" is a claimed violation, misapplication, or misinterpretation of this Agreement, or of policies or administrative decisions adversely affecting the terms and conditions of employment of employees. However, a grievance shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act.

3. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

4. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PROCEDURE

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing.

2. A grievance will be waived and barred and outside the jurisdiction of an arbitrator if it is not filed within twenty (20) work days of the event upon which it is based or within twenty (20) work days of the time the aggrieved person or the Association knew or should have known of the event.

3. Level One - Immediate Supervisor

The aggrieved person shall submit his grievance, in writing, to their Immediate Supervisor, within the time limit in paragraph 2 above, setting forth

- a. the act or omission giving rise to the grievance,
- b. the contractual or other basis of the grievance,
- c. the remedy requested.

The Immediate Supervisor will render a decision in writing within ten (10) workdays of his receipt of the grievance. All parties to the grievance are encouraged to attempt to resolve the matter informally prior to this written submission.

4. Level Two - Superintendent or his Designee

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Supervisor, he may, within five (5) workdays after a decision by the Supervisor, or within fifteen (15) workdays after the grievance was delivered to the Supervisor, whichever is sooner, he may submit the grievance in writing to the Superintendent or his designee.

The Superintendent or his designee will render a decision in writing within ten (10) workdays of his receipt of the grievance. All parties to the grievance are urged to attempt to resolve the matter informally prior to this submission.

5. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may within five (5) workdays after a decision by the Superintendent or fifteen (15) workdays after the grievance was delivered to the Superintendent, whichever is soon, he may submit the grievance in writing to the Board of Education.
- b. Within twenty (20) workdays after such submission, the Board will render its decision.

6. Level Four - Arbitration

- a. Grievances based solely on a claimed violation, misinterpretation or misapplication of the express written terms of this agreement may be submitted to arbitration. If the aggrieved person and the Association are dissatisfied with the disposition of the grievance at Level Three, and if the grievance is based upon the Contract, the Association may, within 10 workdays of receipt of the decision, or, if no decision has been rendered, within 30 work days of submission of the grievance to the Board, present a demand for arbitration.
- b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be advisory only to the Board and the Association.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board, or any member of the Association, or by any member of the administration or by the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. MISCELLANEOUS

1. Written Decisions

All decisions at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved person and to the Association.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV-SALARIES

The salaries of those covered by this Agreement are attached in Exhibit A.

ARTICLE V - TEMPORARY ABSENCE

A. ANNUAL ALLOWANCE FOR PERSONAL ILLNESS

A full-time employee may be absent from school, due to personal illness, in accordance with the following provisions:

1. He/She shall be granted a maximum of twelve (12) days for twelve (12) month employees and ten (10) days for ten (10) month employees sick leave per year, which shall be cumulative.
2. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
 - a. A full-time employee is rendering consecutive service as long as he or the Board of Education does not officially terminate his contract. A leave of absence, as granted by the Board, does not constitute an interruption of service.
3. A record kept in the office of the Superintendent or his designee shall determine the number of accumulated days. An accounting of accumulated sick days shall be provided to each employee by September 30th of the next school year.
4. In case of absence of ten (10) school days or more, a written certificate of fitness from the attending physician will be required upon return to service.
5. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
6. Employees who are absent because of personal illness for a period of more than three (3) consecutive days shall file with the Superintendent a certificate from their physician attesting to the illness and necessity for the absence. Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

B. ANNUAL ALLOWANCE FOR DEATH OR CRITICAL ILLNESS WITHIN IMMEDIATE FAMILY

1. In addition to leave for personal illness as defined above, an employee may be allowed a maximum of five (5) school days in any one year with full pay because of death or critical illness within the immediate family.
 - a. Critical - shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue as determined by the Superintendent.
 - b. Immediate - shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, and any other relative making his or her home with the employee's family.
2. In case of death of a relative of the second degree, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.
 - a. Relative of the second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law, and sister-in-law.
3. Application for use of the allowances under 1 and 2 must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his approval.

C. OTHER ABSENCES

In addition to the above, absence may be allowed with or without pay up to three (3) days, at the discretion of the Superintendent. Absences for greater periods will be considered by the Board on recommendation of the Superintendent. Application for use of the allowances must be made in writing to the Superintendent prior to the time of the absence or no later than one (1) day following the absence.

In circumstances where the purpose for the leave is especially personal, the application may be completed without a stated reason. The reason must then be provided orally to the superintendent for his approval.

D. PHYSICAL DISABILITY RELATED TO PREGNANCY AND CHILDBIRTH

Employees who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulate sick leave for twenty (20) working days before the anticipated date of birth and twenty (20) working days after actual date of birth. Additional use of sick leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth, and postpartum recovery. The employee shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days. Employees who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.

E. CHILD CARE LEAVE

- a. The Board will grant a child care leave of absence without pay to an employee, upon written request, to care for a newborn or newly adopted child. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 6 above, or at such other date as may be agreed upon between the employee and the Board, and all such leaves will end at the end of the current school year. An employee may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.
- b. Employees on child care leave will notify the Board Secretary/Business Administrator of their intention to return to active status not later than April 1.
- c. Upon return from child care leave, an employee will be placed in the same position or an equivalent position to the one she occupied prior to the leave, at no loss of pay.

ARTICLE VI - EMPLOYEE BENEFITS

A. PAID HOLIDAYS

The following are paid holidays for 12 month employees:

- | | |
|------------------------|-------------------------|
| Independence Day | Christmas Eve. |
| Labor Day | Christmas Day |
| *Columbus Day | New Year's Eve. |
| *Veteran's Day | New Year's Day |
| Thanksgiving Day | *Martin Luther King Day |
| Day after Thanksgiving | *Washington's Birthday |
| **NJEA Convention | *Good Friday |
| | Memorial Day |

*In the event that school is in session on these days, employees will work but be given another day off in lieu of each Holiday worked.

**Two (2) members can attend for 1 day each, 1 member for both days.

B. VACATION POLICY

12 Month employees shall be entitled to vacation under the provision of the following policy:

after 2 months-12 months-1 day per mo., up to 10 days	7+ years 17 days
1 year - 5 years	- 10 days 8+ years 18 days
5+ years	- 15 days 9+ years 19 days
6+ years	- 16 days 10 years 20 days

The vacation earning period shall be July 1 through June 30. Employees may request vacation to be taken at any time during the year after it is earned. Requested vacation periods will be subject to approval by the administration.

C. LENGTH OF INDIVIDUAL EMPLOYMENT CONTRACTS

1. All individual employee contracts are to be written for a one-year period.
2. All contracts shall contain a fifteen (15) day notice of termination clause.

D. MEDICAL PLAN

The Board of Education will provide a medical plan for its employees. This plan will provide for hospital, medical and physician benefits and will include major medical coverage. The premiums for employees and dependents will be paid by the Board of Education. The present medical plan is described in detail in the information booklet and insurance policy date 12/87 and issued to employees and on file in the Board Secretary's office.

DENTAL INSURANCE

The Board of Education will provide dental insurance for its employees. The premiums for employees and dependents will be paid by the Board of Education. The dental plan is described in detail in the information booklet and insurance policy issued to employees and on file in the Board Secretary's office.

E. UNIFORMS AND SAFETY SHOES

Custodian and maintenance employees shall be supplied three (3) uniforms each year, which will be worn at all times while on duty.

Safety shoes - custodian and maintenance employees will be reimbursed up to \$75 each school year upon receipt to the Board Office and must be worn while on duty.

Cafeteria employees will be reimbursed up to \$100 each school year upon receipt to the Board Office for work uniforms and shoes and must be worn while on duty.

F. FOUL WEATHER GEAR

Winter jackets and boots (5 each) will be kept in the school for use by custodians in snow removal and other outdoor cold/inclement weather work.

G. PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT

- a. Effective 7/1/87, upon retirement from service under the rules of PERS, employees with at least ten (10) years of service in Northern Highlands will be reimbursed for all accumulated sick leave days at the rate of \$30 per day, to a maximum total payment of \$3,600.

Employees claiming reimbursement under the provision must notify the Board Secretary of their intention to retire no later than three months prior to retirement. Payment will be made to the retiree according to the following schedule at the option of the retiring employee:

1. All on or about July 15
2. All on or about the following January 1
3. Half on each of the above dates

- b. Payment for Unused Sick Leave Upon Reduction-In-Force.

Employees who have served a minimum of 5 years in the District, will be reimbursed for all accumulated sick leave days at the rate of \$25.00 per day to a maximum of \$1,500. Payment will be made when leaving employment.

- c. In the event of the death of an employee with at least ten (10) years of service in Northern Highlands prior to severance of employment, the estate will be paid for all accumulated sick leave days, at the rate of \$30 per day, to a maximum total of \$3,600.
- d. Part time employees are to be prorated at 75% of the above rates.

ARTICLE VII - OVERTIME

- A. All employees shall be paid at the rate of time and one half for all work authorized beyond the normal work day. In computing work time, holidays and vacation days will be counted as days worked.
- B. All employees will be paid at the rate of double time for all work performed on Sundays and holidays listed in ARTICLE VI A, except for those marked with asterisks.
- C. Overtime pay shall be paid in the next pay period following that period in which the overtime was worked.
- D. Employees who are called in to work at times not contiguous to their normal shifts shall be guaranteed not less than three hours work, or, if the work assigned be less than three hours, they shall receive three hours pay.

E. WORK DAY

1. The Immediate Supervisor shall determine a work schedule for each employee which will remain in effect, except for emergencies, until changed by the Supervisor.
2. Notification of a change in the regular work hours of an employee for any extended period shall be given to the employee at least one week in advance of the effective date of change.

F. OVERTIME FOR SATURDAY AND SUNDAY ACTIVITIES

Saturday and Sunday activities shall be posted on the custodian's bulletin board at least five (5) school days prior to the overtime.

G. OVERTIME LIST

A list of employees will be compiled for overtime work at the beginning of each month, for that month. Each person will have an opportunity to work such overtime if and only if his name appears on the sign-up list. Each person will have a turn before he is asked again. The Immediate Supervisor will keep a copy of the list and a list will remain on the bulletin board. It will be the responsibility of the Immediate Supervisor to make sure that the schedule is followed according to the contract.

In the event that the number of employees required for overtime work accepting such work is insufficient, employees may be assigned to work overtime.

ARTICLE VIII - REDUCTION IN FORCE

In the event of a layoff or abolition of position, the least senior employee in the job category of the abolished position will be separated from employment in the District, and will be placed on a preferred eligible list in that category.

In the event of a subsequent vacancy, within 12 months of the layoff, the senior employee on the preferred eligible list will be offered re-employment in the vacated position. Should the person refuse re-employment their name will be removed from the list.

For purposes of this article, seniority will be defined as the length of continuous employment in Northern Highlands. Period of extended unpaid leaves of absence will not count as employment time for seniority, but will not be considered as interrupting continuous employment.

ARTICLE IX - POSTING OF VACANCIES AND PROMOTIONS

- A. Notice of all vacancies and newly created positions in the school district shall be posted within five (5) school days of the vacancy.
- B. A copy of all such notices of vacancies shall also be given to the Association President. The notice shall clearly state:
 - 1. The qualifications for the position
 - 2. Its duties
 - 3. The rate of compensation

ARTICLE X - EMPLOYEE PERFORMANCE EVALUATION

Employee performance shall be regularly evaluated by the Maintenance Supervisor or a representative of the Board, but no less than once per year. Evaluation reports shall be made openly in and writing. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation. Employees shall be rated. If rated unsatisfactory by the supervisory staff, the staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluation and receive once again a written evaluation. Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation. The employee shall acknowledge that he has read such material by affirming his signature on the copy to be filed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees or disagrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed. The employee has the right to make written comments on the evaluation form.

ARTICLE XI - MISCELLANEOUS

A. 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.

B. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by the Agreement.

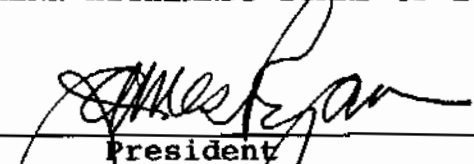
ARTICLE XII - DURATION OF AGREEMENT

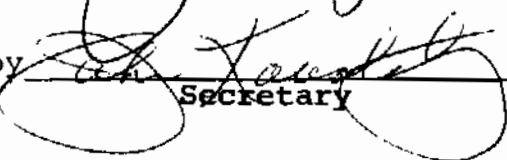
A. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. STATUS OF INCORPORATION

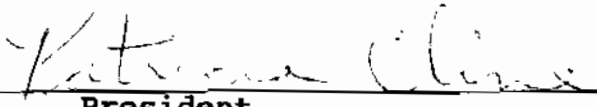
In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year below written.

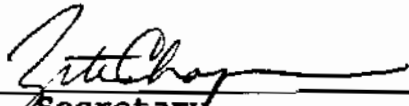
NORTHERN HIGHLANDS BOARD OF EDUCATION

by 
President

by 
Secretary

NORTHERN HIGHLANDS CUSTODIAL ASSOCIATION

by 
President

by 
Secretary

Date: _____

EXHIBIT A

CUSTODIAL SALARY GUIDE

<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
0	\$19,173	\$21,073	\$23,073
1	20,873	22,773	24,773
2	21,601	23,501	25,501
3	22,320	24,220	26,220
4	23,072	24,972	26,972
5	23,809	25,709	27,709
6	24,547	26,447	28,447
7	25,285	27,185	29,185
8	25,892	27,792	29,792

Notes:

1. All custodians will be placed on the same numbered step during the life of the contract.
2. Custodians will receive an additional \$400 per year if they have a boiler license (Black Seal).
3. Custodians will receive an additional \$100 per year if they have a bus drivers license.
4. Longevity - Custodians who have served five (5) consecutive years as a custodian in the Northern Highlands School District will receive an additional \$500 above the salary guide. Each additional five (5) years of consecutive service the custodian will receive an additional \$500.

EXHIBIT A (cont.)

CAFETERIA SALARY GUIDE

<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1	6.00	6.50	7.00
2	6.25	6.75	7.25
3	6.50	7.00	7.50
4	6.75	7.25	7.75
5	7.00	7.50	8.00
6	7.25	7.75	8.25
7	7.50	8.00	8.50
8	7.75	8.25	8.75
9	8.00	8.50	9.00
10	8.25	8.75	9.25
11	8.50	9.00	9.50
12	8.75	9.25	9.75
13	9.00	9.50	10.00

Notes:

1. Initial placement on the guide for Cafeteria Employees is to be on the nearest step for 1990-91 after their 1989-90 hourly rate is improved by \$.75.
2. Cafeteria employees will receive an additional \$100 per year if they have an American Dietary Certificate.
3. Longevity - Cafeteria employees who have served five (5) consecutive years in the Northern Highlands School District will receive an additional \$.10 per hour above the salary guide. Each additional five (5) years of consecutive service, the cafeteria employee will receive an additional \$.10 per hour.
4. To determine a cafeteria employees yearly salary, multiply the hourly rate times the number of hours in their work day times 185.

EXHIBIT A (cont.)

BUS DRIVER SALARY GUIDE

<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
\$20,400	\$21,800	\$23,800

Notes:

1. Longevity - Bus Drivers who have served five (5) consecutive years as a bus driver in the Northern Highlands School District will receive an additional \$500 above the salary guide. Each additional five (5) years of service the bus driver will receive an additional \$500.