

***CONTRACT AGREEMENT***

***BETWEEN***

***THE PATERSON PUBLIC SCHOOL DISTRICT***

***AND***

***THE PATERSON FOOD SERVICE ASSOCIATION***

***2001-2002, 2002 – 2005***

# **Paterson Board of Education**

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ADMINISTRATION

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State District Superintendent

Dr. Anna DeMolli  
Assistant Superintendent  
School Operations

Mr. Michael P. Krause  
Labor Relations Officer

Dr. Joseh Fullmore  
Assistant Superintendent  
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Curriculum & Instruction

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Director of Human Resources/Personnel

Dr. E. Jean Stepherson  
Assistant Superintendent  
School Operations

Robert Murray, Esq.  
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Ms. Jacqueline Jones  
Executive Assistant to the Superintendent

Mr. David Buchholtz  
Director of Food Services

Mrs. Jeanette Lyde  
Coordinating Director of High Schools

**PATERSON FOOD SERVICE ASSOCIATION**

**Officers**

Ms. Connie Maine-Jones, President

Ms. Sandra McPherson, Vice President

Ms. Julia Bryant, Secretary

Ms. Delores Shepperson, Treasurer

**Negotiating Team**

Ms. Julia Bryant

Ms. Mary Davis

Ms. Connie Maine-Jones

Ms. Sandra McPherson

Dr. Robert Arzt, NJEA Field Representative

**DISTRICT NEGOTIATING TEAM**

Mr. David Buchholtz, Director of Food Services

Mr. Michael Gannaio, Esq., Labor Counsel

Mr. Michael P. Krause, Labor Relations Officer

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## **AGREEMENT**

This Agreement entered into this 1st day of July, 2001 by and between the Paterson Food Service Association hereinafter called the "ASSOCIATION" and the Paterson Public School District, hereinafter called the "DISTRICT".

## **WITNESSETH**

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I**

#### **RECOGNITION**

Pursuant to the provisions of Chapter 303 of the Laws of 1968, the PATERSON PUBLIC SCHOOL DISTRICT hereby recognizes the PATERSON FOOD SERVICE ASSOCIATION as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all cafeteria personnel excluding the Director of the Cafeteria, Field Managers, Dietitian and Cafeteria Aides/Monitors connected with the "Hot Lunch Program".

Unless otherwise indicated references in the Agreement to male employees shall include female employees and words in the singular shall include words in the plural where the text so requires.

### **ARTICLE II**

#### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303 Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of cafeteria workers employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all cafeteria workers, except as limited above, be reduced to writing and be executed and adopted by the District and the Association.
- 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. Definition

A "grievance" shall mean a complaint by any employee or group of employees that there has been to her or them, or to the Association, an inequitable, improper or unjust application, interpretation or violation of District policy, this Agreement, or an administrative decision, except that the term "grievance" shall not apply to:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
2. A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

B. A grievance to be considered in this procedure must be initiated by the grievant within thirty (30) calendar days from the time when the grievant knew or reasonably should have known of its occurrence.

### C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.  
  
(b) It is further understood that an employee grievant shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
3. The employee grievant, no later than five (5) working days after the receipt of the decision of his immediate superior may appeal the decision to the School Business Administrator. The appeal to the School Business Administrator must be made in writing specifying:
  - (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience;
  - (c) the results of previous discussion
  - (d) the dissatisfaction with decisions previously rendered.

The School Business Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The School Business Administrator shall communicate his decision in writing to the employee grievant, to the Association and to the immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, she, no later than five (5) working days after receipt of the School Business Administrator's decision, may request a review by the Paterson School District. The request shall be submitted in writing through the School Business Administrator who shall attach all related papers and forward the request to the Paterson School District. The District or a committee thereof, shall review the grievance and shall, at the option of the District, hold a Hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal or if a Hearing is granted, within (30) thirty calendar days of the date of the Hearing. The referred to Hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.
5. If the decision of the District does not resolve the grievance to the satisfaction of the employee grievant and she wishes review by a third party, she shall so notify the Association within ten (10) working days of receipt of the District's decision. If the Association determines that the matter should be reviewed further, it shall so advise the District through the School Business Administrator within twenty (20) working days of receipt of the Board's decision.
6. The following procedure will be used to secure the services of an arbitrator:
  - (a) A request by either the Association or the District will be made to the New Jersey State Board of Mediation for a Panel of arbitrators to be selected in accordance with the rules of the New Jersey Mediation Board.
  - (b) The arbitrator so selected shall confer with the representatives of the District and the Association and hold Hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the Hearing or, if oral Hearings have been waived, then from the date of 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 in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement. All expenses for the Arbitrator shall be equally shared by the parties.

**ARTICLE IV  
SICK LEAVE - PERSONAL LEAVE**

- A. All cafeteria workers except substitutes shall be entitled, beginning with the first official day of the school year whether or not they report on that day to ten (10) sick days and five (5) personal days. Any of the unused days shall accumulated from year to year as sick leave days with no maximum limit.
- B. Employees planning to be absent for personal reasons shall notify, in writing, the Director of Food Services a reasonable time in advance (not less than five (5) days except in case of emergency). Personal days will not be allowed either the last day prior to or the first day after a school holiday or holiday period. Request for a personal day shall not be unreasonably withheld.
- C. After one day's absence, a doctor's note may be required to return to work.
- D. If any employee continues to be absent once his/her allotted sick and personal time is used up, then said employee can be subjected to disciplinary actions.
- E. A person absent the day before or after a holiday will not be paid for the holiday.
- F. Absences occurring the day before or after a holiday shall result in forfeit of payroll compensation for the effected holiday.
- G. Family Leave Act

Employees may petition the District for benefits under the Family Leave Act by submission of a written request to the State District Superintendent. All such requests shall be considered on an individual basis. Eligibility shall be determined by guidelines established by State and Federal Laws.

The District reserves the right to introduce and enforce District policy and procedure within the law for such requests.

- H. If a cafeteria employee is absent and the District has sufficient advance notice, the District shall attempt to hire a substitute as early in the day as possible, for the full day, if possible.
- I. An employee returning to work following a prolonged [five (5) days or more] medical leave may be required to provide a doctor's note. The note must clearly state there are no restrictions and that the employee is fully capable to perform all duties.

**ARTICLE V  
TEMPORARY LEAVES OF ABSENCE**

A. Types of Leaves:

Cafeteria workers shall be entitled to the following non-accumulative leaves of absence with full pay each year.

1. Bereavement:

- a. Cafeteria workers are entitled to four (4) calendar days leave for each death of spouse, child, parents, siblings, grandparents or spouse's parents.
- b. Cafeteria workers are entitled to a total of three (3) calendar days leave for death of related members of the immediate household.
- c. Days taken in accordance with section 1(a) and 1(b) of this Article shall be consecutive calendar days, one of which shall be the day of the funeral.
- d. In the event of death of a cafeteria worker in the Paterson School District, two (2) cafeteria employees shall be selected and granted sufficient time off to attend the funeral by the Supervisor.
- e. Immediately upon return to school from a bereavement leave, cafeteria workers shall complete and file with the Paterson School District a bereavement leave form which shall be available in the Office of the Director of Food Services.

## ARTICLE VI DUES DEDUCTION

- A. The District agrees to deduct from the salary of its employees, Association dues for the said employees individually; provided however, the employee voluntarily advises the District to make such deduction. The District agrees to deduct Association dues in accordance with Chapter 310, Public Laws of the 1967, NJSA 52:14-15. 9e, and under rules established by the State Department of Education.
- B. 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 s/he 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.
- C. Prior to September 1, of each year the Association shall notify the District in writing of the regular membership dues charged by the Association. The representation fee paid by non-members shall be equal to 85% of that amount.
- D. If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.
- E. Prior to September 1, the Treasurer of the Association shall submit to the District School Business Administrator a list of employees who have not become members. The District will commence deducting the representation fee in the October paycheck and transmit it to the Association.
- F. If an employee terminates his/her employment or is terminated by the BOARD, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
- G. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- H. On the last working day of each month the District will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.
- I. The District agrees to advise each new applicant of his right to join the Association or to give a representation fee deducted from his check during the first thirty (30) days of employment.

- J. The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
- K. The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims or loss whatsoever arising as a result of said deduction.
- L. The parties agree that the above shall become effective on July 1, 1992 for implementation on September 1, 1992 and thereafter.

**ARTICLE VII  
WORK YEAR AND WORK DAY**

**A. WORK YEAR**

The work year shall not exceed 186 days, inclusive of in-service training days.

**B. WORK DAY**

1. Employees work day shall be according to the following schedule:
  1. Food Service Manager A - 6.5 hours per day
  2. Food Service Manager B - 6.5 hours per day
  3. Food Service Employee A - 6.5 hours per day
  4. Food Service Employee B - 4 hours per day
  5. Food Service Employee C - 3 3/4 hours per day
2. Employees who are assigned longer schedules, for program purposes shall be paid on an hourly basis. Hourly rate shall be equivalent to employee's base salary divided by 200 and divided again by regular work day hours.

**ARTICLE VIII  
TRANSFERS AND RE-ASSIGNMENTS**

1. Any person can apply for any position that they are interested in.
2. Based on performance of the applicants, the District will appoint the best qualified candidate to the open position.
3. The District can require transfers of permanent employees based on the needs of the District.
4. The District shall maintain the right to determine the location of employment.
5. The District shall notify the Association in advance of all staffing changes.

**ARTICLE IX  
EMPLOYEE COMPENSATION**

A. The following increase in base salaries shall be in effect for employees during the term of this contract:

**CLASSIFICATION**

		<b>2001-02</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>
Food Service Manager A	annual	18,574	19,401	20,245	21,160
	hourly	14.29	14.93	15.58	16.28
Food Service Manager B	annual	16,641	17,382	18,138	18,958
	hourly	12.80	13.37	13.95	14.58
Food Service Employee A	annual	15,115	15,788	16,475	17,220
	hourly	11.63	12.15	12.68	13.25
Food Service Employee B	annual	8,145	8,508	8,878	9,279
	hourly	10.18	10.63	11.09	11.59
Food Service Employee C	annual	6,002	6,269	6,542	6,838
	hourly	8.00	8.36	8.72	9.11

B. Longevity increments shall be added to the salary of all employees at the beginning of the school year following the employee's anniversary date as follows:

**1. Food Service Employees**

- a. \$375.00 after the completion of ten (10) years of service in the Paterson School System.
- b. \$375.00 after the completion of fifteen (15) years of service in the Paterson School System. (Total of \$750.00)
- c. \$375.00 after the completion of twenty (20) years of service in the Paterson School System. (Total of \$1,125.00)
- d. \$450.00 after the completion of twenty-five (25) years of District service. (Total of \$1,575.00)
- e. \$450.00 effective upon the completion of thirty (30) years of District service. \$150.00 at the conclusion of 2001-2002, another \$150.00 at the conclusion of 2002-2003, and a final \$150.00 at the conclusion of 2003-2004 for a total of \$450.00. After complete implementation, employee longevity after thirty (30) years will total (\$2,025).

**2. Food Service Managers**

- a. \$420.00 after the completion of ten (10) years of service in the Paterson School District.
  - b. \$420.00 After the completion of fifteen (15) years of service in the Paterson School District. (Total of \$840.00)
  - c. \$420.00 after the completion of twenty (20) years of service in the Paterson School District. (Total of \$1,260.00)
  - d. \$600.00 after the completion of twenty-five (25) years of District service. (Total of \$1,860)
  - e. \$600.00 effective upon completion of thirty (30) years of District service. \$200.00 at the conclusion of 2001-02, another \$200.00 at the conclusion of 2002-03, and a final \$200.00 at the conclusion of 2003-04 for a total of \$600.00. After complete implementation, employee longevity after thirty (30) years will total (\$2,460).
- C. Effective September 1, 1985, employees who retire under the Public Employees Retirement System shall receive a lump sum payment according to the following formula and procedure:
- 1. Starting with the 1987-88 School year, the formula is one (1) day's salary for every two (2) days of earned sick leave to a maximum of eighty (80) days of salary.
  - 2. No payment shall be made under this section unless the retiring employee has at least forty (40) days of unused sick leave available as of the retirement date.
  - 3. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 1/200th.
  - 4. Payment shall be made within thirty (30) days following the employee's effective date of retirement.
  - 5. In the event of death, the employee's estate shall receive said payment.
- D. Overtime will be paid after forty (40) hours at the rate of one and one-half times the regular rate of pay and double time on holidays and Sundays. Overtime shall be equitably applied through seniority rotation.
- E. Salary adjustments will be made after five (5) consecutive work days, defined as actual hours/days of rendered service which shall not include weekends, holidays, or any other days in which employees are not required to work, to those individuals performing the job of Food Service Manager.

**ARTICLE X  
TRAINING AND DEVELOPMENT**

- A.1. In order to improve efficiency and delivery of services, management may require staff to attend Manager Meetings, Staff In-Service Workshops or other training deemed appropriate.
- A.2. All meetings are considered mandatory. Employees unable to attend may request permission in writing to be excused. The written request must state the reason and be submitted at least two (2) days prior to the meeting or training.
- A.3. Management reserves the right to refuse an employee request to be excused. Requests will not be unreasonably denied.
- A.4. In the event of an emergency affecting an employee which prevents attendance, it shall be the responsibility of the employee to arrange to make up the intended purpose of the meeting or training.
- A.5. Failure to attend, or in the event of a missed activity to make up the meeting or training may result in a Group II violation, paragraph "d", at the discretion of the supervisor.
- A.6. Manager meetings will be scheduled to as great a degree as possible to use time prior to the start of the normal workday, workshop days and other flex-time techniques.
- A.7. Employees shall be given notice of manager and employee meetings, training or staff in-service workshops no later than two (2) weeks before the activity.
- B.1 Training will be compensated at the employee's daily rate of pay.
- B.2. Training will be provided to all members as it relates to job requirements. Responsibility for providing training rests with the District.
- C. The District shall provide staff required to attend monthly Cook Manager's meetings with a minimum of seven (7) days advance notice of meeting. The District shall seek to schedule meetings on half and/or early dismissal school days established by the State District Superintendent whenever feasible.

**ARTICLE XI  
UNIFORM ALLOWANCE AND STANDARDS**

- A. All employees except Substitute Employees shall receive a pro rated allowance of three hundred twenty five (\$325.00) dollars in 2001-2002, (\$350.00) in 2002-2003, and (\$375.00) in 2003-2004 and thereafter.
- B. Management will bid and purchase aprons to a total cost of \$25.00 per employee, which are considered a part of the uniform with the Department's logo (Management choice of color and style) for all staff members. The cost of aprons shall be deducted from the uniform allowance.
- C. When reporting to work each day or during any additional assignments, all employees must be in proper uniform as per the Uniform Standards Policy. All employees must wear a clean uniform daily.

All of the following are contingent upon the employee receiving a uniform allowance check by September 1. If the checks are received late, the timelines shall be adjusted accordingly.

- D. All employees will have until September 30 to purchase uniforms at a uniform shop in the full net amount received or, they will not be reimbursed, "subject to receipt of monies prior to September 1 by members of the unit." Items approved to purchase include blouses, pants, skirts, culottes, dresses, shoes, hose and socks.
- E. The District will require all employees to submit original receipt of purchase to the Food Service Office by October 15. Management reserves the right to inspect all items, should the sales receipt reflect a business other than a uniform store.
- F. After October 15, not being in full uniform will be considered a Group II Rules Violation.

**ARTICLE XII  
INSURANCE BENEFITS**

**A. Coverage**

1. All current employees will continue to receive optical, medical, dental and prescription coverage as stated.
2. Effective August 1, 1992, new employees will not receive optical, dental or prescription coverage until the first day of their second (2nd) year of employment.
3. Food Service Employees C, who work 3 3/4 hours per day, are not eligible for any insurance or medical benefits.

**B. Hospital Medical**

The District will continue to furnish hospital benefits to all employees and their dependents except Substitute Employees. The District shall pay the full premium for this coverage.

**C. Family Dental Plan**

1. The District shall pay the premiums based upon reasonable and usual customary fee concept, covering a family dental plan for all employees except Substitute Employees.
2. Co-Payment:

- Preventive and Diagnostic	80/100
- Remaining basic services	60/100
- Crowns, inlays and gold restorations	50/50
- Prosthodontic benefits	50/50
3. Deductible:

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate
4. Effective July 1, 1992, the District will institute the Delta Dental Incentive/Premier Unique Plan and permit enrollment in the Delta Incentive/Preferred Unique and Delta Care (Plan E) programs as alternatives.
5. Effective 2001-02 the maximum is \$1,750.00 per patient and the maximum is \$2000 per patient in any calendar year, effective July 1, 2002 and thereafter.

6. Orthodontics are applicable to eligible dependent children only.

- co-payment 50/50
- Benefits subject to a \$1,000 per case maximum separate for the maximum in Section 5.

7. Exclusions:

- a. Dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.
- b. Continuations

The comprehensive plan currently in effect shall continue for the duration of this Agreement.

D. Employee Drug-Prescription Plan

Effective July 1, 2002 the Drug Prescription Plan provided will be five (\$5.00) dollar co-pay for generic and seven (\$7.00) dollar co-pay for name brand drugs.

- E. The District agrees to provide, at no cost to the employee, optical coverage as currently enjoyed. Coverage is detailed in vision service Plan A, includes a \$20.00 deductible.
- F. The District reserves the right to change any and all insurance carriers as long as the benefits are equal to or better than the previous carrier.

**ARTICLE XIII**  
**RIGHTS OF REPRESENTATION**

- A. The Association will notify the District in writing of the names of District employees who are designated to represent a grievant at any Hearing to be held. The District employee so designated will be permitted to confer with other employees, Association representatives and District representatives, provided however the District employee shall not be charged with an absence if the hearing is held during work hours.
- B. Association representatives will be permitted to confer with District employees, provided however the District shall be notified of the proposed conference. Such Association representative shall be recognized by the District as the authorized agent for the Association in all matters between the parties.
- C. It is further agreed that such conferences will not interfere with the day to day operations of the school District and will be held at the most appropriate time to not cause a disruption in service.

**ARTICLE XIV  
MISCELLANEOUS PROVISIONS**

- A. Regular cafeteria workers shall have an opportunity to apply for summer work in the cafeteria should such opportunities exist.
- B. The District will maintain seventy three (73) positions that will include Food Service Managers and Food Service Employees in the "A" classification. The location of positions are to be determined by the District.
- C. The District will establish monthly roundtable meetings with representatives of the Association and Management for the purpose of discussing issues of mutual concern.

**ARTICLE XV  
POSTINGS AND PROCEDURES**

**A. Postings**

1. All openings for positions in the District, including promotional position, for which employees represented by the Association may be qualified and eligible, shall be publicized by the State Superintendent or designee during the school year.
  - a. When a future vacancy, promotional position becomes known, it shall be posted as soon as possible in all work locations.
  - b. The position shall be posted for a minimum of fourteen (14) calendar days.
  - c. Posting announcements will include the position title, qualifications for the position and the date upon which applications are due.
  - d. Copies of all postings shall be forwarded to the Association President.

**B. Procedures**

1. All qualified employees shall be given adequate opportunity to make application for said positions, and no position shall be filled until properly submitted applications have been considered.
  - a. The District agrees to give due weight to the background, experience and attainments of all applicants, including seniority in the district and other relevant factors.
  - b. Each applicant may be interviewed and all interviews shall be conducted and completed within a reasonable time of the closing date.
  - c. The selected candidate shall be recommended to the State District Superintendent for action.
  - d. During the period that interviews are being conducted, the District may make temporary assignments.

## ARTICLE XVI

### DISCIPLINE CODE FOR CAFETERIA WORKERS

#### A. Overview

Effective personnel practices indicate that certain rules and regulations are necessary for the safety, security and productivity of employees and the school District management. The best working conditions prevail where supervisors and employees demonstrate consideration for themselves, their fellow employees, their employer and students. To make clear the conduct which our District expects to see practiced, a series of rules and regulations have been set forth with which all employees are expected to comply. All employees should be aware of these rules. The District insists that these rules and regulations are properly observed in order to assure the well-being of all.

The rules are categorized into two major groups. Group I Rules are concerned with major items of personal conduct. Group II Rules, although somewhat less serious when violated, warrant prompt attention and correction. Both categories describe the nature of improper action and cannot be considered as the only examples.

It is the intent of the Paterson Public School District to ensure that discipline, when required, is carried out in a fair and consistent manner. While all employees are expected to conduct themselves according to generally accepted rules of conduct and performance, this article addresses itself to the relative few who do not and thereby, cause disciplinary problems. The disciplinary procedure is designed to improve the work pattern of problem employees and to provide a record of corrective action taken to modify behavior or change performance.

#### B. RULES AND REGULATIONS

##### 1. Group I Rules

Violation of any one of these rules may be considered cause of suspension and/or dismissal:

- a. Fights involving physical contact.
- b. Stealing of any records or property of the school District or property of another employee, students or other individuals on school premises.
- c. Making false statements on employee records, time sheets, insurance applications or reimbursement requests for self or other employees.
- d. Working while under the influence of alcohol, intoxicants, misuse of prescribed or non prescription drugs or other controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school District property.

e. Performing malicious acts resulting in destruction to school District or personal property.

f. Carrying a concealed weapon, or bringing, possessing or using firearms or weapons of any type on school District property.

g. Committing any act which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.

h. Committing a failure to act in such a way that lack of judgment endangers the health and safety of the students and staff.

## **2. Group II Rules**

Employees who violate any of these rules will be subject to a reprimand by their supervisor, subject to a hearing:

a. Failing to observe working hours by tardiness or by unexcused or excessive absenteeism from work or meetings/training.

b. Using profane language.

c. Leaving the work site earlier than scheduled without permission.

d. Insubordination is defined as willful failure to follow a direct order of a Supervisor when either given orally or in writing.

e. Continuing unsatisfactory evaluations concerning job efficiency after proper instruction.

f. Working without designated uniforms, gloves, etc. when the supervisor has deemed them necessary in performing the assigned job, or disregarding health and safety instruction.

g. Smoking on school property.

h. Employees not in full uniform.

i. All employees, worker and managers, must report absence to the Food Service Office prior to 8:00 a.m. each day of absence.

## C. DISCIPLINARY PROCEDURES AND ACTIONS

### 1. Steps in the Disciplinary Procedure

The following sequence of actions will normally be taken in carrying out discipline for rules violations. Based on the severity of the offense, some steps in the procedure may be bypassed.

#### a. Verbal Warning

The first step in the disciplinary procedure consists of a verbal warning followed by a counseling session which points out, in a constructive fashion, the area of deficiency and offers the employee assistance in attempting to correct same. The counseling session may consist of getting at the cause of the problem by further explanation of the rules, regulations or requirements of the job. It should be mentioned that a recurrence of the violation may result in a written warning.

#### b. Written Warning

A written warning is documentation that corrective action has not been taken as a result of the previously issued verbal warning, or that another rule has been violated. In the case of a written warning, the language of the reprimand should be clear, specifically identifying the nature and circumstances of the offense. The last statement in the written warning should state, "Subsequent disregard of the school District rules and regulations will result in further disciplinary action, up to and including discharge."

#### c. Suspension

The third step in the disciplinary procedure should be given serious consideration by both supervisor and the employee, as the next step would normally be discharge. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time.

#### d. Discharge

The final step in the disciplinary procedure is termination of employment with the school District.

### 2. Application of Disciplinary Actions

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the rules which are violated. Group I Rules are concerned with major areas of personal conduct, are areas of serious consequence and violations should never be condoned. Prompt and effective action is required of all supervisors and administrators.

a. Group I Rules Violation

(1) 1st offense: Suspension or discharge

(2) 2nd offense: Discharge

b. Group II Rules Violation

(1) 1st offense: Verbal warning

(2) 2nd offense: Written warning

(3) 3rd offense: Suspension

(4) 4th offense: Dismissal

C. The disciplinary actions described above represent the maximum penalty for Group I offenses. A margin of reason and discretion will always be left to the individual supervisor/administrator. Each case should be judged individually, with such factors as length of service, performance record, attendance, attitude, etc. being taken into consideration when evaluating the employee's total record.

1. Responsibility

Supervisors and administrators will be responsible for initiating remedial actions necessary to correct, improve and promote proper employee behavior. Consultation and guidance for uniform application of this policy is to be obtained from the Superintendent or his designee prior to issuing written warnings.

2. Documentation Procedure

Supervisors and administrators must notify the State Superintendent or his designee of all verbal warnings. In the case of a written warning or suspension notification, the Superintendent or his designee will review and approve the documentation prior to the distribution to the employee. One copy given to the employee, and one copy forwarded to the Personnel Office for inclusion in the employee's Personnel file. Written documents should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made in writing.

### 3. SEPARATION OF EMPLOYMENT

#### a. Overview

Continuity of employment has always been a major objective of the school District. Employees are recognized as valuable assets, and it is hoped that employees view their jobs as something of a personal value. For these reasons, it is the policy of the Paterson Public School District to make every practical effort to select and place individuals in the jobs suited to their skills and abilities, in order to avoid voluntary or involuntary separation. The school District recognizes, however, that separation will occur as a result of resignation, discharges, health, reduction-in-force or retirement. All employees will be treated equitably when terminating employment with the Paterson Public School District, within the State Statute.

**ARTICLE XVII  
DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2001, through and including June 30, 2002 and July 1, 2002 through June 30, 2005, without any reopeners.

**ARTICLE XVIII  
DISTRICT RIGHTS**

- A. The District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States; including but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the District and its properties and facilities and the activities of its employees;
  2. To hire all employees and to determine their qualifications or assignment, and to promote and transfer employees;
  3. To establish a code of rules and regulations of the District for the operation of the District;
  4. To make all decisions relating to the performance of the District's operations, educational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
  5. To determine the standards of performance of the employees;
  6. To take actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the District in its exclusive right to administer itself and control the work of its personnel, not to deny or restrict the District in any of its rights, responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the District not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

**ARTICLE XIX  
COMPLETENESS OF AGREEMENT**

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

In WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Paterson Food Service Association

Paterson Public School District

\_\_\_\_\_  
Ms. Connie Jones, President

\_\_\_\_\_  
Dr. Edwin Duroy  
State District Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael P. Krause  
Labor Relations Officer

Date: \_\_\_\_\_