

1077

**AGREEMENT**

**BETWEEN THE**  
**CLIFTON BOARD OF**  
**EDUCATION**

**AND**

**THE CLIFTON CUSTODIAL**  
**ASSOCIATION**

**1990-91 SCHOOL YEAR**  
**1991-92 SCHOOL YEAR**  
**1992-93 SCHOOL YEAR**

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AGREEMENT BETWEEN THE CLIFTON BOARD OF EDUCATION  
CLIFTON, NEW JERSEY, AND CLIFTON CUSTODIAL ASSOCIATION  
FOR THE 1990-91 SCHOOL YEAR THE 1991-92 SCHOOL YEAR,  
AND THE 1992-93 SCHOOL YEAR

ARTICLE I: RECOGNITION

A. Unit

The Clifton Board of Education hereafter referred to as 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, excluding the High School Custodial Supervisor, 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

This agreement shall commence on July 1, 1990 and terminate on June 30, 1993.

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 in accordance with Public Employment Relations Commission rules 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.

E. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee, a group of employees, or by the Association, that he, she, or it has been harmed (or they have been injured) by an interpretation, application or violation of this agreement, policies of the Board, or administrative decisions which affect terms and conditions of employment. The term "day" when used in this article shall mean work day (a day the Board of Education offices are open).

B. Procedure

1. Level One: Plant Manager

- a. The aggrieved party and/or the Association shall submit the grievance in writing to the Plant Manager setting forth the complaint and the remedy sought. The grievance must be submitted within thirty (30) days of its alleged occurrence.
- b. The Plant Manager shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing no later than six (6) days after the hearing. The response may be from the Superintendent and Plant Manager or from the Superintendent in which case the next level shall be skipped.

2. Level Two: Superintendent

- a. If the aggrieved is dissatisfied with the response at Level One, or if no response is received in timely fashion, the aggrieved may submit the matter in writing to the Superintendent.
- b. The Superintendent or designee shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing within five (5) days after the hearing.

3. Level Three: The Board of Education

- a. If the aggrieved is dissatisfied with the response at Level Two, or if no response is received in a timely fashion, the aggrieved may submit the grievance in writing to the Board of Education.
- 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 the next meeting of the Board. The decision shall be submitted in writing to the aggrieved party(ies) and the Association within one (1) week.

4. Level Four: Arbitration

- a. Any grievance concerning the administration and/or interpretation of this Agreement shall be subject to advisory arbitration with the exception that letters of reprimand and increment withholding for disciplinary reasons shall be subject to binding arbitration as provided in B.4.f. below in accordance with the following procedure.
- b. Written notice of submission to arbitration may be given by either party of this Agreement.
- c. 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 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.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a 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, except that the opinion shall be binding on the parties if the matter covered concerned discipline as provided in B.4.f below.
- e. 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.
- f. Letters of reprimand (but not evaluations) and increment withholdings for predominantly disciplinary reasons shall be arbitrated in accordance with the above procedure except that the arbitration shall be binding. The burden of proof showing that the actions of the employee result in a letter of reprimand and/or the increment withholding shall be on the Board, but if that burden of proof is sustained then the decision to issue the letter of reprimand or withhold the increment shall be upheld.



g. 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 grievance procedure. Such forms shall contain the following, among other, necessary information.

- i. Name of Grievant.
- ii. Address of Grievant.
- iii. School at which he or she is employed.
- iv. Date and place of the incident, occurrence, circumstance, giving rise to the grievance.
- v. Nature of the grievance.
- vi. The nature and extent of the injury, harm, loss or inconvenience claimed to have been incurred.
- vii. Grievant's dissatisfaction with the decision(s) of the administrators and the reasons (basis) why the same should be overruled.
- viii. The alleged issue(s) to be decided by the arbitrator.
- ix. Signed certification that all the above are true.

C. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration 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. 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.

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.
- 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, grievances proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association and/or the New Jersey Education Association and/or NEA 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 nor 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.
- E.
  - 1. The elected President or his/her designee shall be granted released time from his/her duties to address emerging problems of an urgent nature, that involve a possible grievance concerning members of the Association. He/she shall suffer no loss in pay while addressing these problems.
  - 2. The President or his/her designee shall inform the Plant Manager of his/her need to address an emerging problem; the nature of the problem; his/her destination; and the time of leaving and returning to his/her duties.
  - 3. It is further incumbent upon Administration to inform the President or his/her designee of emerging urgent issues as they become known.

ARTICLE VII: WORK YEAR

A. Definition:

The work year shall commence on July 1 of the year this Agreement becomes effective and shall continue for twelve (12) consecutive months ending on the following June 30.

B. Paid Holidays

1. All employees shall be entitled to paid holidays as herein below specified:
  - a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Lincoln's Birthday
  - d. Washington's Birthday
  - e. Good Friday
  - f. Memorial Day
  - g. One day in June or July as approved by the Superintendent to be taken during the last five work days in June or first five work days in July. Approval to be granted in advance by May 15.
  - h. Independence Day
  - i. Labor Day
  - j. Yom Kippur
  - k. Rosh Hashanah
  - l. Columbus Day
  - m. Election Day
  - n. Veterans' Day
  - o. NJEA Convention Days (2)
  - p. Thanksgiving Day
  - q. Day after Thanksgiving Day
  - r. Christmas Eve
  - s. Christmas Day
  - t. New Year's Eve
2. If the Board shall determine to keep schools open on one or, more of the above days, alternate days shall be substituted. However, no alternate days will be substituted if the Board shall determine to keep schools open on the following days:
  - a. Yom Kippur
  - b. Rosh Hashanah
  - c. Election Day
  - d. NJEA Convention Days
3. If two (2) holidays fall on the same day, an alternate day shall be substituted for the second holiday. If a holiday falls on a weekend and there is a legal observance associated with it, a preceding and/or subsequent observance shall be the guide or an alternate day shall be substituted with the exception of Rosh Hashanah, Yom Kippur, Christmas Eve, and New Year's Eve.
4. The Association shall form a Planning Committee to meet with the Superintendent of Schools or his designee to plan and coordinate exchanges of holidays for other non-school days.

C. Vacations

1. All employees shall be entitled to vacation with pay in accordance with the following schedule. Years of service shall be determined based on July 1 of the year vacation is being paid.
  - a. During the first year of employment one (1) day per month not to exceed ten (10) days. These days are earned during that year and cannot be taken before July 1 during the employee's first year of employment.
  - b. After twelve (12) months of service, ten (10) days.
  - c. After sixty (60) months of service, fifteen (15) days.
  - d. For each twelve (12) months of additional service over sixty (60) months, one (1) additional day up to a maximum of twenty-two (22) days.
  
2.
  - a. For vacation time which is taken during the school year, (excluding the summer) employees taking one (1) or two (2) days shall be required to give one (1) week's notice (except in an emergency). Employees taking three (3) or more days shall be required to give two (2) weeks notice (except in an emergency). No response within two (2) days in the case of a request for one (1) or two (2) days or four(4) days in the case of a request for three (3) or more days shall mean that vacation is approved, however, with the exception of employees with ten (10) or fewer vacation days, a minimum of one-third (1/3) of the vacation days must be taken between July 1 and August 25 unless exception is approved by the Superintendent of Schools.
  - b. Approval of vacation time shall be granted by the Plant Manager or the Superintendent's designee at such time as shall be agreed to by each individual employee. Problems arising as to the time of vacation shall be resolved based on seniority.
  
3. If vacation time remains (is unused) as the end of a school year approaches (month of June) employees shall have the following options:
  - a. Take the remaining vacation time.
  - b. Carry over the accumulated vacation days to the next school year. In the event this option is utilized, an employee must use these accumulated vacation days by the following Dec.31.
  - c. These options may be exercised with the approval of the Plant Manager or the Superintendent's Designee.

D. Authorized Absences

1. Employees shall notify the Board of Education of any expected absence as soon as practicable.
2. Personal Illness
  - a. Fifteen (15) full days all of which are cumulative. There is no limit to the number of sick days that can be accumulated.
  - b. In addition, all employees may be granted benefits as follows: If illness continues beyond the sick days allotted and the accumulations credited to the employee have been exhausted, an additional twenty-four (24) days at half (1/2) pay may be allowed annually. None of these additional days shall be accumulated.
3. Bereavement Leave - Four (4) consecutive working 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. If bereavement occurs during the Christmas or Winter Recess on previously scheduled compensatory days (alternate days for legal holidays) substitute days will be provided during the Spring vacation week.
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:
    - i. Death - except as in D.3 above.
    - ii. Illness - except as in D.2 above.
    - iii. Court Orders
    - iv. Religious Days
    - v. Personal affairs of a non-recreational nature which cannot be done during nonworking hours.

8. The Board agrees that upon written notification of impending retirement the employee may exercise the following options! Continue on the payroll until forty (40) per cent of the eligible unused sick days, at the final year's salary are used; or request that the Board pay the full amount due in a lump sum. Example: If a person has 100 unused sick days, he would be eligible to remain on the payroll for forty (40) more days. In the event of death, the estate will be reimbursed for the unused sick leave at the same percentage.

ARTICLE VIII: WORK SCHEDULE

A. Work Hours and Work Week

1. The regular work week shall consist of five (5) consecutive days Monday through Friday consisting of forty (40) hours per week. A regular work day shall consist of eight (8) hours per day.
2. For any work day which occurs between July 1 through September 1 and when school is closed because of inclement weather, a full work day shall consist of seven (7) hours, but payment shall be made on the basis of an eight (8) hour day.
3. All employees shall be granted a daily sixty (60) minute lunch hour on all scheduled and unscheduled work days.

B. Shift Hours and Shift Differential

1. The following shift hours shall represent the current shifts with the exception of the Summer as delineated in B.1.e. below.

a. High School	1st Shift	7:00 a.m. to 4:00 p.m.
	2nd Shift	* 2:00 p.m. to 11:00 p.m.
	or	3:00 p.m. to 12:00 a.m.
	3rd Shift	11:00 p.m. to 7:00 a.m.

- \* A minimum of four (4) custodians or cleaners shall be assigned to this shift.

b. Middle Schools	1st Shift	7:30 a.m. to 4:30 p.m.
	2nd Shift	3:00 p.m. to 12:00 a.m.
	3rd Shift	11:30 p.m. to 7:30 a.m.

c. Elementary	1st Shift	7:30 a.m. to 4:30 p.m.
	2nd Shift	11:00 a.m. to 8:00 p.m.
	or alternate	2:00 p.m. to 11:00 p.m.

- d. In addition to the above schedules one custodian may be assigned to the Second shift that runs from 11:00 a.m. to 8:00 p.m. at each of the middle schools and at the High School.
- e. During the summer all shifts at the elementary schools shall go on the first shift. The second and third shifts at the High School may be transferred to the first shift. Any involuntary transfers shall be resolved on the basis of seniority. These transfers to the first shift could include all personnel if necessary.

2. A five per cent (5%) shift differential shall be paid to all employees on the second shift and a six per cent (6%) night differential shall be paid to all employees on the third shift as delineated in Section B.1 of this Article.
3. Work schedules for each school will be established at the beginning of the school year. These schedules will be maintained for the duration of that school year. If because of a dangerous or hazardous condition or emergency situation it is necessary to change a schedule, that change will be made only after mutual consultation between the administration and the bargaining unit.

C. Call Time and Overtime

1. All overtime shall be paid either at the rate of:
  - a. One and one half (1-1/2) times the employee's basic hourly rate for all hours worked, or
  - b. Two (2) times (double time) the employee's basic hourly rate for all hours worked.
2. Double time shall be paid for all Sunday work for outside organizations and for all holiday work (when school is not in session), except Election day.
3. Saturdays and Election day (when school is not in session) shall be compensated at the rate of time and one half (1-1/2) times the hourly rate for all hours worked.
4. The basic hourly rate shall be calculated by dividing the annual contract salary by 2080. The quotient shall be the basic hourly rate.
5. Any employee who is assigned to work any hours on any regular work day prior to the start of his/her shift and or after the end of his/her shift shall be compensated for the additional hours worked at the rate of one and one half (1-1/2) times the basic hourly rate.
6. A minimum of two (2) hours overtime at the rate of one and one half (1-1/2) shall be paid to employees returning to work after they have left for the day.
7. Should it become necessary for an employee to be called back on a day when not scheduled to work, he/she shall be paid a minimum of two (2) hours overtime at the applicable overtime rate. If the callback requires additional time to complete the work, the employee shall be paid for all hours or parts thereof actually worked at the applicable overtime rate.
8. Overtime payments shall be made within two (2) weeks of the time the work is performed.

9. For the purpose of overtime; holidays, paid vacation days, sick days, and personal days shall be considered days worked.
10. Every reasonable effort shall be made to assign overtime on an equitable basis.

D. Special Pay Provisions

1. If any employee is assigned in his/her school or to another school to perform the duties of a higher paid position, because of the extended (in excess of ten (10) working days) absence, leave, or retirement of another employee, he/she shall be entitled to receive the salary of the position to which he/she is assigned. Upon return or replacement of the absentee or retiree, the assigned employee shall be returned to his/her regular salary schedule.
2. Whenever a custodial employee is absent, either a floater or a per diem substitute shall be obtained or an employee shall be entitled to two (2) hours overtime to complete the duties of the absentee.

ARTICLE IX: EMPLOYMENT PROCEDURE

- A. Tenure for all employees will not occur until the first day of the 4th year of service and only after completion of three (3) full years of satisfactory service in our system. All non-tenure employees, except cleaners and painters, hired after September 1, 1985, must obtain, and maintain a black seal license after two years of employment.
- B. The Board shall pay the full cost of schooling, the initial fee, and any renewal fees in connection with obtaining and maintaining a black seal license.
- C. Any non-tenured employee who is terminated by the Board of Education shall have the right to request the reasons for said dismissal and to an informal hearing before the Board of Education, or a Committee thereof, upon request.
- D. Substitutes shall be appointed within sixty (60) calendar days from the day they started continuous employment and all benefits shall accrue from the date of appointment or sixty (60) calendar days from the day they started working continuously, whichever occurs first. The Board, in order to facilitate this practice and to assure an employee of his pension rights, agrees that should the sixty (60) calendar days be exceeded, the appointment shall be made retroactive to agree with the sixty (60) calendar days stated hereinabove.
- E. Any employee shall qualify for an increment for the following school year provided he/she is appointed one hundred twenty (120) work days prior to the following July 1.



ARTICLE X: SENIORITY AND JOB SECURITY

- A. School District seniority is defined as service by an appointed employee in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of their employment in the district.
- C. 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/she is qualified in his/her salary guide classification in which he/she holds an appointment for the purpose of giving him/her an opportunity to be exercised within said sixty (60) days to fill such vacancy. If he/she requests appointment to the vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she 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, PROMOTIONS AND NEW POSITIONS

- A. Definitions:
  - 1. A voluntary transfer shall be defined as a requested change of assignment between buildings and/or any shift change assignment.
  - 2. A new position shall be defined as a position newly created by the Board during the term of this Agreement.
- B. Procedure
  - 1. When a future vacancy, opening, or new position becomes known or occurs; it shall be posted within ten (10) working days. The future vacancy, opening, or new position shall be posted for fourteen (14) days. The posting shall contain the qualifications necessary.
  - 2. Each applicant shall be interviewed by the Superintendent of Schools or his/her designee. Interviews shall be conducted and shall be completed with all applicants who apply within ten (10) working days of the closing date.

3. Should there be more than one (1) 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.
4. The selected applicant shall be recommended to the Board for action within thirty (30) days of the closing of the Posting.
5. The Board shall, if the position is vacant, act upon the appointment at the next Board meeting.
6. During the period that the above procedures are operating, the administration may make temporary assignments of up to three (3) months.

ARTICLE XII: INVOLUNTARY TRANSFER

- A. An involuntary transfer is a reassignment between buildings or any shift change assignment which is not requested by the employee.
- B. An involuntary transfer shall be made only after a meeting between the Superintendent of Schools or his/her designee and the employee involved at which time the reasons for the transfer shall be given. The employee may have a representative of the Association present during such meeting.
- C. Involuntary transfers, even if temporary, shall be used only as a last resort, and then only after every reasonable effort has been made to follow the procedures outlined in Article XI. Involuntary transfers shall be made on the basis of the inverse order of seniority.

ARTICLE XIII: PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions. In the event of a bomb scare or threat, employees shall not be asked or ordered to search for any explosive device unless each such employee is accompanied by a police or fire officer. The employee's role will be to open locked areas, guide the safety officers, advise if something found is normally there or is a foreign object, and otherwise assist the experts. No employee shall be asked to search without being accompanied by a police or fire officer.
- B.
  1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
  2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.
- C.
  1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

D. Clothing

1. The Board shall provide each employee with two (2) new uniforms a year. Said uniforms shall be distributed by November 1st of each contract year.
2. The Board shall provide each employee with one (1) pair of safety shoes each school year. In the event an employee cannot wear the shoes provided by the Board of Education, the employee may pay the difference toward the purchase of safety shoes of his/her choice.
3. By November 1, of each 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. By November 1, 1990, and every two (2) years thereafter the Board shall provide a jacket for each employee at a total price not to exceed \$50. per employee.

ARTICLE XIV: INSURANCE PROTECTION

All insurance benefits provided in this Agreement shall remain in effect for the duration of this Agreement. Upon negotiation of the Successor Agreement, any additional benefits granted to the CTA shall be included in that Successor Agreement upon its commencement date without the need for negotiations.

- A. The Board agrees to pay the full premium for each employee and his/her family covered by this Agreement for coverage in the Blue Cross Plan of New Jersey and Connecticut General. Such plan shall be equivalent to or better than the 1986-87 previous contract 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/her family covered by this Agreement for coverage in a major medical plan. Such plan shall be equivalent to the previous or better than the 1986-87 coverage levels and the CTA medical benefits plan with the following additions:
  - a. Dependent coverage for children shall continue through age twenty-five (25). Except that dependent children who are unmarried, and either mentally retarded or physically handicapped will continue to be covered beyond the twenty-fifth (25th) 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/her family covered by this Agreement for coverage in a prescription plan with employees paying \$1.00 for each prescription filled. Such plan shall be equivalent to or better than the 1986-87 coverage level in the CTA benefit plan.

D. Dental

- 1. The Board agrees to pay the full premium for each employee and his/her family covered by this Agreement for a dental plan. Such plan shall be equivalent to or better than the 1986-87 coverage levels and the CTA dental benefits plan which includes the following elements:

a. Preventative and Diagnostic	100%
b. Basic Services	80/20 co-pay
c. Prosthodontic Benefit	50/50 co-pay
d. Orthodontic Benefit	50/50 co-pay

- 2. The maximum amount payable for the above services, excluding orthodontic, shall be \$1,500 per calendar year. Orthodontic benefits are subject to an \$1,000 maximum per case which is separate from the \$1,500.00 maximum per year for other covered services.

E. Miscellaneous

- 1. It is understood that the Board reserves the right to change carriers, provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine any change in carriers.
- 2. The Board shall extend all coverages to retired personnel at no expense to the Board at the option of the retiree. Should the Board change carriers, it is agreed that there will be no termination of benefits to retired personnel.
- 3. Should an employee die, the immediate family shall have the option of continuing all benefits at no expense to the Board for a period of two years.
- 4. The parties recognize that the foregoing Section E, subsections 2 and 3 are subject to Insurance Regulations. If the current carrier(s) refuse to continue the benefits provided in 2 and 3 above, the parties will mutually attempt to find an alternate carrier.

## ARTICLE XV: SALARY GUIDE AND SCHEDULE 1990-91, 1991-1992 &amp; 1992-93

A. CUSTODIANS YEAR	STEP 1	STEP 2	STEP 3	STEP 4
1990-91	19324	21147	23150	25458
1991-92	20078	21971	24053	26450
1992-93	20861	22828	24991	27482
B. MAINTENANCE DEPT. & STADIUM SUPERVISOR				
1990-91	20850	22816	24979	27452
1991-92	21663	23706	25953	28523
1992-93	22508	24631	26965	29636
C. TRUCK DRIVERS				
1990-91	19710	21569	23612	25967
1991-92	20479	22410	24533	26980
1992-93	21278	23284	25490	28032
D. STADIUM GROUND CREW				
1990-91	20095	21993	24077	26532
1991-92	20879	22850	25016	27567
1992-93	21693	23741	25991	28642
E. HIGH SCHOOL JANITRESS/JANITOR (12 MTHS)				
1990-91	16697	18270	20002	21937
1991-92	17348	18983	20782	22793
1992-93	18025	19723	21592	23682
F. CLEANERS				
1990-91	16425	17975	19678	21639
1991-92	17066	18675	20445	22483
1992-93	17732	19404	21242	23360

The salary for cleaners will be set at 85% of guide for regular custodians (See Guide A above). Salary will be prorated for less than full time employment.

## G.1. HEAD CUSTODIANS - ELEMENTARY [\*] AND HIGH SCHOOL COORDINATOR\*

1990-91	21063	23050	25234	27749
1991-92	21885	23948	26218	28831
1992-93	22738	24883	27240	29955

\* The salary guide for these positions shall be 9% above the guide for regular custodians and shall only be paid while in these positions.

## 2. HEAD CUSTODIAN - MIDDLE SCHOOL [\*\*] &amp; WAREHOUSE SUPERVISOR

1990-91	21643	23685	25928	28513
1991-92	22487	24608	26939	29624
1992-93	23364	25567	27990	30780

\*\* The salary guide for these positions shall be 12% above the guide for regular custodians and shall only be paid while in these positions.

H Longevity

1. Employees shall receive longevity payments as follows:
  - a. 3% of base salary after ten (10) years.
  - b. 4% of base salary after seventeen (17) years.
  - c. 5% of base salary after twenty-five (25) years.
2. All longevity payments shall become a part of annual contract salary. Anniversary dates for longevity and adjustment to salary shall be the following July 1, or January 1, and are not retroactive.

I Maintenance Stipend

1. It is agreed that a stipend of \$450 shall be paid to the individuals in the maintenance department subject to the following provisions:
  - a. The individual must have at least five (5) years experience in the Clifton Public Schools Maintenance Department, or
  - b. The individual must be in possession of a license (i.e., state electrician's license; state plumber's license), or
  - c. Have worked in a trade and been in a craft union for at least five (5) years, or
  - d. Any combination of a and c above which totals five years.
2. The specific categories included shall be:
  - a. Electricians
  - b. Carpenters
  - c. Plumbers
  - d. Masons
  - e. Roofers
  - f. General Maintenance at High School
  - g. Painters
  - h. Glazier
  - i. General Maintenance - The employees in the General Maintenance position, in order to qualify for the stipend in Section I above, must additionally pass a test in two categories from those listed in I.2 above but excluding Electrical and Plumbing. This test shall be administered by the Plant Manager.

J. Asbestos Stipend

A stipend of \$2000 shall be paid to employees who remove asbestos annually. The lead man shall receive an additional \$200 annually.

- K. All compensation by Salary guide, longevity, and additional stipends shall become part of Contract salary and shall count for pension purposes.

ARTICLE XVI: 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.
- B. Cleaners will be hired by attrition of custodians only. All new positions shall hereinafter be posted.
- C. Cleaners will not be hired for positions in the elementary schools.
- D. All other factors being equal, cleaners will be given preference for open custodial positions.
- E. Cleaners shall be limited to the second shift. There will be a maximum of six (6) cleaners at the High School and two (2) at each of the Middle Schools.
- F. No custodian will be terminated to make room for a cleaner.

ARTICLE XVII: DEDUCTIONS FROM SALARY

- A. Association Payroll Dues Deduction
  - 1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education Association or any one or any combination of such dues to Associations as requested of the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1961 (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 local 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 and a list of its members. Any association which shall change the rate of its dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVIII: REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by 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;

1. 10 days after receipt of the aforesaid list by the Board; or
2. 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.



ARTICLE XIX: MISCELLANEOUS PROVISIONS

A. Vacancies

All vacancies shall be determined by reference to the most current report of the Superintendent or his designee concerning custodial-maintenance employee strength. A vacancy (other than as a result of temporary absence) shall not be considered filled by the use of a substitute.

B. Part Time Employees

The Board shall not create a combination bus driver/custodial position which requires that employee to perform custodial duties inside the schools during the term of this Agreement. The Board may assign part time employees; e.g., bus drivers to perform custodial duties outside of the schools and on the grounds. The following would be reasonable custodial assignments; any groundskeeping, receiving, cleanup, snow removal, delivery, pickup, interschool messenger service, maintenance assistance and "go-fer". No part time employee may be utilized to perform inside custodial duties or assigned to a full day's work as a replacement for a full time custodial/maintenance employee.

C. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

D. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marriage 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 CUSTODIAL ASSN.

FOR THE CLIFTON BOARD OF EDUCATION

<u>John Thorse</u>	<u>1/24/91</u>
President	Date
<u>Robert DeBari</u>	<u>1-24-91</u>
Secretary	Date

<u>Hayne Demichoff</u>	<u>1/23/91</u>
President	Date
<u>Elbert E. DeBari</u>	<u>1/23/91</u>
Board Secretary	Date

SIDE BAR AGREEMENT  
BETWEEN  
THE CLIFTON BOARD OF EDUCATION  
AND  
THE CLIFTON CUSTODIAL ASSOCIATION

The Board and the Association agree to the following side bar regarding payment under Orthodontic dental benefits, covering the period September 1, 1989 through June 30, 1990.

The Board offer of \$1000 is accepted as it affects three (3) custodians for the 1989-1990 School year and shall not exceed \$600. total.

FOR THE CLIFTON CUSTODIAL ASSN.

*Peter Thompson*      1-24-91  
President                      Date

*Peter D. Hill*      1-24-91  
Secretary                      Date

FOR THE CLIFTON BOARD OF EDUCATION

*Hayne Demichoff*      1/23/91  
President                      Date

*Elaine Adams*      1/23/91  
Board Secretary/Business Adm.      Date

BOARD OF EDUCATION

CLIFTON, NEW JERSEY 07013

RESOLUTION #1/23/91- B


Agreement Between the Clifton Board of Education  
and The Clifton Custodial Association

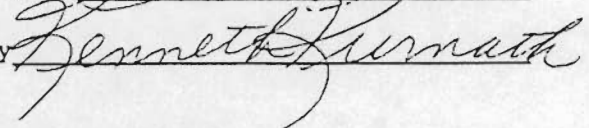
WHEREAS, the Clifton Board of Education and The Clifton Custodial Association have negotiated an Agreement for the 1990-91 School Year, and the 1991-92 School Year, and the 1992-93 School Year; and

WHEREAS, the negotiators representing the Clifton Board of Education and the Clifton Custodial Association have agreed to the terms herein presented; and

WHEREAS, the Clifton Custodial Association has ratified this Agreement;

NOW THEREFORE, the Clifton Board of Education approves the contract between the Clifton Board of Education and the Clifton Custodial Association including the side bar agreement regarding payment under Orthodontic dental benefits.

Introduced by 

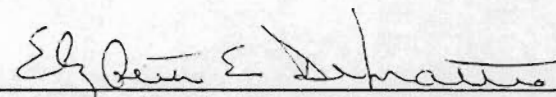
Second by 

Vote: YES: Collesano, Demikoff, Hakim, Kolakowsky, Kurnath, Pecci & Zabchin.

ABSENT: Manning & Perkowski.

Dated: January 23, 1991

Attest:

  
Secretary/Business Administrator

PRESIDENT

