

AGREEMENT BETWEEN THE CLIFTON BOARD OF EDUCATION
CLIFTON, NEW JERSEY, AND CLIFTON CUSTODIAL ASSOCIATION
FOR THE 1984-85 SCHOOL YEAR, THE 1985-86 SCHOOL YEAR,
AND THE 1986-87 SCHOOL YEAR

ARTICLE I: RECOGNITION

A. UNIT

The Board hereby recognizes the Clifton Custodial Association, hereafter referred to as the Association, as the sole and exclusive representative for collective bargaining concerning the terms and conditions of employment for all custodial, cleaning, maintenance, and truck driver personnel unless and until the Public Employment Relations Commission shall certify otherwise.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee" shall refer to all employees represented by the Association. References to male employees shall include female employees.

ARTICLE II: TERM

A. This agreement shall commence on July 1, 1984 and terminate on June 30, 1987.

ARTICLE III: SUCCESSOR AGREEMENT

A. Contract Changes

The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Association.

B. Negotiations for a successor contract shall begin not later than October 15 of the year preceding the expiration of this contract.

C. Either party may, if so desired, utilize the services of outside consultants.

D. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings, meetings or in negotiations, they shall suffer no loss in pay.

July 1, 1984 - June 30, 1987

b. The Board shall hold a hearing on the grievance within four (4) weeks of receiving the grievance and shall issue its decision no later than one (1) week after the hearing.

5. Level Five: Advisory Arbitration

a. Any grievance concerning the administration and/or interpretation of this agreement shall be subject to advisory arbitration in accordance with the following procedure:

a. Written notice of submission to arbitration may be given by either party of this agreement.

b. Within ten (10) days 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 the specified period, a request for a list of arbitrators may be made to the American Arbitrators 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 hearing promptly and shall issue his decision not later than thirty (30) 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 shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association as an advisory opinion.

d. The cost 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.

e. Forms for submission of a grievance involving the interpretation and/or administration aforesaid to arbitration shall be prepared by the Superintendent and distributed to the various schools so as to facilitate the operation of the arbitration portion of the grievance procedure. Such form shall contain the following, among other, necessary information:

ARTICLE V: EMPLOYEE RIGHTS AND PRIVILEGES

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. However, any alleged violation of this provision shall not be grievable but may be asserted in proceedings before the Commissioner of Education.

B. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could reasonably be considered to affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI: ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. Representatives of the Association and/or the New Jersey Education Association shall be permitted to enter the schools to meet with custodians during their lunch periods or before or after working hours to carry out appropriate Association business. Representatives who enter the schools shall notify the principal or his designee of their presence prior to meeting any employee or group of employees.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as same does not interfere with or interrupt normal school activities and subject to notification to the Superintendent or his designee of at least two (2) days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient. Permission shall be received from the Superintendent or his designee.

D. The Board shall notify the Association of all appointments, all reappointments for the next school year and all tenure appointments within fifteen (15) days of their occurrence.

2: Approval of vacation time shall be granted by the Business Administrator at such times as shall be agreed to by each individual employee. Problems arising as to the time of vacation shall be solved based on seniority.

C. Authorized Absences

1. Employee shall notify the Board of Education of any expected absence as soon as practicable.

2. Personal Illness - Fifteen (15) full days all of which are cumulative and twenty-four (24) one half (1/2) non-cumulative sick days shall be allowed annually with full pay. There is no limit to the number of sick days that can be accumulated.

3. Bereavement Leave - Four (4) days absence with pay shall be allowed for the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, and mother-in-law. One (1) day of absence with pay shall be allowed for the death of a brother-in-law or sister-in-law of employee and spouse.

4. Jury Duty - Employees shall be permitted to participate in jury duty with no loss in pay except that jury pay shall be deducted.

5. Marriage - Five (5) school days absence shall be permitted for purposes of marriage. A deduction of 1/280ths of the annual salary shall be deducted for each day.

6. Military Leaves - Military leave shall be granted in accordance with New Jersey Statutes.

7. Personal Reasons

a. Employees shall be granted three (3) personal days each year which shall not be cumulative.

b. The following categories shall be allowed for personal days:

- Death - except as in C-3 above.
- Illness - except as in C-2 above.
- Court Orders
- Religious Days
- Personal affairs of a non-recreational nature

or its relocation, the employees shall be laid off in the inverse order of seniority of the employment in the district.

1. At least sixty (60) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations for which he is qualified in his salary guide classification in which he holds an appointment for the purpose of giving him an opportunity to be exercised within said sixty (60) days to fill such vacancy. If he requests appointment to the vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.

ARTICLE XI: VOLUNTARY TRANSFERS

A. Definition: A voluntary transfer shall be defined as a requested assignment within the building or between buildings.

B. Procedure

1. As soon as an opening or new position occurs said opening or new position shall be posted and shall remain posted for fourteen (14) days.

2. Should there be more than one applicant for the opening, the opening shall go to the most qualified. All things being equal among applicants, the job shall go to the senior employee.

3. This procedure shall not preclude temporary assignments of up to three (3) months.

C. Promotions

1. Job openings or new positions which are considered promotions shall not be filled before the following criteria have been met:

a. The promotional position shall be posted fourteen (14) days to allow qualified applicants to apply for the position.

b. The posted job position shall contain the qualifications necessary.

c. Each qualified applicant shall be interviewed by the Business Administrator and/or the appropriate Board Committee.

2. By December 15th of the contract year, the Board shall provide each station with appropriate amount of foul weather gear. Stadium/Ground Crew shall be provided with insulated foul weather pants.

4. The Board shall provide a jacket and vest for each employee at a total price not to exceed \$30. per employee for this contract period.

ARTICLE XIV: INSURANCE PROTECTION

A. The Board agrees to pay the full premium for each employee and his family covered by this Agreement for coverage in the Blue Cross/Blue Shield Plans of New Jersey, UCR Plan or equivalent. Such plan shall be equivalent to or better than the 1983-84 coverage levels and the CTA medical benefits plan.

B. Major Medical Plan

1. The Board agrees to pay the full premium for each employee and his family covered by this Agreement for coverage in a major medical plan. Such plan shall be equivalent to or better than the 1983-84 coverage levels and the CTA medical benefits plan with the following additions:

a. Dependent coverage for children shall continue through age 23. Except that dependent children who are unmarried, and either mentally retarded or physically handicapped will continue to be covered beyond the 24th year if they are incapable of self-sustaining employment and are chiefly dependent on their parents for support.

b. The co-payment for out of Hospital Mental Care Coverage is 80% and a maximum payment of \$10,000 per benefit period will be paid for physician's visits.

c. The first three pints of blood will be covered as a medical expense.

d. There shall exist an automatic spin off provision between the Basic Health Coverage and the Catastrophic Coverage. The purpose of the spin off provision shall be to automatically forward any claims not covered in their entirety by the Basic Health Coverage to the Catastrophic Coverage.

C. Prescription Drug Plan

The Board agrees to pay the full premium for each employee and his family covered by this Agreement for coverage in a prescription plan with employees paying \$1.00 for each prescription filled. Such plan shall be in accordance with the CTA benefits plan.

ARTICLE XV - SALARY GUIDE AND SCHEDULE 1984-85, 1985-86 & 1986-87

<u>A. CUSTODIAN</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>*</u>	<u>STEP 4</u>
<u>YEAR</u>					
1984-85	13,100	13,600	14,250	17,428	18,636
1985-86	13,800	14,300	14,950	18,128	19,336
1986-87	14,750	15,250	15,900	19,078	20,286

B. MAINTENANCE DEPT. & STADIUM SUPERVISOR

<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>*</u>	<u>STEP 4</u>
1984-85	14,160	14,810	15,644	18,768	20,226
1985-86	14,860	15,510	16,344	19,468	20,926
1986-87	15,810	16,460	17,294	20,418	21,876

C. TRUCK DRIVERS

1984-85	13,400	13,924	14,572	17,833	19,041
1985-86	14,100	14,624	15,272	18,533	19,741
1986-87	15,050	15,574	16,222	19,483	20,691

D. STADIUM GROUND CREW

1984-85	13,400	14,174	15,022	18,033	19,491
1985-86	14,100	14,874	15,722	18,733	20,191
1986-87	15,050	15,824	16,672	19,683	21,141

E. HIGH SCHOOL JANITRESS/JANITOR (12 MTHS)

1984-85	10,960	11,560	12,250	14,623	15,831
1985-86	11,660	12,260	12,950	15,323	16,531
1986-87	12,610	13,210	13,900	16,273	17,481

F. CLEANERS

The salary for cleaners will be set at 85% of that of the custodians (See Guide A above). Salary will be pro rated for less than full time employment.

*Column for person moving to top of the guide.

The specific categories included shall be:

- a. Electricians
- b. Carpenters
- c. Plumbers
- d. Masons
- e. Roofers
- f. General Maintenance at High School
- g. Painters

The category of general maintenance helper is to be specifically excluded.

ARTICLE XVI: SHIFT HOURS

The following shift hours shall represent the current shifts:

High School	1st shift	7:00 a.m. to 4:00 p.m.
	2nd shift	2:00 p.m. to 11:00 p.m.
	3rd shift	11:00 p.m. to 7:00 a.m.
Middle Schools	1st shift	7:30 a.m. to 4:30 p.m.
	2nd shift	3:00 p.m. to 12:00 p.m.
	3rd shift	11:30 p.m. to 7:30 a.m.
Elementary	1st shift	7:30 a.m. to 4:30 p.m.
	2nd shift	2:00 p.m. to 11:00 p.m.

Shift Changes

It is agreed that the Association shall meet with the Business Administrator to review and consider changing the present shift schedules.

ARTICLE XVII: CLEANERS

A. The category of cleaner shall be a twelve (12) month position. The Board may hire cleaners for a minimum of four hours per workday, however, will attempt to hire cleaners for eight hours.

this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to effect the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with NJSA 34:13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid;

(a) 10 days after receipt of the aforesaid list by the Board; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. 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.

FOR THE CLIFTON SCHOOL CUSTODIAL ASSN.

FOR THE CLIFTON BOARD OF ED.

Philip Lisanti
President

Hayme Demikoff *
President

Edward [Signature]
Secretary

Ronald Filice
Secretary

* Pursuant to resolution dated 1/22/86 and wording contained therein. Resolution attached

9-1-2000
16-1-2

BOARD OF EDUCATION
CLIFTON, NEW JERSEY 07013

RESOLUTION #1/22/86-A

BE IT RESOLVED, that the Board of Education hereby ratifies the contract with the Clifton Custodial Association annexed hereto, subject to the understanding that with respect to Article XVI, the parties maintain their respective positions concerning the imposition of an 11:00 A.M. to 8:00 P.M. shift in the Elementary Schools.

Introduced by Robert T. Perkowski

Second James Hor

DATED: January 22, 1986

VOTE: Yes: Comms. Atsma, Demikoff, DeVos, Manning, Mihalik, Perkowski
Stein & Zabchin-Besser-absent

ATTEST:

Annal Pilere SECRETARY-BUSINESS ADMINISTRATOR
PRESIDENT Hayne Demikoff