

AGREEMENT

PATERSON BOARD OF EDUCATION

AND

PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION - NJEA

1979 - 1980

1980 - 1981

1981 - 1982

X

LIBRARY
Institute of Management and
Labor Relations

SEP 23 1981

RUTGERS UNIVERSITY

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."

RECOGNITION

The Board hereby recognizes the Association as the sole representative for the following personnel including full time, part time and employees on leave in the following categories:

Chief Custodians

Custodians

Matrons

Maintenance

Audio-Visual Technician

Audio-Visual Assistant

Audio-Visual Clerk

Upkeep of Grounds Personnel

ARTICLE I - LEAVE DAYS

As of July 1, 1979 each member of the unit shall be entitled to fifteen (15) sick or personal days, not less than twelve (12) of which shall be for illness nor more than three (3) for personal reasons. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit.

Notification of personal leave days shall be given five (5) days in advance, except in cases of emergency, when notice shall be given as soon as possible. Prior approval is not required for this day.

Except for illness, absences are not authorized for consecutive days. Absence before and after a holiday shall be limited to personal illness.

For 1980-81 the above days shall be 12 and 2 respectively.

For 1981-82 the days shall be the same as 1979-80.

The following shall be paid holidays:

July 4	Lincoln's Birthday
Labor Day	Washington's Birthday
Columbus Day	Crispus Attucks
General Election	Good Friday
Veteran's Day	Monday after Easter
Thanksgiving	Memorial Day
Day after Thanksgiving	NJEA Convention - 1 day *
Christmas	Martin Luther King Day
New Year's Day	

* Crews must rotate personnel so that half are off one (1) day and half another.

It is understood the days enumerated above shall be paid holidays provided school is officially closed for pupils by action of the Board of Education.

Notwithstanding Federal or State enumerated holidays the days listed above shall be observed in accordance with the established calendar of the Paterson Board of Education.

Unit members shall be entitled for four (4) calendar days leave for death of spouse, child or parents.

Members are entitled to three (3) calendar days leave for death of related members of the immediate household.

Immediately upon return to school from a death leave, a unit member shall complete and file with the Board a death leave form which shall be available in the principal's office or in the Superintendent of Schools office or in their regular shift location operation.

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 rights 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 (3) 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 (5) 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 (5) 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 (5) 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 Education or the Board Secretary. His grievance shall be submitted in writing, and within five (5) calendar days, either the Board Secretary or the Board shall meet with the employee to hear his complaint. Within ten (10) 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 (5) 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's 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 (3) months service prior to July 1 shall not be entitled to vacation with pay.
2. Full time custodial employees with more than three (3) months service prior to July 1 and up to one year of service shall be entitled to

- one (1) week's vacation with full pay.
3. Full time custodial employees with service of more than one (1) year prior to July 1 and up to and not exceeding three (3) years, shall be entitled to two (2) weeks vacation with full pay.
 4. All other full time custodial employees having three (3) or more years of service prior to July 1 shall receive three (3) weeks vacation with full pay. Personnel with ten (10) or more years experience in the Paterson School System shall be entitled to four (4) 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 one hundred dollars (\$100.00). Payment shall be made on submission of a voucher to the Board of Education. Employees shall be required to maintain said uniforms.

ARTICLE IX - HEALTH INSURANCE

The Board shall provide full hospitalization and major-medical coverage for all unit employees and their dependents where applicable.

Effective July 1, 1980 all employees shall receive a family dental plan.

Effective February 1, 1981, all employees shall receive a single employee drug prescription plan.

The Board reserves the right to change the above plans as long as the benefits are not reduced.

ARTICLE X - 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 XI - 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 affiliates shall be required to pay a fee to the Association in the amount equivalent to the dues of the Association and its affiliates. The Association shall be solely responsible for collecting said fees.

Should legislation be enacted in the State of New Jersey strengthening the Association's Security Clause, the Board agrees to reopen negotiations with the Association on this Article of the Agreement.

ARTICLE XII - SALARY GUIDE

1979 to 1982 - Three Year Contract

(AS ATTACHED)

ARTICLE XI

- A. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.
- B. Prior to September 1, of each year the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non members will be equal to 85% of that amount.
- C. If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.
- D. Prior to September 1, the treasurer of the Association shall submit to the Board secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.
- E. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of his representation fee shall be deducted from his final paycheck.

As near as possible the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

- F. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous 30 days. The list will include names, date of employment, social security number, assignment and home phone.

The Board agrees to advise each new applicant of his right to join the Association or to have a representation fee deducted from his check during the first 30 days of employment.
- G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
- H. The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

PATERSON SCHOOL CUSTODIAL AND

MAINTENANCE ASSOCIATION

SALARY GUIDES 1979-80

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MATRONS</u>	<u>MAINTENANCE</u>
0	7,360	6,270	8,660
1	7,660	6,570	8,960
2	7,960	6,870	9,260
3	8,560	7,170	9,860
4	8,860	7,470	10,160
5	9,210	7,820	10,510
6	9,610	8,220	10,910
7	10,010	8,620	11,750
8	10,950	9,020	12,750
9	12,050	9,850	
10		10,950	

PATERSON SCHOOL CUSTODIAL AND

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SALARY GUIDES 1979-80

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<u>STEP</u>	<u>CHIEF CUST I</u>	<u>CHIEF CUST II</u>	<u>CHIEF CUST III</u>	<u>CHIEF CUST IV</u>	<u>CHIEF CUST V</u>
0	7,960	7,960	7,960	7,960	7,960
1	8,260	8,260	8,260	8,260	8,260
2	8,560	8,560	8,560	8,560	8,560
3	9,160	9,160	9,160	9,160	9,160
4	9,460	9,460	9,460	9,460	9,460
5	9,810	9,810	9,810	9,810	9,180
6	10,160	10,160	10,160	10,160	10,160
7	10,560	10,560	10,560	10,560	10,960
8	10,960	10,960	10,960	10,960	11,360
9	11,750	11,360	11,360	11,360	11,760
10	12,850	12,050	11,760	11,760	12,160
11		13,150	12,350	12,450	12,950
12			13,450	13,550	14,050

PATERSON SCHOOL CUSTODIAL AND

MAINTENANCE ASSOCIATION

SALARY GUIDES 1980-81

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MATRONS</u>	<u>MAINTENANCE</u>
0	7,710	6,620	9,010
1	8,010	6,920	9,310
2	8,310	7,220	9,610
3	8,910	7,520	10,210
4	9,260	7,870	10,560
5	9,610	8,220	10,910
6	10,010	8,620	11,410
7	10,510	9,120	12,450
8	11,650	9,720	13,550
9	12,850	10,550	
10		11,750	

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SALARY GUIDES 1980-81

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<u>STEP</u>	<u>CHIEF CUST I</u>	<u>CHIEF CUST II</u>	<u>CHIEF CUST III</u>	<u>CHIEF CUST IV</u>	<u>CHIEF CUST V</u>
0	8,310	8,310	8,310	8,310	8,310
1	8,610	8,610	8,610	8,610	8,610
2	8,910	8,910	8,910	8,910	8,910
3	9,510	9,510	9,510	9,510	9,510
4	9,860	9,860	9,860	9,860	9,860
5	10,210	10,210	10,210	10,210	10,210
6	10,610	10,610	10,610	10,610	10,610
7	11,010	11,010	11,010	11,010	11,010
8	11,510	11,510	11,510	11,510	11,510
9	12,450	12,010	12,010	12,010	12,010
10	13,650	12,750	12,510	12,510	12,510
11		13,950	13,050	13,150	13,010
12			14,250	14,350	13,650
					14,850

PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION
SALARY GUIDES 1981-82

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MATRONS</u>	<u>MAINTENANCE</u>
0	8,160	7,070	9,460
1	8,460	7,370	9,760
2	8,760	7,670	10,060
3	9,360	7,970	10,660
4	9,760	8,320	11,060
5	10,160	8,670	11,460
6	10,610	9,070	11,960
7	11,110	9,570	13,150
8	12,350	10,170	14,450
9	13,750	11,250	
10		12,650	

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SALARY GUIDES 1981-82

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<u>STEP</u>	<u>CHIEF CUST I</u>	<u>CHIEF CUST II</u>	<u>CHIEF CUST III</u>	<u>CHIEF CUST IV</u>	<u>CHIEF CUST V</u>
0	8,760	8,760	8,760	8,760	8,760
1	9,060	9,060	9,060	9,060	9,060
2	9,360	9,360	9,360	9,360	9,360
3	9,960	9,960	9,960	9,960	9,960
4	10,360	10,360	10,360	10,360	10,360
5	10,760	10,760	10,760	10,760	10,760
6	11,210	11,210	11,210	11,210	11,210
7	11,660	11,660	11,660	11,660	11,660
8	12,160	12,160	12,160	12,160	12,160
9	13,150	12,660	12,660	12,660	12,660
10	14,550	13,450	13,160	13,160	13,160
11		14,850	13,750	13,850	13,660
12			15,150	15,250	14,350
13					15,750

ARTICLE XIII - GROUP DEFINITION

Within thirty (30) days after the signing of this Agreement, the Board shall issue a comprehensive statement defining "Groups I, II, III, IV, and V", pertaining to Chief Custodians.

ARTICLE XIV - 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 (5) 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 ten (10) days, the Board agrees to hire a substitute on the eleventh day and he shall remain until regular employee returns.

ARTICLE XV - MISCELLANEOUS

- (a) The present policy of the Board regarding a sixty (60) day probation period for new employees shall continue. After the sixty (60) day period, employees shall be entitled to all benefits from the initial day of employment.

- (b) Any Association member who applies for a position in the Paterson School System and is hired shall be accorded the following:

For previous employment in the Paterson School System from one to five years, one additional step on the appropriate teachers' salary guide.

For previous employment in the Paterson School System for six years or more, two additional steps on the appropriate teachers' salary guide.

This benefit shall apply only to persons currently in employment or who shall be employed in this bargaining unit.

- (c) Effective October 1, 1979 the gasoline mileage allowance allocated to those employees using their cars for district jobs shall be increased to \$2.00 per day without any limitations on the number of days during a month when such sum be payable so long as the individual did work on such day.
- (d) The Board agrees to pay the cost of firemen's licenses.
- (e) Association members may be released for Association meetings with written approval of the Board Secretary. Such written approval shall be for all Association members except in the following:

In a two person school, only one such person may be released. The Association leadership's request for released time shall be such to affect a minimal amount of interference in the daily schedule, and except in cases of emergency, should occur on the changing of shifts from day to night.

Such released time shall not exceed six hours in any twelve month period.

Any other meetings called by supervisors or the Board shall not count toward this time and persons shall receive their full pay during such periods.

- (f) The Board agrees to allow five (5) association members two (2) days off each, at no loss in pay, to attend the NJEA Convention.
- (g) The Board agrees to print two hundred (200) copies of this Agreement and deliver them to the Association.
- (h) Overtime shall be offered on an equitable and rotating basis within a department or trade specialty.
- (i) The reference in Article VII to Custodial employees shall include Custodial and Maintenance employees.
- (j) Should a longevity clause be changed in a current longevity clause hereafter negotiated by the Board of Education during the life of this Contract, such negotiations will automatically be granted for the

benefits derived by the members of this unit.

(k) It is understood that directives from custodial and maintenance superiors shall be given first priority over all other directives.

(l) The Board agrees to carry out its past practice of distributing pay checks prior to noon on each payday.

(m) The Board agrees there shall be no interruptions of unit personnel lunch or dinner hours except in emergencies.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1979 through and including June 30, 1982, without any reopeners.

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.

PATERSON BOARD OF EDUCATION

By: William J. Pasarely
President

ATTEST:

Charles Hiley
Secretary

PATERSON SCHOOL CUSTODIAL AND MAINTENANCE ASSOCIATION

By: Lorna C. Laine
President

ATTEST:

William J. Pasarely