

Contract #
389

Approve Contract for Paterson School
Custodial and Maintenance Association
1988-89, 1989-90, 1990-91

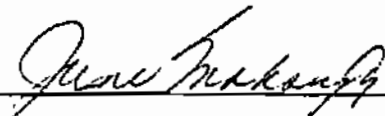
WHEREAS, the Paterson Board of Education having negotiated in good faith with the Paterson School Custodial and Maintenance Association for a contract for the 1988-89, 1989-90 and 1990-91 School Year, and

WHEREAS, the Paterson Board of Education having met in executive session and reviewed the terms and conditions of said contract, and

WHEREAS, the Chief Negotiator, Charles J. Riley, having submitted to the Paterson Board of Education the attached contract (See Schedule A) with his recommendation of approval, now therefore be it

RESOLVED, the Paterson Board of Education hereby ratifies the 1988-89, 1989-90 and 1990-91 Custodial and Maintenance Contract for the Paterson Board of Education School District, and be it further

RESOLVED, that this resolution shall be effective upon its adoption.



Reg. Mtg. 2-16-89

g/f
etc

AGREEMENT

PATERSON BOARD OF EDUCATION

AND

**PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION - NJEA-NEA**

This Agreement is entered into between the Paterson Board of Education, hereinafter referred to as the "Board," and the Paterson School Custodial and Maintenance Association, hereinafter referred to as the "Association."

RECOGNITION

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

Chief Custodians

Matrons

Custodians

Maintenance

Upkeep of Grounds Personnel

ARTICLE I - LEAVE DAYS

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

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

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



The following shall be paid holidays:

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

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

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

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

Employees shall be entitled to the following nonaccumulated leaves of absence with full pay each year.

1. Employees are entitled to four (4) calendar days leave for death of spouse, child, parents siblings, grandparents, or spouse's parents.

2. Employees are entitled to a total of three (3) calendar days leave for death of related member of the family or household.

3. Immediately upon return to school from a death leave, a unit member shall complete and file with the Board of Education, a death leave form which shall be available in the Principal's office in the individual schools, or in the Office of the Superintendent of Schools.

4. The parties agree that days taken in accordance with the provisions of this Section shall be consecutive calendar days, one of which shall be the day of the funeral.

5. It is further agreed that should special circumstances warrant a request for leave to be applied in a manner other than that described in this Section, said request shall be considered by the Superintendent of Schools and granted at his discretion.

ARTICLE II - CHANGES IN WORKING CONDITIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, the Association and the Board agree to meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

ARTICLE III - NEGOTIATION PROCEDURE

The Board and the Association agree that they shall meet no later than December 1st of the preceding calendar year in which this Agreement expires to commence negotiations for the successor contract.

The Board, or its representatives, and the Association or its representatives, shall be empowered to negotiate pending ratification by the whole Board and the members of the Association.

Should a mutually acceptable amendment to this Agreement be negotiated, it shall be reduced to writing and signed by the Board and the Association.

ARTICLE IV - BOARD POLICIES

All policies and procedures of the Board, regulating the terms and conditions of employment of Association personnel, not covered in this contract shall continue in effect, and their exclusion from this contract in no way detracts from the Association's rights to negotiate over them in the future.

ARTICLE V - PERSONNEL ROSTER

The Board shall make available to the Association the names of all Association personnel along with their school assignments plus their home addresses and phone numbers.

ARTICLE VI - GRIEVANCE PROCEDURE

A. **Grievance Definition:** A grievance shall mean a complaint by a member of the Association, or a group of Association members, or the Association, that there has been an inequitable interpretation, application or violation of policy, agreements, or administrative decision effecting him or them.

B. Nothing in this procedure shall be construed in limiting the rights of employees to discuss any grievance informally and have it solved without the involvement of the Association, provided that its adjustment is not inconsistent with the terms and conditions of employment.

C. A grievance to be instituted under this procedure must be initiated within thirty (30) days of the event or within thirty (30) days of the employee's or Association's knowledge of the event.

D. **Procedure**

Level I

a. The employee shall initially present his complaint to his immediate superior with the objective of resolving the grievance informally through discussion.

b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within three (3) calendar days, he shall present his complaint in writing to his immediate superior.

c. The immediate superior shall communicate his decision to the employee within five (5) calendar days of the receipt of the written complaint.

Level II

a. In the event that the grievance remains unsolved, or is not resolved to the satisfaction of the employee, he may submit the grievance, along with the decision of the immediate superior, in writing, to the supervisor directly over his immediate superior.

b. This supervisor shall meet with the employee within a period of five (5) calendar days from the date of his submission of the written complaint.

c. Following this meeting, this supervisor shall render a written decision within five (5) calendar days regarding the employee's grievance.

Level III

In the event the employee is still dissatisfied with the response, he may proceed at this level to the next higher authority, which may be the Board of Education or the Board Secretary. His grievance shall be submitted in writing, and within five (5) calendar days, either the Board Secretary or the Board shall meet with the employee to hear his complaint. Within ten (10) calendar days after the employee's submission of the grievance, the Secretary or the Board shall render a written decision regarding the grievance.

Level IV

In the event that the party or parties are unable to resolve the grievance after proceeding through the channels herein set forth, the said grievance may be submitted to the Association for its recommendation or lack of recommendation on submitting it to arbitration. Within five (5) calendar days after submission of the grievance to the Association, the Association shall notify the aggrieved that they will support or not support his grievance.

Level V

If the Association supports the grievance, a mutual request from the Board and the Association shall be submitted to the Executive Director of the New Jersey Public Employment Relations Commission, who will be asked to name an arbitrator according to the Commission's rules and regulations. The decision of the arbitrator shall be final and binding on matters pertaining to the language of the contract and advisory over other grievances. Costs of arbitration shall be shared jointly by the Board and the Association.

ARTICLE VII - VACATIONS

Full time Association personnel shall be granted annual vacation leave in accordance with the following regulations:

1. Full time custodial employees having less than three (3) months service prior to July 1 shall not be entitled to vacation with pay.

2. Full time custodial employees with more than three (3) months service prior to July 1 and up to one (1) year of service shall be entitled to one (1) week's vacation with full pay.

3. Full time custodial employees with service of more than one (1) year prior to July 1 and up to and not exceeding three (3) years, shall be entitled to two (2) weeks vacation with full pay.

4. All other full time custodial employees having three (3) or more years of service prior to July 1 shall receive three (3) weeks vacation with full pay. Personnel with ten (10) or more years experience in the Paterson School System shall be entitled to four (4) weeks annual vacation.

5. Vacation period for custodial employees shall begin on July 1st of each year and must terminate on or before August 15th of each year unless approved by the Superintendent of Schools.

6. The Supervisor of Custodial Maintenance shall submit to the Secretary of the Board of Education a vacation schedule covering all custodial employees.

7. It shall be the duty and responsibility of the Supervisor of Custodial Maintenance to arrange the vacation schedule in such a manner that all schools will be adequately covered by custodians during the vacation periods.

ARTICLE VIII - UNIFORMS

The Board agrees to give each employee covered by this Agreement a yearly uniform allowance of one hundred fifty dollars (\$150.00) in 1988-89, one hundred seventy-five dollars (\$175.00) in 1989-90, and two hundred dollars (\$200.00) in 1990-91. Payment shall be made on submission of a voucher to the Board of Education. Employees shall be required to maintain said uniforms.

ARTICLE IX - HEALTH INSURANCE

A. Full Health - Care Coverage

1. Provisions of Coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments.
- d. Maternity costs
- e. Surgical costs
- f. Major Medical coverage
- g. All emergency room costs effective January 1, 1987.

Employees suffering an injury requiring medical care at times when there is no one to authorize such care shall first call his chief and then proceed to get any necessary care, filing a report with the school nurse the following school day.

2. Carrier

The health insurance carrier shall be the New Jersey State Public and School Employees Health Benefits Plan. The Board may change the carrier(s) only if all of the following procedures are complied with:

- a. Any proposed new carrier or plan must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees Health Benefits Plan.
- b. The Board shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least thirty (30) days.

c. Any disputes over benefit levels or procedures which are not resolved by the parties through negotiations shall be submitted to binding arbitration.

d. Any arbitrator selected by the parties shall be experienced in the handling of health insurance issues.

e. The decision of the arbitrator shall be issued not later than fifteen (15) days from the date of the close of the hearings.

3. Complete Annual Coverage

For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30. When necessary, payment of premiums in behalf of the employee, shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4. The Board agrees to establish a contract with the program administrator carrier which shall provide for:

a. Notification by the program administrator/carrier to the employee or receipt of the employee's claims within five (5) business days.

b. School visitations by the representatives of the program administration/carrier to discuss and assist in claim filing, and to provide information concerning the insurance program. Said visitations will be made in each school in the district when necessary or as requested while school is in session.

B. Dental Coverage

1. The district shall provide full family dental coverage based upon the usual customary and reasonable fee concept.

a. Co-payment - preventive and diagnostic - 80/20
- remaining basic services - 60/40
- crowns, inlays and gold restorations - 50/50
- prosthodontic benefits - 50/50

- b. Deductible - \$25.00 per patient per contract year.
- \$75.00 family maximum aggregate
- c. Maximum - \$1,000.00 per patient in any calendar year.
- d. Orthodontics - (applicable to eligible dependent children only)
 - co-payment 50/50
 - benefits subject to \$1,000.00 per case maximum separate from the maximum in c. above.
- e. Exclusions - dependent children are not covered for prosthodontic benefits or for crowns, inlays, and gold restorations.
- f. Continuations - the comprehensive plan in effect on September 1, 1985 shall continue for the duration of this agreement.

C. Prescription Coverage

- 1. The District shall provide a prescription insurance plan (one dollar co-payment) for the full family and the premiums shall be paid by the District.
- 2. The prescription plan shall be the same as is presently enjoyed.
- 3. In addition, the maintenance drug program in effect shall continue for the duration of this agreement.

D. Retired Coverage

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.

E. Disability Insurance

The Board shall provide income disability insurance for all employees for the duration of this agreement.

ARTICLE X - LONGEVITY

Longevity for the unit employees herein defined shall commence after completion of ten (10) years' service in the Paterson School System and shall be above the salary designated at the appropriate step of the salary guide. Longevity shall be effective on July 1 after anniversary date of employment.

After 10 years	\$700
After 15 years	\$550
After 20 years	\$300

ARTICLE XI - ASSOCIATION SENIORITY/REPRESENTATION CLAUSE

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 offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year the board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the board of education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment, places of assignment, and home addresses and phone numbers for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

ARTICLE XII - SALARY GUIDE

Salaries for the term of this agreement shall be paid in accordance with the salary schedules annexed hereto and made a part hereof.

ARTICLE XIII - TERMINAL PAY

Employees who retire and file with the appropriate state pension fund shall receive a lump sum payment according to the following formula and procedure:

1. One days salary for every two (2) days of unused sick leave up 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.

ARTICLE XIV - GROUP DEFINITION

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

ARTICLE XV - SUBSTITUTES

The Board agrees to implement the following policy when men are sick or absent from their jobs:

1. In a two man school, if one man is absent three (3) consecutive days, the Board shall hire a substitute and he shall remain there until the absent man returns.

2. In schools of more than two men, if a man is absent or sick for five (5) consecutive days, the Board agrees to hire a substitute on the sixth day and he shall remain until the regular employee returns.

3. The Board agrees to hire at least six custodians, who shall remain unassigned, to act as substitutes for custodians who are absent from their jobs.

ARTICLE XVI - MISCELLANEOUS

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

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

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

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

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

(c) 1. Effective July 1, 1988 the gasoline mileage allowance allocated to those employees using their cars for district jobs shall be increased to \$3.00 per day without any limitations on the number of days during a month when such sum is payable so long as the individual did work on such day.

2. Employees shall not be required and can refuse to use their personal automobiles for school business. Employees who use their automobiles, when requested by authorized superiors on school business shall be "made whole" for any loss suffered.

(d) The Board agrees to pay the cost of firemen's licenses. Any employee possessing a fireman's license shall receive a stipend of two hundred dollars (\$200.00).

(e) Association members may be released for Association meetings with written approval of the Board secretary. Such written approval shall be for all Association members except in the following:

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

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

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

(f) The Board agrees to allow five (5) association members two (2) days off each, at no loss in pay, to attend the NJEA Convention.

(g) The Board agrees to print two hundred (200) copies of this Agreement and deliver them to the Association.

(h) Overtime shall be offered on an equitable and rotating basis within a department or trade specialty.

(i) The reference in Article VII custodial employees shall include Custodial and Maintenance employees.

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

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

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

ARTICLE XVII - DURATION OF AGREEMENT


This Agreement shall be effective _____ through and including _____ without any reopeners.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, all on the day and year first above written.

PATERSON BOARD OF EDUCATION

By: 
President

ATTEST:

By: 
Secretary

PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION

By: 
President

ATTEST:

By: _____
Secretary



PATERSON CUSTODIANS

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	11,325	12,514	13,828
1	12,090	13,359	14,762
2	12,854	14,204	15,695
3	13,619	15,049	16,629
4	14,384	15,894	17,563
5	15,295	16,901	18,676
6	16,208	17,910	19,791
7	17,120	18,918	20,904
8	18,031	19,924	22,016
9	19,241	21,261	23,493
10	19,856	21,941	24,245
11	20,767	22,948	25,358
12	21,679	23,955	26,470
13	22,047	24,362	26,920

PATERSON MAINTENANCE

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	13,217	14,605	16,139
1	13,988	15,457	17,080
2	14,762	16,312	18,025
3	15,531	17,162	18,964
4	16,302	18,014	19,905
5	17,219	19,027	21,025
6	18,137	20,041	22,145
7	19,055	21,056	23,267
8	19,973	22,070	24,387
9	20,891	23,085	25,509
10	21,808	24,098	26,628
11	22,727	25,113	27,750
12	23,093	25,518	28,197

PATERSON MATRONS

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	9,984	11,032	12,190
1	10,661	11,780	13,017
2	11,338	12,528	13,843
3	12,016	13,278	14,672
4	12,693	14,026	15,499
5	13,516	14,935	16,503
6	14,340	15,846	17,510
7	15,164	16,756	18,515
8	15,987	17,666	19,521
9	16,810	18,575	20,525
10	17,635	19,487	21,533
11	18,458	20,396	22,538
12	19,281	21,306	23,543
13	20,105	22,216	24,549
14	20,473	22,623	24,998

PATERSON CHIEF CUSTODIAN I

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	12,384	13,684	15,121
1	13,090	14,464	15,983
2	13,796	15,245	16,846
3	14,502	16,025	17,708
4	15,208	16,805	18,570
5	16,061	17,747	19,610
6	16,914	18,690	20,652
7	17,766	19,631	21,692
8	18,619	20,574	22,734
9	19,472	21,517	23,776
10	20,325	22,459	24,817
11	21,178	23,402	25,859
12	22,031	24,344	26,900
13	22,885	25,288	27,943
14	23,253	25,695	28,393.

PATERSON CHIEF CUSTODIAN II

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	12,384	13,684	15,121
1	13,090	14,464	15,983
2	13,796	15,245	16,846
3	14,502	16,025	17,708
4	15,171	16,764	18,524
5	15,987	17,666	19,521
6	16,804	18,568	20,518
7	17,619	19,469	21,513
8	18,436	20,372	22,511
9	19,252	21,273	23,507
10	20,068	22,175	24,503
11	20,885	23,078	25,501
12	21,701	23,980	26,498
13	22,518	24,882	27,495
14	23,333	25,783	28,490
15	23,701	26,190	28,940

PATERSON CHIEF CUSTODIAN III

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	12,384	13,684	15,121
1	13,090	14,464	15,903
2	13,796	15,245	16,846
3	14,502	16,025	17,708
4	15,134	16,723	18,479
5	15,913	17,584	19,430
6	16,693	18,446	20,383
7	17,472	19,307	21,334
8	18,252	20,168	22,286
9	19,031	21,029	23,237
10	19,812	21,892	24,191
11	20,591	22,753	25,142
12	21,370	23,614	26,093
13	22,150	24,476	27,046
14	22,929	25,337	27,997
15	23,709	26,198	28,949
16	24,076	26,604	29,397

PATERSON CHIEF CUSTODIAN IV

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	12,384	13,684	15,121
1	13,090	14,464	15,983
2	13,796	15,245	16,846
3	14,502	16,025	17,708
4	15,148	16,739	18,497
5	15,943	17,617	19,467
6	16,737	18,494	20,436
7	17,532	19,373	21,407
8	18,325	20,249	22,375
9	19,120	21,128	23,346
10	19,914	22,005	24,316
11	20,708	22,882	25,285
12	21,502	23,760	26,255
13	22,297	24,638	27,225
14	23,091	25,516	28,195
15	23,885	26,393	29,164
16	24,253	26,780	29,592

PATERSON CHIEF CUSTODIAN V

SALARY

<u>STEPS</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
0	12,384	13,604	15,121
1	13,090	14,464	15,983
2	13,796	15,245	16,846
3	14,502	16,025	17,708
4	15,148	16,739	18,497
5	15,943	17,617	19,467
6	16,737	18,494	20,436
7	17,532	19,373	21,407
8	18,325	20,249	22,375
9	19,120	21,128	23,346
10	19,914	22,005	24,316
11	20,708	22,082	25,285
12	21,502	23,760	26,255
13	22,297	24,638	27,225
14	23,091	25,516	28,195
15	23,885	26,393	29,164
16	24,679	27,270	30,133
17	25,047	27,677	30,583