

AGREEMENT

BETWEEN

THE PATERSON PUBLIC SCHOOL

LAW ENFORCEMENT ASSOCIATION

(Security)

AND

THE PATERSON BOARD OF EDUCATION

X JULY 1, 1979 THROUGH JUNE 30, 1982

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Paterson Public School Law Enforcement Association as the sole and exclusive representative for collective negotiations for the full time Public School Law Enforcement Officers employed by the Paterson Board of Education.

Excluding:

Supervisors within the meaning of the Act.

ARTICLE II

NEGOTIATION OF SUCCESSOR
AGREEMENT

- A. Negotiations between the parties shall begin not later than October 15 of the calendar year preceeding the calendar year in which the Agreement expires.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association that there has been a violation with respect to the application and interpretation of the language of this Agreement affecting an employee or a group of employees.

2. Aggrieved Person

An "Aggrieved" person is the person or persons making the claim.

Article III (con't.)

3. Days

"Days" referred to herein shall be "school days" and/or "working days".

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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

b. Failure at any step of this procedure to communicate to the aggrieved employee the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

2. Level One - Immediate Supervisor

An employee with a grievance shall within thirty (30) days of its occurrence or within thirty (30) days of the date the employee became aware of such occurrence, first discuss it with his immediate Supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file his grievance in writing with the Association within five (5) days after the decision at Level One or ten (10) days after the grievance has been presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association shall refer it to the Business Administrator.

Article III (con't)

4. Level Three - Board Committee

- a. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Business Administrator, he may within five (5) days after the decision by the Business Administrator or fifteen (15) days after the grievance was delivered to the Business Administrator, whichever is sooner, submit his grievance in writing to the Board Committee which shall consist of at least one (1) Board Member, the Business Administrator and the Board Attorney. This application should include the results achieved at each previous level and the reason for the employee's dissatisfaction with the earlier determination. The aggrieved employee shall have the right to be present at any meeting of the Board Committee convened to hear said grievance.
- b. The Board Committee shall meet with the aggrieved within ten (10) days following the receipt of the written complaint of the employee.
- c. The Board Committee shall notify the aggrieved person of its determination within ten (10) days following the meeting referred to in paragraph (b.) above.

5. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Board Committee, he may, within five (5) days after a decision by the Board Committee, or fifteen (15) days after the grievance was delivered to the Board Committee whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of request.
- 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 time, the parties shall request the New Jersey Public Employment Relations Commission to name an arbitrator

Article III (con't)

in accordance with the Commission's rules and regulations.

- c.. The decision of the arbitrator shall be final and binding on the parties.
- d. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party, incurring same.

D. Rights of Employee to Representation

1. Employee and Association

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

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article III (con't)

4. Forms

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

ARTICLE IV

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. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 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 adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, he shall be given at least forty eight (48) hours 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 V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Released Time For Meetings
 - 1. 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.
 - 2. The Association shall have a maximum of four (4) members present at any negotiation meeting held between the Board and the Association.

Article V (con't)

B. Association Representatives

1. Representatives of the Association, the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or the normal duties of the employee or employees.
2. The Association President shall be permitted up to twenty (20) hours each year for the conduct of grievances and other Association business. The President shall be limited to a maximum of two (2) hours in any day and shall, if he leaves the building, notify the administrator of the school he is assigned to, where he is going and what time he is leaving.

C. Use of School Facilities

1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.
2. Notices of all meetings shall, except in an emergency, be submitted to the Business Administrator forty eight (48) hours in advance for his approval. The Business Administrator's approval shall not be unreasonably denied.

D. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VI

HOURS OF WORK

A. Work Week

The normal work week shall be thirty five (35) hours from Monday to Friday exclusive of lunch periods.

B. Work Day

1. The normal work day shall be seven (7) hours exclusive of lunch periods.

Article VI (con't)

2. The employee's working day shall begin and end to conform to the school program conducted at the school or building he is assigned to work in.
3. The employee's lunch period shall be determined by the program conducted at the school or building he is assigned to work in.
4. Employees assigned to work at Eastside High School, and John F. Kennedy High School shall arrange their work schedules with the administrator of the respective school to provide security coverage between 8:00 a.m. and 5:00 p.m.
5. All employees are required to be on duty during "back to school night" and said duty shall not be considered hours worked. This Section supersedes the language in Article VII of this Agreement.
6. An employee shall forfeit one-half days pay when he is tardy for the fifth time and an additional one-half days pay for each fifth tardiness there after.

ARTICLE VII

PREMIUM PAY

A. Overtime

1. Employees shall be paid time and one half after thirty five (35) hours per week in money or time off at their option. Paid absences shall be considered as hours worked. Overtime must be authorized by the employer.
2. Overtime shall be on a voluntary basis, however, if there are no volunteers, management may assign any employee to work the required overtime. However, where possible, non-voluntary overtime shall be equitably distributed.

ARTICLE VIII

PAID LEAVES

A. Sick Leave

1. Each employee shall be entitled to twelve (12) days of sick leave per year, beginning with July 1st. Any unused sick days shall be accumulated from year to year with no maximum limit.

Article VIII (con't)

2. Each employee covered by this Agreement shall receive written notice of accumulated sick leave no later than September 30th of each year.
3. Employees hired subsequent to July 1st shall be entitled to one (1) sick day per month during that year.

B. Personal Leave Days

1. Each employee shall be entitled to the following personal leave days during the term of this contract:

1979-80	3 days
1980-81	3 days
1981-82	3 days

Any unused personal leave days shall be accumulated from year to year as sick leave days with no maximum limit.

2. Except in an emergency, personal days shall not be taken as follows:
 - a. Between September 2nd and September 15th or between June 15th and the end of the school year.
 - b. Immediately prior to a holiday or immediately following a holiday.
 - c. Not more than one (1) day at a time.
3. Employees shall give five (5) days notice except in cases of emergency, when notice shall be given as soon as possible of their intention to take a personal leave day. Prior approval is not required for a personal leave day.
4. Employees hired subsequent to July 1st shall be entitled to personal leave days on a pro-rated basis during that year.

C. Death Leave

Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year:

1. Four (4) calendar days leave for death of spouse, child or parents.
2. A total of three (3) calendar days leave for death of related members of the immediate household.

ARTICLE IX

VACATIONS

A. Allowance

1. Less than three (3) months service prior to July 1st - no vacation.
2. Three (3) months but less than (1) year of service prior to July 1st - two (2) weeks vacation.
3. One (1) year or more of service prior to July 1st - four (4) weeks vacation.

B. Vacation Periods

1. Employees shall take their vacations between July 1st and September 1st of each year.
2. In an emergency, the Business Administrator may grant an employee permission to take accrued vacation prior to July 1st and subsequent to September 1st. Refusal by the Business Administrator to grant vacation days during the periods described in this paragraph shall not be subject to the grievance procedure.
3. The salary check or checks of an employee who is on vacation shall be mailed to him upon a written request to the Secretary-Business Administrator. The written request shall be made at least seven days before the pay date.

ARTICLE X

HOLIDAYS

A. Recognized Holidays

1. The following days will be recognized as paid holidays:

Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Crispus Attucks Day (if schools are not in session)
Good Friday
Easter Week
Memorial Day
Independence Day
Labor Day
Rosh Hashanah (1 day) (if schools are not in session)
Yom Kippur (if schools are not in session)
Columbus Day

Article X (con't)

Election Day (November)
N.J.E.A. Convention (2 days)
Veteran's Day (When not part of N.J.E.A. Convention)
Thanksgiving (2 days)
Christmas Week

2. The above named holidays will be celebrated in accordance with the school calendar and not when celebrated by the City, State or Federal Government.

ARTICLE XI

MEDICAL - HEALTH INSURANCE

A. Medical Coverage

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

B. Dental Coverage

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

C. Drug-Prescription

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

- D. The Dental and Drug-Prescription plans shall be the same as presently enjoyed by other municipal employees in Paterson.

- E. The Board reserves the right to self insure or change carriers on the above plans as long as the benefits are not reduced.

ARTICLE XII

SALARIES

A. Salary Schedule

The salary guide presented below shall be the guide to determine the pay of each law enforcement officer during the term of this contract. Each guard shall be placed on the guide according to the length of service withing the system.

<u>STEP</u>	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
0	\$ 8,800.	\$ 9,300.	\$ 9,800.
1	9,100.	9,600.	10,100.
2	9,400.	9,900.	10,400.
3	9,700.	10,200.	10,700.
4	10,000.	10,500.	11,000.
5	10,300.	10,800.	11,300.
6	10,600.	11,100.	11,600.
7	10,900.	11,400.	11,900.
8	11,200.	11,700.	12,200.
9	11,500.	12,000.	12,500.
10		12,300.	12,800.
11			13,100.

B. Longevity

After ten (10) years of service in the Paterson School System, employees shall receive an additional \$675.00 over and above the salary designated at the appropriate step of the salary guide. The \$675.00 shall be added to the employee's salary on July 1st following the completion of ten (10) years of service.

ARTICLE XIII

DUES DEDUCTION

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 associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (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. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XIV

DISMISSAL PROCEDURE

- A. After completion of three (3) months of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity or other just cause.
- B. Any employee who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Secretary-Business Administrator, which statement shall be given to the employee in writing within five (5) days after receipt of such request.
- C. Any employee who has received such notice on non-employment and statement of reasons shall be entitled to a meeting with the Secretary-Business Administrator, provided a written request for a meeting is received in the Office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

ARTICLE XV

SENIORITY

A. Seniority

1. Seniority shall be determined on the basis of date of appointment in the school district as a full time security guard of the Paterson Board of Education.
2. All accumulated seniority shall be lost when an employee resigns or is discharged for cause.

B. Layoffs

1. Layoffs due to a reduction in force, discontinuance of a facility or for any other reasons shall be made on the basis of seniority only.
2. The employer shall notify employees to be laid off at least two (2) weeks prior to the date of the layoff.

ARTICLE XVI

LIAISON COMMITTEE

The Association representatives shall meet with the Business Administrator at mutually agreed upon dates to discuss matters of interest including the improvement of security in the Paterson Public School System.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Non-discrimination

The Board and the Association agree there shall be no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. Separability

If any provision or 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.

Article XVII (con't)

C. Job Description

The job description entitled "Security Guard" and adopted by the Board shall be made a part of this Agreement. The job description defines the duties and responsibilities of the employees covered by this Agreement.

ARTICLE XVIII

DURATION OF AGREEMENT

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

ARTICLE XIX

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of February 1980.

PATERSON PUBLIC SCHOOL LAW
ENFORCEMENT ASSOCIATION

by [Signature]

by Delores A. Walker Sec.

PATERSON BOARD OF EDUCATION

by William J. Pasarelli
President

by [Signature]
Secretary-Business Administrator

TITLE: Security Guard

QUALIFICATIONS:

1. Certificate of good health signed by a licensed physician.
2. Demonstrated aptitude for successful completion of the tasks assigned.
3. Three checked and verified references.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Supervisor of Security Guards

JOB GOAL: To assist in the maintenance of a safe school environment for students, staff, and property.

PERFORMANCE RESPONSIBILITIES:

1. Patrols and supervises hallways, restrooms, entrance ways, and boiler room.
2. Checks student hall passes.
3. Keeps building clear of people not on official school business.
4. Assists visitors by giving directions and needed explanations.
5. Takes school rule offenders to school authorities.
6. Assumes fire alarm responsibilities as assigned by supervisor and/or principal.
7. Assumes traffic and parking lot responsibilities as assigned by supervisor and/or principal.
8. Assists as directed by school authorities in stopping disturbances and undue distractions in the school and on school grounds.
9. Confers with the security supervisor and/or principal on matters of concern.

10. Assists law enforcement officers as directed by supervisor and/or principal.
11. Attends safety and other meetings as required by the Security Supervisor.
12. Performs related duties as required.

TERMS OF EMPLOYMENT: Salary and work year to be established by the Board, the same having been accomplished through negotiations. *J. C. H.*