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AGREEMENT

PATERSON BOARD OF EDUCATION

and

PATERSON SCHOOL CUSTODIAL AND  
MAINTENANCE ASSOCIATION

1973 - 1974

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This Agreement is entered into between the Paterson Board of Education, hereinafter referred to as the "Board", and the Paterson School Custodial and Maintenance Association, hereinafter referred to as the "Association".

#### PREAMBLE

Chapter 203, of the Public Laws of 1968, has altered the relationship between the employers and employees throughout all levels of government. As the duly recognized negotiating agent for all maintenance and custodial personnel, including supervisors and non-supervisors, we hereby agree as follows:-

#### ARTICLE I

##### Personal Days:

All Association personnel shall be granted, effective July 1, 1973 one personal leave day during any one school year. Notification of the request for such leave shall be given five days in advance, except in cases of emergency, when notice may be given as soon as possible. Prior approval is not required for this day. Upon application, and with no loss of pay, employees shall receive a day off to celebrate Crispus Attucks Day, and the birthday of Martin Luther King.

ARTICLE II

Changes in Working Conditions:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, the Association and the Board agree to meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

ARTICLE III

Negotiation Procedure:

The Board and the Association agree that they shall meet no later than December 1st of the preceeding calendar year in which this agreement expires to commence negotiations for the successor contract.

The Board, or its representatives, and the Association or its representatives, shall be empowered to negotiate pending ratification by the whole Board and the members of the Association.

Should a mutually acceptable amendment to this agreement be negotiated, it shall be reduced to writing and signed by the Board and the Association.

ARTICLE IV

Board Policies:

All policies and procedures of the Board, regulating the terms and conditions of employment of Association personnel, not covered in this contract shall continue in effect, and their exclusion from this contract in no way detracts from the Association's right to negotiate over them in the future.

ARTICLE V

Personnel Roster:

The Board shall make available to the Association the names of all Association personnel along with their school assignments plus their home addresses and phone numbers.

ARTICLE VI

Grievance Procedure:

A. Grievance definition: A grievance shall mean a complaint by a member of the Association, or a group of Association members, or the Association, that there has been an inequitable interpretation application or violation of policy, agreements, or administrative decision effecting him or them.

B. Nothing in this procedure shall be construed in limiting the rights of employees to discuss any grievance informally

and have it solved without the involvement of the Association, provided that its adjustment is not inconsistent with the terms and conditions of employment.

C. A grievance to be instituted under this procedure must be initiated within sixty (60) days of the event or within sixty (60) days of the employee's or Association's knowledge of the event.

D. Procedure:

Level I:

- a. The employee shall initially present his complaint to his immediate superior with the objective of resolving the grievance informally through discussion.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within three calendar days, he shall present his complaint in writing to his immediate superior.
- c. The immediate superior shall communicate his decision to the employee within five calendar days of the receipt of the written complaint.

Level II:

- a. In the event that the grievance remains unsolved, or is not resolved to the satisfaction of the employee, he may submit the grievance, along with the decision of the immediate superior, in writing, to the supervisor directly over his immediate superior.
- b. This supervisor shall meet with the employee within a period of five calendar days from the date of his submission of the written complaint.
- c. Following this meeting, this supervisor shall render a written decision within five calendar days regarding the employee's grievance.

Level III:

- a. In the event the employee is still dissatisfied with the response, he may proceed at this level to the next higher authority, which may be the Board of

Level III: continued

Education or the Board Secretary. His grievance shall be submitted in writing, and within five calendar days, either the Board Secretary or the Board shall meet with the employee to hear his complaint. Within ten calendar days after the employee's submission of the grievance, the Secretary or the Board shall render a written decision regarding the grievance.

Level IV:

In the event that the party or parties are unable to resolve the grievance after proceeding through the channels herein set forth, the said grievance may be submitted to the Association for its recommendation or lack of recommendation on submitting it to arbitration. Within five calendar days after submission of the grievance to the Association, the Association shall notify the aggrieved that they will support or not support his grievance.

If the Association does not support the employee's grievance, he may continue on his own according to the procedure described herein.



Level V:

If the Association supports the grievance, a mutual request from the Board and the Association shall be submitted to the Executive Director of the New Jersey Public Employment Relations Commission, who will be asked to name an arbitrator according to the Commission rules and regulations. The decision of the arbitrator shall be final and binding on matters pertaining to the language of the contract and advisory over other grievances. Costs of arbitration shall be shared jointly by the Board and the Association.

ARTICLE VII

Vacations:

Full time Association personnel shall be granted annual vacation leave in accordance with the following regulations:

1. Full time custodial employees having less than three months service prior to July 1 shall not be entitled to vacation with pay.
2. Full time custodial employees with more than three months service prior to July 1 and up to one year of service shall be entitled to one week's vacation with full pay.

3. Full time custodial employees with service of more than one year prior to July 1 and up to and not exceeding three years, shall be entitled to two weeks vacation with full pay.
4. All other full time custodial employees having three or more years of service prior to July 1 shall receive three weeks vacation with full pay. Personnel with ten or more years experience in the Paterson school system shall be entitled to four weeks annual vacation.
5. Vacation period for custodial employees shall begin on July 1st of each year and must terminate on or before August 15th of each year.
6. The Supervisor of Custodial Maintenance shall submit to the Secretary of the Board of Education a vacation schedule covering all custodial employees.
7. It shall be the duty and responsibility of the Supervisor of Custodial Maintenance to arrange the vacation schedule in such manner that all schools will be adequately covered by custodians during the vacation periods.

ARTICLE VIII

Uniforms:

The Board agrees to give each employee covered by this Agreement a yearly uniform allowance of Fifty Dollars (\$50.00) beginning July 1, 1973. However, for the term of this Agreement, the Board shall give to each employee covered by this Agreement the sum of Twenty-five Dollars (\$25.00) on January 1, 1974 as the uniform allowance setforth above. Employees shall be responsible for appearance of said uniforms.

The Board will provide clean uniforms at no expense to the employees for the period July 1, 1973 to December 31, 1973.

ARTICLE IX

Health Insurance:

As of July 1, 1973, the Paterson Board of Education shall continue to provide full coverage and assume total costs for the State Health Benefits including B/C - B/S - Rider J and Major Medical Insurance for all employees in the unit.

ARTICLE X

Sick Leave:

As of July 1, 1973, each member of the unit shall be entitled to 12 sick days per year as of the first day of employment. Unused days shall be accumulative from year to year.

ARTICLE XI

Longevity:

Longevity for the unit employees herein defined shall

commence after completion of ten (10) years service in the Paterson School system and shall amount to \$675.00 over and above the salary designated at the appropriate step of the salary guide.

ARTICLE XII

Association Security Clause:

The Board agrees that all members of the Bargaining Unit should be members of the Association and its affiliates. Those people who do not become members of the Association and its affiliate shall be required to pay a fee to the Association in the amount equivalent to the dues of the Association and its affiliate. The Association shall be solely responsible for collecting said fees.

ARTICLE XIII

Salary Guide 1973-1974

(as attached)

ARTICLE XIII

Salary Guide 1973-1974

HEAD CUSTODIAN

	<u>Group I:</u>	<u>Group II:</u>	<u>Group III:</u>	<u>Group IV:</u>	<u>Group V:</u>
0	\$6,100.00	\$6,100.00	\$6,100.00	\$6,100.00	\$6,100.00
1	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00
2	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
3	7,300.00	7,300.00	7,300.00	7,300.00	7,300.00
4	7,600.00	7,600.00	7,600.00	7,600.00	7,600.00
5	7,900.00	7,900.00	7,900.00	7,900.00	7,900.00
6	8,300.00	8,300.00	8,300.00	8,300.00	8,300.00
7	8,600.00	8,600.00	8,600.00	8,600.00	8,600.00
8	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00
9	9,100.00	9,200.00	9,200.00	9,200.00	9,200.00
10		9,400.00	9,500.00	9,500.00	9,500.00
11			9,700.00	9,800.00	9,800.00
12					10,000.00

Custodians

0	\$5,600.00
1	5,900.00
2	6,500.00
3	6,800.00
4	7,100.00

5	\$7,400.00
6	7,800.00
7	8,100.00
8	8,300.00

MAINTENANCE:

0	\$6,600.00
1	6,900.00
2	7,500.00
3	7,800.00
4	8,100.00
5	8,500.00
6	8,800.00
7	9,000.00

MATRONS:

0	\$4,600.00
1	4,900.00
2	5,200.00
3	5,500.00
4	5,800.00
5	6,100.00
6	6,400.00
7	6,800.00

MATRONS: continued

8        \$7,100.00  
9        7,300.00

ARTICLE XIV

Group Definition:

Within thirty days after the signing of this Agreement, the Board shall issue a comprehensive statement defining "Groups I, II, III, IV, and V", pertaining to head custodians.

ARTICLE XV

Substitutes:

The Board agrees to implement the following policy when men are sick or absent from their jobs:

1. In a two man school if one man is absent five consecutive days, the Board shall hire a substitute on the sixth day and he shall remain there until the absent man returns;  
In schools of more than two men, if a man is absent or sick for 10 days, the Board

agrees to hire a substitute on the eleventh day and he shall remain, until regular employee returns.

#### ARTICLE XVI

##### Miscellaneous:

The Board agrees to provide a separate payment of one dollar, for each day worked, for employees who are required to use their car in the performance of their duties.

The Board agrees to pay the cost of firemens' license, effective July 1, 1973.

The Board agrees to allow 5 association members two days off each, at no loss in pay, to attend the NJEA Convention.

The Board agrees to print 200 copies of this Agreement and deliver them to the Association.

Overtime shall be paid in the pay period immediately following the pay period in which the overtime was worked.

Overtime shall be offered on an equitable and rotating basis within a department or trade specialty.

#### ARTICLE XVII

##### Duration of Agreement:



This Agreement shall be effective July 1, 1973 and shall continue in effect until June 30, 1974, subject, however, to all of the provisions and requirements of Chapter 303 of the Laws of 1968. No provision of said laws not expressly provided for herein, or required to be performed by the Board shall bind the parties hereto.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, all on the day and year first above written.

ATTEST:

FOR PATERSON BOARD OF EDUCATION

s/ Charles J. Riley  
Secretary

s/ Leonard R. Jacoby

ATTEST:

FOR PATERSON SCHOOL CUSTODIAL  
AND MAINTENANCE ASSOCIATION

s/ William Feeney  
Secretary

s/ Jerry La Bruna