

Contract Agreement
Between
THE PATERSON SCHOOL DISTRICT
and
THE PATERSON CUSTODIAL AND MAINTENANCE
ASSOCIATION

July 1, 2020 – June 30, 2025

PCMA – PCEA – NJEA – NEA

Year One – 2020/2021 - 3%

Year Two – 2021/2022 - 3%

Year Three – 2022/2023 – 3%

Year Four – 2023/2024 – 3%

Year Five – 2024/2025 – 3%

TABLE OF CONTENTS

Article	Title	Page
I.	RECOGNITION.....	1
II.	NEGOTIATION OF SUCCESSOR AGREEMENT.....	3
III.	GRIEVANCE PROCEDURE.....	4
IV.	EMPLOYEE RIGHTS.....	7
V.	ASSOCIATION RIGHTS.....	8
VI.	WORK YEAR.....	9
VII.	WORK SCHEDULE.....	10
VIII.	DEDUCTIONS FROM SALARY.....	13
IX.	DISCIPLINE CODE FOR MEMBERS OF THE PATERSON CUSTODIAN AND MAINTENANCE ASSOCIATION.....	14
X.	DISMISSAL OF EMPLOYEES.....	18
XI.	EMPLOYMENT PROCEDURES.....	19
XII.	SENIORITY AND JOB SECURITY.....	20
XIII.	VOLUNTARY TRANSFERS, PROMOTIONS AND POSTINGS.....	20
XIV.	INVOLUNTARY TRANSFERS.....	21
XV.	UNIFORMS, VEHICLE USE, BLACK SEAL STIPEND, TELEPHONES AND SNOW BRIGADE CHIEF.....	21
XVI.	SICK LEAVE, PERSONAL DAYS AND RETIREMENT PROVISION...	24
XVII.	ABSENTEEISM AND LATENESS.....	25
XVIII.	ADDITIONAL LEAVES.....	26
XIX.	INSURANCE BENEFITS.....	27
XX.	HEAD CUSTODIAN.....	29
XXI.	MISCELLANEOUS PROVISIONS.....	31

XXII.	SALARIES.....	32
XXIII.	PAINTING OF FACILITIES.....	32
XXIV.	PRIVATIZATION.....	33
XXV.	DURATION OF AGREEMENT.....	34
Appendix A	School Groupings.....	35
Appendix B	Salary Guides 2020-2021.....	36
	Salary Guides 2021-2022.....	37
	Salary Guides 2022-2023.....	38
	Salary Guides 2023-2024.....	39
	Salary Guides 2024-2025.....	40

This Agreement is entered into between the Paterson Public School District, hereinafter referred to as the “District”, and the Paterson School Custodial and Maintenance Association, hereinafter referred to as the “Association”

ARTICLE I.

REGOGNITION

A. UNIT

The District hereby recognizes the Association as the exclusive and majority representative for collective negotiations concerning grievances and terms and conditions of employment of all unit personnel, whether under contract, on leave, employed or to be employed by the District, including all of the following custodial and maintenance workers:

1. Custodial Employees
 - a. Chief Custodians
 - b. Mail Persons
 - c. Head Custodians
2. Maintenance Employees
 - a. Carpenters
 - b. Electricians
 - c. Glaziers
 - d. Groundskeepers
 - e. HVAC Mechanics
 - f. Masons
 - g. Painters
 - h. Truck Drivers (Food Service/Central Stores)
 - i. Plumbers
 - j. Transportation Specialist
 - k. Plasterers
 - l. Warehouse person
 - m. Roofers

But, excluding Supervisors and Assistant Supervisors, Managers, Engineers, Architect, Facility Analysts, confidential employees, and any position presently covered under an alternative bargaining unit in the District.

In the event the District reestablishes any positions that were previously included in the bargaining unit, such employees shall be included in the bargaining unit and shall be covered by the terms and conditions of this agreement. The determination of the salary and benefits applicable to such positions shall be subject to negotiations between the District Association at the time of reestablishment.

B. DEFINITIONS OF EMPLOYEE

1. Unless otherwise indicated the term “employee,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined in Section A, and all references to male employees shall include female employees.

ARTICLE II.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Changes in Terms and Conditions of Employment

Consistent with state law the District shall not affect any change concerning terms and condition of employment except those so negotiated and included as part of this Agreement and included herein.

B. The District agrees to initiate negotiations with the Association over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission on or about December 1st of the final year of the agreement, and the procedure set forth herein in a good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment which may then be of mutual concern and interest. By the same date, the Association agrees to present to the District its proposal for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place and time within fifteen (15) days after receipt of a proposal, unless the District and the Association mutually agree to an extension of time. During negotiations, the District and the Association shall present relevant data, proposals. Each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations with prior notification.

D. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

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.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and condition of employment applicable on the effective date of this Agreement for employees covered by this Agreement as established by the rules, regulations and or policies of the District in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this

Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or other detract from any employee benefit existing prior to its effective date.

G. The District agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of the Agreement, with any organization other than the association for the duration of this Agreement.

ARTICLE III.

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A “grievance” is claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

2. Aggrieved Person

An “aggrieved person” is the person or persons making the claim.

3. Party in Interest

A “party in interest” is the person or persons making the claim and any person who might be Required to take action or against whom action might be taken in order to resolve the claim.

4. Exclusion

The grievance procedure shall not apply to actions by the District to terminate employees who have more than three years’ service in the District. The procedures regarding a challenge to a termination or an employee who has more than three years served shall be governed by the provisions of Article, Dismissal of Employee.

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. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, 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 limit specified may, however, be extended by mutual agreement.

2. The parties agree, however, that any claim or grievance must be filed at the most appropriate level within thirty-five (35) calendar days of occurrence of the event.

A. Procedures

1. LEVEL ONE – Sector Supervisor or Immediate Supervisor

An employee with a grievance shall first discuss it with the building Principal or immediate Supervisor, either directly or through the Association designated representative, with the objective of resolving the matter informally.

2. Level Two – District Superintendent or Designee (Assistant Superintendent for Labor Relations/Human Resources.)

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, s/he may file the grievance, in writing, with the Association within five (5) working days after the decision, or ten (10) school days after the grievance was presented, whichever is sooner.

b. Within five (5) working days after receiving the written grievance, the Association shall refer it to the District Superintendent or Designee who shall have the authority to resolve the grievance.

c. The written application for a Level Two hearing shall include the reasons for the employee dissatisfaction with the earlier determination and the actions taken during Level One.

d. The aggrieved person shall have the right to be present and heard at Level Two.

e. The District Superintendent or Designee and the Association President shall jointly establish meeting dates as necessary.

f. All grievances must be filed at Level Two within five (5) working days prior to the date of the Level Two meeting. Said meeting may be postponed or canceled by mutual agreement of the parties.

g. The District Superintendent or Designee shall notify the Association of its determination within ten (10) school days following the Level Two hearing.

3. LEVEL THREE – Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was scheduled to be heard at Level Two, it may submit the grievance to arbitration.

b. A request for a list of arbitrators shall be made to the Public Employment Relations Commission (PERC) and the parties shall be bound by its rules and procedures.

c. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) 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 issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decisions, which requires the commission of an act, prohibited by law or 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 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.

E. CANCELLATIONS

1. The parties agree that should a scheduled arbitration session be canceled within five (5) school days of the scheduled hearing, the party requesting the cancellation shall be solely responsible for payment of the arbitrator's fee for one day. Arbitrators fees for cancellations outside of this time frame shall be divided between the parties as provided for in other sections of this Article.

2. The Association shall be entitled to have present for these hearings it's President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may be requested by the Association for the purposes of attend such hearings with no loss of pay or leave days.

F. HEARINGS, DECISION AND COST

1. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision to later than twenty (20) 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/her findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative of 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 the Agreement.

2. The cost for services of the arbitrator shall be borne equally the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

G. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his/her option, by a representative 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.

2. Reprisals

No reprisals of any kind shall be taken by the District or 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.

H. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the District Superintendent or designee directly and the processing of such grievances 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 and shall set 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 in the office of the District Superintendent or Designee and shall not be kept in the personnel file of any of the participants.

4. Forms

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

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only said parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1975, the District agrees that every employee of District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 Public Laws of 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the District, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict the District in its right to administer itself and control the work of its personnel, not to deny or restrict the District in its rights under N.J.S.A. 18A or any other national, state or local ordinance except as agreed and specified in this Agreement.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any discussion of such action asserted by the District, or any agent or representative thereof, shall not be held in public and shall be subject to the grievance procedure. Any dismissal of an employee with three years or less service or suspension, other than suspension made pursuant to the certification of tenure charges, of any employee shall, at the option of the employee, be subject to the grievance procedure.

D. Whenever any employee is required to appear before any administrator or supervisor, State District Superintendent or designee, 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, 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 an interview.

ARTICLE V

ASSOCIATION RIGHTS

A. Whenever any representative of the Association or any employee participates during regular working hours in negotiations or grievance conferences or meeting with the District or its representatives, upon mutual agreement, he shall suffer no loss in pay.

B. Representatives of the Association shall be permitted to transact official Association business including investigation of grievances at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations. The building principal, supervisor or District Superintendent or their Designee, shall determine what is reasonable. The Association shall pay for the reasonable cost of all materials.

C. The Association shall have in each school building and other buildings the use of a bulletin board in each chief custodian office or similar locations.

D. Leave for President and/or Designee

1. The elected president of the Association and/or his/her designee shall be granted no more than six (6) days with pay for the purpose of executing Association business. This may include, but not be limited to, visiting schools, investigating emerging problems, performing organizational duties, and preparing for negotiations. It is expected that visits to schools will not interfere with daily operations and the building Principal will be notified.

2. The hours hereinabove shall not be charged to accumulated sick/personal leave days, but shall be in addition to any other days granted in this Agreement.

3. Notification of days shall be made through and subject to the approval of the immediate supervisor of the President.

ARTICLE VI

WORK YEAR

A. Work Year

The work year will 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. Holidays

1. All employees shall be entitled to seventeen (17) holidays each year as follows.

2. Paid holidays shall be divided into two (2) categories: Ten (10) standard holidays as listed in paragraph 3 below and seven (7) floating holidays.

3. The standard holidays shall be Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.

4. The seven (7) floating holidays shall be used at the discretion of the employee, provided, however, that employees must submit requests for floating holidays to their immediate supervisor at least three (3) days in advance, except in emergency situations.

Use of floating holidays is not authorized for consecutive days. Use of floating holidays will not generally be approved for days before or after a standard holiday or a personal day. Exceptions in emergency situations.

5. For the standard holidays listed in Paragraph 3 above, employees shall be excused without loss of pay. In the event such standard holiday falls on a Saturday or Sunday, employees shall be granted either the preceding Friday or the following Monday off without loss of pay. If the District is open on such a standard holiday and employees are required to work, they shall be paid in accordance with Article VII, Paragraph C. for the day.

6. Employees shall be excused from work without loss of pay on all approved floating holidays. In the event an employee is required to work due to an emergency, on a day approved to be a floating holiday for that employee, the employee will receive regular straight time to pay for that day and will not be charged with a floating holiday for that day. Floating holidays which are not used during the work year shall be converted into sick days and may be accumulated.

C. Vacations

All employees shall be entitled to vacation with pay each year in accordance with the following schedule:

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

2. 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 vacation.

3. Employees with service of more than one (1) year prior to July 1, and up to three (3) years shall be entitled to two (2) weeks' vacation.

4. Employees with service of more than three (3) years prior to July 1, and up to eight (8) years shall be entitled to three (3) weeks' vacation.

5. Employees with service of more than eight (8) years prior to July 1 shall be entitled to four (4) weeks' vacation.

6. All vacation requests must be pre-approved by the Sector Supervisor. Approvals shall not be unfairly withheld; thus, the denials shall have sound operational justification for the denial.

7. Vacations may be taken throughout the school year with supervisor's approval. Yearly vacation requests shall be submitted no later than May 1. Any changes and/or adjustments shall be submitted at least one week prior to the vacation. Vacations may be taken throughout the school year with supervisor's approval. No vacations may be taken during the two (2) weeks after the closing and the two (2) weeks prior to school opening without supervisor's approval.

8. When a holiday falls within an employee's vacation period, an employee will not be charged a vacation day.

9. A maximum of five (5) vacation days may be carried over to the subsequent school year. No employee may exceed the five (5) days unless written approval is obtained in advance from their supervisor.

ARTICLE VII

WORK SCHEDULE

A. Work Hours and Work Week

1. The regular work week for all employees shall consist of five (5) consecutive days Monday through Friday.

2. All employees shall be granted a daily sixty (60) minute lunch hour maximum on all scheduled and unscheduled workdays.

3. The regular workday for first shift custodians, truck drivers and maintenance employees shall consist of eight (8) hours of actual working time, forty (40) hours per week.

4. The regular workday for all night custodians and painters other than first shift custodians shall consist of seven (7) hours of actual working time, thirty-five (35) hours per week.

5. All employees may take breaks no longer than fifteen (15) minutes in the morning. Breaks are not to be scheduled except with the approval of the employee's superior and cannot be combined or carried over to any other day or work time. It is expected that breaks shall be taken in a manner so not to disrupt the orderly process of work.

6. The supervisor retains the discretion to approve flexible work hours for employees on a limited basis when it has been requested and when, in the judgment of the supervisor, the granting of the request will not disrupt the orderly and timely completion of assigned work.

B. Shifts and Schedules

1. Summer hour schedule – At the discretion of the Director of Facilities, employees shall be assigned a summer (July-August) workday schedule to reflect:

- a. All PCMA members will be allowed to work an abbreviated day from 6:30 AM – 2 PM with a half hour lunch. This may vary by school site depending on projects in progress or special detail work being underway. (Immediate supervisor is to make this determination with exceptions approved by a Director or Sector Supervisor).
- b. Special summer projects may necessitate deviation from this schedule at specific sites which must be approved by your supervisor in advance.
- c. No one will begin their workday prior to 6:30 a.m. as per previously established policy.
- d. This summer policy is valid from July 1st through the (2) two work weeks prior to opening of school (first day of student arrival)
- e. Work schedules, including shift hours for each school for all employees, will be established at the beginning of the school year when possible. The Association will be notified of permanent schedule changes.

C. Call Time, Overtime and Compensation

- 1. Overtime shall be paid for any hours worked beyond work week (Monday through Friday), as stated in A3, A4 and A5 and B1. All overtime shall be paid either at the rate of:
 - a. One- and one-half times the employee's basic hourly rate for all hours or parts thereof worked, or
 - b. Two times (double time) the employee's basic hourly rate for all hours or parts thereof
 - c. Employees shall be paid double time for all work performed on Sundays and standard holidays. On standard holidays, this shall be in addition to the holiday pay. All other overtime, including work on Saturdays, shall be paid at the time and one-half rate.
 - d. The basic hourly rate shall be calculated by dividing the annual contract salary by 2080.
 - e. Should it become necessary for an employee to be called back to work after he/she has left for the day or be called back on a day when not scheduled to work, he/she shall be paid a minimum of two (2) hours at the applicable overtime rate. If the call back requires additional time to complete the work, the employee shall be paid for all hours or parts thereof (fifteen-minute intervals) actually worked at the overtime rate.
 - f. For the purpose of overtime; holidays, paid vacation days, sick days, bereavement days and personal days shall be considered days worked.
 - g. Every reasonable effort shall be made to assign overtime on an equitable and rotating basis.

- h. Employee may be given the option of receiving compensatory time for any time worked beyond their regular schedule. Comp time will be recognized as paid time off at the equivalent amount of time to the extra hours worked
- i. Overtime will be mandatory during inclement weather for all essential personnel, to perform boiler and building checks, snow removal and de-icing (prep/clearance)
- j. Essential personnel shall be defined as:
 - a. Building Chief Custodians
 - b. Head Custodians
 - c. HVAC Technicians
 - d. Plumbers
 - e. Snow Brigade
 - f. Carpenters

D. Special Pay Provisions

If any employee is assigned in his/her worksite or to another worksite to perform the duties of a higher paid position, due to extended (in excess of five [5] continuous working days) absence, leave or retirement of another employee, he/she shall be entitled to receive the parallel salary step and the position to which he/she is assigned, effective on the sixth (6th) consecutive working day of the assignment. Upon return or replacement of the absentee or retiree, the assigned employee shall be returned to his/her regular salary schedule.

E. District Closings

- 1. When Superintendent deems an early closing:

Whenever a special directive from the Superintendent allows for a Holiday or Emergent Early Closing Schedule and Central Office staff is not required to work a full workday on the specific declared day (usually the day before a major holiday in recognition of the holidays. The following procedure will be followed: PCMA members may be allowed to leave 1.5 (one and one half) hours early as long as it does not create a hardship on operations. The day shift will leave 1.5 (one and one half) hours early and the evening shift has the option to arrive 1.5 (one and one half) hours early and leave 5 (five) hours prior to their normally scheduled shift end time, providing for an overlap between the day and evening shift; or the evening shift can arrive at their regular time and leave 1.5 (one and one half) hours early. (Immediate supervisor will make this determination). In the event that a PCMA member stays to accommodate the district, the member will be compensated, as per, Article VII, C. p 9.

2. When the district is closed:

Whenever the district is closed due to a scheduled holiday and the Central Office staff is not required to work the following procedure will be followed: All PCMA members will be allowed to leave 1.5 (one and one half) hours early as long as it does not create a hardship on operations. The day shift will leave 1.5 (one and one half) hours (w/.5-hour lunch) early and the evening shift has the option to arrive 1.5 (one and one half) hours earlier than regular shift. They will leave 5 (five) hours prior to their normally scheduled shift end time providing for an overlap between the day and evening shift; or the evening shift can arrive at their regular time and leave 1.5 (one and one half) hours early. (Immediate supervisor will make this determination). In the event that a PCMA member has to stay to accommodate the district, the member will be compensated, as per, Article VII, C. p 9.

ARTICLE VIII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Collection

1. The District agrees to deduct from the salaries of its employees' dues for the Paterson Custodial and Maintenance Association (PCMA), the Passaic County Education Association (PCEA), the New Jersey Education Association (NJEA), and the National Education Association (NEA) as said employees individually and voluntarily authorize the District to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said moneys together with the records of any corrections shall be transmitted to the treasurer of the Paterson School Custodial and Maintenance Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Associations.

2. Each of the Associations named above shall certify to the District in writing, names of members and the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the District written notice prior to the effective date of such change. By mutual agreement this section may be amended.

B. Local, State, and National Services

The District agrees to deduct from employees' salaries money for local, state and/or national Association services and programs as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association(s).

C. Credit Union Deductions

The District shall continue to make available to employees a payroll deduction to the North Jersey Federal Credit Union. New requests shall be submitted on a monthly basis.

D. Representation Fee

1. 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 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.

2. Prior to September 1, of each year the Association shall notify the District in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members shall be equal to 85% of that amount.

3. If the representation is increased by law, it will automatically be increased at the beginning of the next Association membership year.

4. Prior to September 1, the Treasurer of the Association shall submit to the School District 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.

5. If an employee terminates his/her employment or is terminated by the District, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

6. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

7. 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, assignment, home address and telephone number.

8. The District agrees to advise each new applicant of his/her right to join the Association or to have a representation fee deducted from his/her check during the first thirty (30) days of employment.

9. The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

10. The Association agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss, whatsoever arising as a result of said deductions.

ARTICLE IX

DISCIPLINE CODE FOR MEMBERS OF THE PATERSON CUSTODIAL AND MAINTENANCE ASSOCIATION

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 violations of 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 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 problems employees and to provide a record of corrective action taken to modify behavior or change performance.

B. Rules Violations

1. Group 1 Rule Violations

Violations listed below may be considered cause for suspension of pay, withholding of increment and/or dismissal for non-tenured employees and suspension without pay, withholding of increments and/or the filing of tenure charges for tenured employees:

- a. Assaults involving contact with students and co-workers or using weapons.
- b. Verbal Threats [to cause harm to students, co-workers or employees].
- c. Stealing of any records or property of the school district or property of another employee, students or other individuals on school premises
- d. Making false statements on employee records, time sheets, insurance applications or reimbursement requests for self or other employees.
- e. Working while under the influence of alcohol, intoxicants, misuse of prescription or nonprescription drugs or other controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school district property. The parties agree to meet and discuss a comprehensive drug and alcohol procedure during the life of this agreement.
- f. Performing malicious acts resulting in destruction to school district or personal property.
- g. Carrying a concealed weapon, or bringing, possessing or using firearms or weapons of any type on school district property.
- h. Committing any act which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.

2. Group II Rule Violations

Violations listed below will subject an employee to reprimand by his/her supervisor. A repeated violation may be considered cause for suspension without pay, withholding of increments and/or dismissal of non-tenured employees and suspension without pay, withholding of increments and/or filing of tenure charges for tenured employees:

- a. Failing to observe working hours by tardiness or by unexcused or excessive absenteeism.
- b. Using profane language.
- c. Misuse of school property, including District telephones.
- d. Leaving the work site earlier than scheduled without permission.
- e. Failing to adhere to rules or regulations as defined by the supervisor either orally or in writing.
- f. Continuing unsatisfactory evaluations concerning job efficiency after proper instruction.
- g. Working without designated protective safety equipment provided by the District, such as safety shoes, safety glasses, face shields, etc. when the supervisor has deemed them necessary in performing the assigned job or disregarding safety instruction.
- h. Smoking in unauthorized areas on school property.
- j. Failure to wear uniform while performing duties. This provision shall not apply to new employees who have not been provided with uniforms.

C. Disciplinary Procedures and Actions

The following steps 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.

1. Step One – 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.

2. Step Two – 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.”

3. Step Three – 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 dismissal. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time.

4. Step Four – Dismissal or Withholding of Increment

a. Nontenured employees

For nontenured employees, subsequent disciplinary step would be withholding of increment or dismissal.

b. Tenured Employees

For tenured employees, a subsequent disciplinary step procedure would be withholding of increment or the filing of tenure charges

D. Application of Disciplinary Actions

1. 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 Rule Violations

(1) 1st offense:

(a) Nontenured Employees – Withholding of increment and/or dismissal;

(b) Tenured Employees- Suspension, withholding of increment of filing of tenure charges.

(2) 2nd offense:

(c) Nontenured Employees- Withholding of increment and/or dismissal.

(d) Tenured Employees – Withholding of increment and/or filing of tenure charges.

b. Group II Rule Violations

(1) 1st offense: Verbal warning

(2) 2nd offense: Written Warning

(3) 3rd offense: Suspension and/or Withholding of Increment

(4) 4th offense:

(a) Nontenured Employees- Withholding of increment and/or dismissal;

(b) Tenured Employees- Withholding of increment and/or filing of tenure charges.

The disciplinary actions described above represent the maximum penalty for the offense listed. 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.

2. 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.

3. Documentation Procedure

Supervisors and administrators must notify the District Superintendent or his designee of all verbal warnings. In the case of a written warning of 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. Any written document should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made. Any employee who feels he or she has been treated unfairly in the discipline process may seek redress via the grievance procedure.

4. Separation of Employment

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.

5. Withholding of Increment

The District reserves the right to take action to withhold employment and salary increment of employees for "just cause."

ARTICLE X

DISMISSAL OF EMPLOYEES

A. Definitions

1. Tenured Employees

Any employee shall attain tenure upon completion of three years of service and re-employment for a fourth year.

2. Probationary Employee

A probationary employee is an employee who has 60 days or less service in the District.

B. Reasons for Termination of Employment

1. The District may terminate the employment of an employee of inefficiency, neglect, misbehavior, other offense or other just causes.

2. All actions to terminate an employee will be in accordance with the Discipline code set forth in Article IX.

3. Employees will be provided with written notice of termination and written statement of reasons for the dismissal.

C. Termination of Employment Procedure

1. Tenured Employees

Dismissal proceedings for tenured employees will be in accordance with the requirements of Title 18A:17-3 of the New Jersey Statutes Annotated.

2. Non-Tenured Employees with Three Years or Less Service

- 1). Employees who have three years or less, but more than sixty (60) days service as of the effective date of termination, will be provided with thirty (30) days' notice of termination. and shall be required to work the days prior to the effective date of termination unless the District determines that the employee shall not be required to work.
- 2). The notice of termination must include a statement of reasons and documentation supporting the District's action. Employees who are terminated for predominately disciplinary reasons may grieve the termination pursuant to the grievance procedure in Article III with binding arbitration as the final step.

ARTICLE XI

EMPLOYMENT PROCEDURES

A. Terminal Leave Pay

1. All employees shall be paid terminal pay upon the completion of their service to compensate for earned vacation of last school year worked.
2. Earned vacation shall be paid according to the proportion of full months worked to the total school year. For twelve (12) month employees, this shall be calculated from the previous July 1.

B. Tenure

Employees shall attain tenure upon completion of three years and one day of satisfactory service.

C. Food Handling

It is agreed that food is to be handled primarily by suppliers, cafeteria workers and authorized personnel.

D. Guide Placement

Each new employee shall be placed on his/her proper step of the appropriate salary guide when first hired. All employees hired on or before January 1st of any school year shall be given credit for one year of service toward the next increment step for the following year. Employees shall be incremented through the guide consecutively.

ARTICLE XII

SENIORITY AND JOB SECURITY

A. School district seniority is defined as service by either a tenured employee. No employee who has not been employed for a minimum of three (3) years and one (1) day shall have any rights based upon seniority 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 just cause.

B. The District shall not reduce the number of employees by reason of residence, age, sex, race, religion or political affiliation and when any employee with seniority is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be placed and remain upon a preferred eligibility list, in the order of years of service, for re-employment whenever vacancies occur and shall be re-employed by the District in such order and upon re-employment shall be given full recognition for previous years in his respective positions and employment.

C. Before being laid off, an appointed employee shall be informed of all vacancies in any other work locations for which he/she is qualified and holds an appointment for the purpose of giving him/her an opportunity to be exercised to fill such vacancy. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy he/she prefers to fill. In the event that more than one appointed employee in the same 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 XIII

VOLUNTARY TRANSFERS, PROMOTIONS AND POSTINGS

Definitions

1. A voluntary transfer shall be defined as a requested change of assignment between buildings, and or any shift change assignment.
2. A promotional position is defined as any position which pays more than the position presently held by the applicant.
3. A new position shall be defined as a position newly created by the district during the term of this agreement.

Postings

1. All openings for positions in the district, including promotional positions, for which employees may be qualified and eligible, shall be publicized by the District Superintendent or Designee during the School year when they become known.
2. When a future vacancy or promotional position becomes known, it shall be posted as soon as possible in all work locations.
3. The position shall be posted for a minimum of ten (10) calendar days.
4. Posting announcements will include the position title, qualifications for the position and the closing date when all applications are due.

5. Copies of all postings shall be forwarded to the Association.

Procedure

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

ARTICLE XIV

INVOLUNTARY TRANSFERS

- A.** An involuntary transfer is a reassignment between buildings, or any shift change assignment in the excess of five (5) days which is not desired by the employee.
- B.** Except in emergencies, an involuntary transfer shall be made only after a meeting between the District Superintendent or Designee and the employee 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.** Every reasonable effort will be made to obtain volunteers for reassignments and shift changes in excess of five (5) days.

ARTICLE XV

UNIFORMS, VEHICLE USE, TELEPHONES AND SNOW BRIGADE CHIEF

A. Uniforms

1. Effective July 1, 2017, the District shall supply \$450.00 allowance per year to purchase appropriate uniforms to each employee by September 1 of each school year.
2. Should the District fail to meet the September 1 deadline specified in A.1. Above, no sanctions against the employee may be taken as allowed under Article IX.I. Until 90 days after the uniform allowance is actually provided.
3. Uniform allowance will be awarded to all new employees after 90 days of employment and provided employment starts prior to April 1 of the said year.
4. A committee of five (5) employees inclusive of three (3) bargaining unit members (which shall include at least one member from maintenance and one member from custodial groups) and two (2) supervisors will be formed and shall meet annually to review recommendations with respect to the selection of uniforms to review quality, style durability and comfort. Each party shall be responsible to select its own members.

5. All employees are required to wear uniforms in the performance of their job responsibilities, are expected to practice good personal hygiene and to wear clean, approved uniforms to work daily. Failure to wear the District uniform will result in disciplinary action.

B. Vehicle Use

1. Unless otherwise directed by the District, all maintenance employees must travel in District vehicles when conducting District business.

2. In the event that the District directs all maintenance employees to use their own personal vehicles, the maintenance employee shall be reimbursed \$10.00 per day.

3. Employees shall not be required and can refuse to use their personal vehicles for District business. All Maintenance employees hired on or after February 1, 1996, may be required to use their own personal vehicles.

4. Reimbursement will be only for days used. Vacation and sick days will be excluded from the reimbursement total.

5. Custodial employees who use their own vehicles, with approval of their immediate supervisor, shall be reimbursed at the standard mileage rate set by the Internal Revenue Service (IRS).

6. The District shall supply vehicles to transport equipment and materials which could reasonably be considered to have potential to damage an employee's personal vehicle. Should an employee voluntarily choose to use his/her personal vehicle to transport such materials, the District shall not be responsible for damage to the employee's vehicle.

In accordance with existing policy, should an employee have an accident while in performance of his/her duties the District shall compensate the employee for the amount of his/her automobile insurance deductible.

C. Black Seal License

1. The District agrees to pay the full cost of schooling, and the initial fee and renewal in connection with obtaining and maintaining a black seal license, for the duration of the employee's employment.

2. All Chief Custodians must have a Black Seal when appointed.

3. All employees represented by the Paterson Custodial and Maintenance Association who are in possession of a Black Seal license and who perform work under the authority of said licenses, shall receive a stipend of \$300.00 for the year in which the license was used. The District will pay any fee to maintain the Black Seal license only for employees who use said license at the District's request. No employee, who does not use the license, will be paid this stipend.

4. In addition to the \$300.00 annual stipend, all Chief Custodians will receive an additional stipend of \$400.00 per school year.

D. Electrical, Plumbing HVAC and Commercial Driver's License Stipends

1. Those employees who obtain, post and use in the implementation of their job description a current New Jersey Department of Labor issued license as an electrician, plumber and/or HVAC mechanic, shall be paid an annual stipend of \$700.00

2. Drivers who possess a commercial driver's license shall receive a stipend of \$300 per year.

3. Said stipend shall be in addition to the base salary and other applicable longevities.

4. All licenses must be current, posted and used. Photographic copies must be on file with their supervisor and the Department of Personnel.

5. License stipend will stop when and if said employees do not renew their licenses.

6. It is the responsibility of the employee to maintain all licenses.

E. Chief Custodians who maintain a building in excess of 200,000 square feet will receive a stipend of \$750.00.

E. Telephones

1. The District agrees that Chief Custodians will need to have access to a telephone for the purpose of communicating with custodians, supervisor, etc.

2. In those schools where the Chief Custodian does not have access to a telephone, the District agrees to install a district networked phone when feasible.

3. It is agreed by both parties that the abuse of the District's telephone is a violation of the Discipline Code as noted in Article IX.

F. Snow Removal Brigade Chief

The District will provide an annual stipend of three thousand dollars (3,000) to one (1) Snow Brigade Leader and one thousand dollars (\$1000) to one (1) employee whom the District assigns responsibilities for the upkeep, maintenance, and serving of all District equipment used in snow removal and supervision of all personnel involved in snow removal activities. The District shall have the sole and exclusive right, responsibility and authority to designate such individual without regard to seniority or any other contractual considerations. The District shall assign an assistant to the Snow Brigade Leader and shall provide an annual stipend of one-thousand \$1,000 to assist in the overall maintenance/upkeep of snow removal equipment. The District and the Association recognize and agree that many employees in the unit may perform upkeep, maintenance and servicing of some District equipment used in snow removal on an occasional basis as part of their regular job duties. This stipend will apply only to the one employee who the District designates in any given year to perform this function for the entire year. Performance of upkeep maintenance and servicing of District equipment used in snow removal on an occasional basis or by employees without the specific designation will not entitle such employees to receive this stipend or any pro-rate portion thereof.

2. ~~The~~ District shall pay this stipend to the designated Snow Brigade Leader and the Snow Brigade Assistant by April 30 of each year. In the event the employee designated by the District does not perform the duties as Snow Brigade Leader or Snow Brigade Assistant for the entire season and the District appoints an alternative employee(s) to perform this function during the year, then the District will pro-rate the stipend(s) between each of the designated employees based on the percentage of days

between October 1, and April 1, that each designated employee worked as the Snow Brigade Leader or the Snow Brigade Assistant during that year.

3. The Snow Brigade Chief will be charged with soliciting volunteers with work on the Snow Removal Brigade. Member will be solicited on a rotational basis with the first rotation being based on seniority. All members who work on the Snow Removal Brigade shall be entitled to one and a half times the employee's hourly rate on those days when District is closed due to inclement weather.

4. **District Vehicles**

a. The Director of Facilities shall have at his sole discretion the authority to assign district vehicles to those members of the Snow Brigade for the purposes of driving district vehicles to employee's home when inclement weather is predicted in order to expedite snow removal the following day.

ARTICLE XVI

SICK LEAVE, PERSONAL DAYS AND RETIRMENT PROVISION

A. Definition

Sick leave is defined as absence from work post or duty to personal illness or injury on any given workday.

B. Sick Leave

1. All employees shall be entitled to ten (10) sick leave days, with pay, per year.
2. All unused sick leave days shall be accumulated from year to year.
3. Any employee may be requested to provide documentation of illness from a physician upon request.

C. Personal Days

1. All employees shall be entitled to five (5) personal leave days, with pay, per year
2. Requests for personal days must be submitted at least three (3) days in advance except in cases of emergency.
3. Use of personal days are not authorized for consecutive days. Use of personal days will not generally be approved for days before or after a holiday. Exceptions may be approved by Supervisors.
4. All Personal Days which are not used during the work year shall be converted into sick days and may be accumulated.

D. Family Illness Days

Two (2) family illness days shall be reserved and used to care for the employee's immediate family member. These days shall be available on July 1 of each year. If the days are not used by the end of the school year, the two (2) family illness days shall be carried over into the employee's sick day bank in the same manner as personal days.

E. Retirement Provision

Upon retirement from the Paterson School District an employee shall receive the following consideration for having accumulated sick leave days.

1. One day's salary for every two (2) days of unused sick leave up to a maximum of eighty-five (85) days of salary.
2. No payment shall be made unless the retiring employee has at least twenty (20) 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 annual salary at the time of retirement by 240.
4. Payment shall be made within thirty (30) days following the employee's effective date of retirement, or on the first day in January of the calendar year following the retirement of the employee, at the discretion of the employee. The employee shall designate the date of payment to the Board within thirty (30) calendar days prior to the effective date of retirement.
5. If the employee dies, subsequent to the retirement date but prior to payment of retirement allowance, the employee's estate shall receive said payment.

F. Attendance Incentive Plans

1. At the end of each contract year any employee who has completed three (3) years of active service and who has had no absences (exclusive of vacation, holidays and bereavement) during the contract year and has accumulated a minimum of 20 sick days shall be eligible to choose to receive compensation for a maximum of ten (10) of these days at his/her per diem rate of pay.
2. Effective July 1, 2016, employees who have zero absences (excluding standard holidays, approved vacation, floating holidays, jury duty and bereavement days) and no days deducted from their accumulated sick or personal days during the period from July 1 through December 31 and/or the period from January 1 through June 30, shall be entitled to a payment of \$250 for either or both periods during which no absences were deducted. Employees shall not be eligible for this payment for any period in which they are absent on an approved leave of absence, disciplinary suspension, or other unpaid time off for any portion of such period.

ARTICLE XVII

ABSENTEEISM AND LATENESS

A. Absenteeism and Lateness

1. An employee will be considered late, with or without notification, after five (5) minutes of the scheduled start of a work shift.
2. All absenteeism must be reported by employees to the building Principal or immediate supervisor thirty (30) minutes prior to the staff member's start time of the day of the absence.
3. If the building Principal or immediate supervisor is unavailable, the Office of Custodial and Maintenance Service can be contacted to report an absence on a telephone answering machine

available 24 hours per day, 7 days per week. Failure to adhere to this procedure more than three (3) times in any contract year (July 1 – June 30) shall be considered a Group II violation and may result in disciplinary action.

4. After the third (3) lateness in a Contract Year (July 1 – June 30), the employee's immediate supervisor shall issue a written notice advising the employee that future lateness will subject the employee to disciplinary action. The notice shall include all dates on which the employee was late and the time the employee arrived for duty.

5. After the fourth (4th) lateness in a Contract Year, an employee shall be issued a Verbal Warning.

6. After the fifth (5th) lateness a Contract Year, an employee shall be issued a Written Warning.

7. After the sixth (6th) lateness in a Contract Year, and for each lateness thereafter, the employee shall be docked one-half day's pay.

8. Any employee leaving a work site prior to the end of a work shift without authority or approval may be subject to immediate disciplinary action.

9. Prior to any disciplinary action the Supervisor will hold a discussion with the employee to determine and/or review the reasons for the unauthorized leave.

ARTICLE XVIII

ADDITIONAL LEAVES

A. Employees while on any leave of absence, whereby any or all fringe benefits are not paid, may purchase any fringe benefit they wish by arranging to do so by writing the Director of Personnel. Such benefit will be at the same cost to the employee as the District pays.

B. Military Leaves

All employees of the Paterson School District are entitled to the provision of the New Jersey Statutes with respect to military leave: P.L. 1941, C119 as amended by P.L. 1942 C327 and Chapter 3 8:23-1 as amended by Chapter 351, Laws of 1953. Military Leave includes those subjects to the draft, voluntary enlistment and reserve.

C. Bereavement

1. In the event of death in the immediate family all employees shall be granted allowance as hereinafter stated.

2. An allowance will be taken after the death. Legal adoption shall constitute the same relationship as blood relationships.

3. A total of four (4) workdays absence shall be granted for the death of employee's parents, grandparents, spouse, domestic partner, children, brother(s), brother-in-law, sister(s), sister-in-law and parents of spouse or domestic partner. Bereavement leave shall be granted only for consecutive days one (1) of which shall be the day of funeral.

4. A total of three (3) workdays absence shall be granted for the death of a grandchild, two (2) workdays for the death of a relative residing in the immediate household.

5. A total of one workday absence shall be granted for the death of any other relative.

6. In order to receive payment under this provision, employees must notify their supervisor prior to commencing bereavement leave and, upon return to work from a bereavement leave, employees shall file a bereavement leave form with the District, which form shall be available in the office of the Facilities Director and the Principal's office in each building and in the Human Resources/Personnel Department in the central office building.

D. NJEA Convention

Officers of the Association are allowed, no more than two (2), may take two (2) days for the purpose of attending the New Jersey Education Association Convention, for the term of this Agreement.

E. Other Leaves

The District may, at its discretion, grant any other type of leave not covered by the previously specified leaves with salary, when in its judgment such leave is warranted and not inconsistent with best interests of the District. The District will comply with the requirements of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act as required by law, in response to employee requests for family or medical leaves of absence or unspecified leaves that satisfy the requirements of these statutes.

ARTICLE XIX

INSURANCE BENEFITS

A. Hospital – Medical Coverage

1. Provisions of Coverage

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

2. Benefits shall include coverage for (as determined by the NJ State Health Benefits Plan);

- 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. Emergency room
- h. Change in Carrier

The District may change plans only if all of the following procedures are followed:

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 District shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least sixty (60) days.

c. When a dispute over the award of benefits arises between an employee and the New Jersey State Health Benefits Plan, the District agrees to support the employee with appropriate documentation and information to assist with the claim and/or appeal process.

d. The provisions of Chapter 2, P.L. 2010 and Chapter 78, P.L. 2011 establishing employee co-pay for health benefits are incorporated by reference in this Agreement. This legal requirement for employee co-payment shall be in effect and all such payments shall be made by the bargaining unit members; the District shall not reimburse or in any way pay the employee for the co-payment the bargaining unit member has made to date. This provision shall not be subject to the grievance/arbitration provisions of this Agreement. The co-payment tables established by Chapter 78, P.L. 2011 are incorporated in Schedule A of this Agreement.

B. Dental Coverage

1. The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.

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

The District will institute the Delta Dental Incentive, Premier Unique Plan and permit enrollment in Delta Incentive/Preferred Unique and Delta Care (Plan E) programs as alternatives.

4. Maximum - \$2,000.00 per patient in any calendar year.

5. Orthodontics (applicable to eligible dependent children only)

- co-payment 50/50
- benefits subject to a \$1,000 per case maximum separate from the maximum in Section 4. Effective July 1, 2007, Orthodontics, this paragraph will be amended to increase \$1,000 to \$2,000 per case maximum. * Effective July 1, 2007, the co-pay for Flagship Dental coverage will be decreased from \$1,000 to \$800,*

-

6. Exclusions

a. Exclusions – dependent children are not covered for prosthodontic benefits or for the crowns, inlays and gold restorations.

b. Continuations – the comprehensive plan currently in effect shall continue for the duration of this agreement.

C. Prescription Coverage

1. The District shall provide a full family coverage prescription plan with a \$0, Generic, \$5.00 Retail, Mail-in \$3.00 brand co-pay effective and for subsequent years of this agreement.

2. In addition, the maintenance drug program in effect shall continue for the duration of this agreement.

D. OPTICAL COVERAGE

The District agrees to provide the employee and only for the individual employee, optical coverage as detailed in Vision Service Plan B – \$20 deductible coverage, and pay the costs thereof Effective July 1, 2007, Paragraph D, Optical Coverage, Vision Service Plan B - \$20 deductible coverage, shall be extended to include family and dependent coverage.

ARTICLE XX

HEAD CUSTODIAN

The parties acknowledge that building construction and remodeling efforts by the District necessitate the enhancement and upgrading of the skills and abilities of the custodial and maintenance staff particularly in technical areas related to building environmental systems. To that end, the District is creating a new position known as Head Custodian. In order to facilitate the upgrading of skills, the District shall reimburse employees for the cost of tuition and/or other expenses related to training programs that are specifically designed to provide participants with the skills and abilities that the District deems necessary to perform the responsibilities of the Head Custodian position.

The following provisions will govern the implementation of the Head Custodian position:

1. The District will provide at least eighteen (18) months advance notice to employees of opportunities for Head Custodian position openings through a job posting, except where extenuating circumstances do not allow for the full eighteen (18) months of notice. Each opening will be posted for a period of ten (10) days.

2. The District will provide the President of the Association with a copy of all postings for positions within the bargaining unit.

3. The District will select up to two (2) employees as Finalists for each posted position from among those who apply. The Chief Custodian working in the building for which a Head Custodian position is posted, shall be one (1) of the two (2) finalists selected, provided the Chief applies for the posted position and provided the Chief otherwise satisfies the minimum qualifications for Head Custodian as set out in the job description and/or the job posting, other than the training referenced

herein. The Director of Buildings and Grounds, or his/her designee, will evaluate the qualifications of each candidate to determine if he/she qualifies to be a Finalist and will select the second Finalist from among the employees who apply.

4. Each Finalist selected by the District shall be sent for Head Custodian training in a program selected and paid for by the District, except where a Finalist successfully completed the training prior to selection, or where the District previously paid for the employee to attend such training.

5. After the Finalist(s) completes training, the District will select one (1) of the Finalists for each posted position to serve as the Head Custodian in that building. To be selected for a Head Custodian position, the Finalist must have successfully completed training and attains a Blue Seal Refrigeration license from the State of New Jersey that Chief will be offered the Head Custodian position in the Building before any other Finalist.

6. Due to uncertainties associated with the timing of construction projects, a Finalist may be selected to fill a specific Head Custodian position in advance of the time when he/she actually is appointed to that position and begins serving in that capacity.

7. Selection as a Finalist for training does not guarantee that the employee ever will be appointed to a specific Head Custodian position or to any Head Custodian position.

8. In the event an employee successfully completes training earns a Blue Seal Refrigeration license but is not appointed as a Head Custodian on a specific posting, he/she may apply to be a Head Custodian based on another job posting. Any employee can be a candidate for a maximum of two (2) posted Head Custodian positions at any one time. An employee who was selected for a Head Custodian position and is awaiting appointment may not apply for any other posted Head Custodian position, in order to maximize the number of potential candidates who are eligible for training.

9. The District will pay for an employee to attend training and take the test for a Blue Seal Refrigeration License only once. Any employee who fails to pass the training or the test may retake the training or the test or both, at the employee's own expense.

10. The District will pay the initial fee for an employee to obtain a Blue Seal license from the State of New Jersey and will pay the cost of renewal in connection with maintaining the Blue Seal license, regardless of whether the employee actually is using the Blue Seal license at that time.

11. If a Chief does not apply for Head Custodian position posted for the building in which he/she serves as the Chief Custodian, when a Head is appointed, the Chief will be reassigned to an available Chief Custodian position in a different building, at the District's discretion. If more than one (1) position is available, the District will consider the employee's preference is reassigning him/her. The District will assign a Chief transferring under such circumstances, to a position in a comparably sized building (A, B, C), if available, or to the closed sized available building assignment. Chiefs transferred to a smaller building will be assigned to the salary guide appropriate to the new assignment, however, such Chief will not suffer a loss of pay, and instead, his/her salary will be frozen until the Salary Guide for the new position at the appropriate step based on the Chiefs length of service, exceeds the Chief's salary just prior to the transfer.

12. The District will provide the Association with a copy of a job description for the position of Head Custodian.

13. Because it is the District's intention to fill the Head Custodian positions with current employees where possible, the District will not seek any external candidates for Head Custodian positions unless no qualified employees apply for a given posted position. In the event the two (2) Finalists selected for training for a given posting each fails to complete the training program successfully and/or to attain a Blue Seal license, then the District will consider any other internal candidate who already successfully completed training and attained a Blue Seal license, including any candidates who were selected for a specific Head Custodian position and are awaiting appointment. If no such candidates are available, only then will the District consider external candidates for these positions.

14. Employees will not move to the Head Custodian salary guide and begin receiving salary based on that guide until after they are appointed and actually begin performing the job functions of a Head Custodian. Employees undergoing training, but who have not yet attained a Blue Seal license from the State of New Jersey, and employees who satisfy all the qualifications for a Head Custodian position, but who have not yet been selected for and begun work in a posted Head Custodian position will be paid based on the position they are performing and not as a Head Custodian. Likewise, employees selected for a Head Custodian position who are awaiting appointment, shall continue to be paid based on the position they are performing and not as a Head Custodian. If an employee is appointed retroactively, the salary change also will be retroactive to the date following his/her selection, when he/she actually began performing the job functions of a Head Custodian.

15. The salary guide for Head Custodian will be calculated as \$10,000 more than the salary guide for Chief Custodian, A, B, C using the same number of steps as appear on the Chief Custodian Guide. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

16. No Chief Custodian will be required or permitted to perform duties requiring a Blue Seal license unless the Chief possesses a Blue Seal License issued by the State of New Jersey. Any Chief Custodian who has completed training and possess a Blue Seal License, and is assigned to cover the duties of a Head Custodian on an extended (in excess of five (5) consecutive working days) absence, leave or retirement of another employee/he/she shall be entitled to receive the parallel salary step and position to which he/she is assigned, effective on the sixth (consecutive working day of the assignment. Upon return or replacement of the absentee or retiree, the assigned employee shall be returned to his/her regular salary schedule.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The District 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 hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, ancestry, sexual orientation, domestic partnership status, civil union status, handicap/disability, gender, age or veteran's status.

B. 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.

C. Individual Contract Compliance and Printing

Any individual contract between the District and an individual employee hereto or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling. This Agreement shall be printed and distributed by the Association after ratification. The expense of printing shall be shared equally by the District and the Association after a mutually agreed format is established.

D. No Unilateral Changes

It is understood and agreed that unilateral changes will not be made in the terms and conditions of employment which have been negotiated by the parties and which have become a part of this Agreement. It is further agreed that in accordance with the laws of the State of New Jersey any proposed changes in terms and conditions of employment not in this Agreement but applicable to employees, covered by this Agreement shall be negotiated with the Association.

ARTICLE XXII

SALARIES

A. Salary Schedules

The salary schedules of all employees under contract covered by this Agreement shall be as set forth in the attached salary schedules.

B. Longevity

Longevity for the unit employees herein defined shall commence after completion of ten (10) years' service in the Paterson School District and shall be above the base 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 or more	\$750
After 15 years or more	\$800 (total of \$1,550)
After 20 years or more	\$850 (total of \$2,400)
After 25 years or more	\$900 (total of \$3,300)

ARTICLE XXIII
PAINTING OF FACILITIES

Only individual employed by the Paterson Public School District as painters shall perform painting assignments except as indicated below in the following situations:

1. Individuals other than District painters, on an occasional basis, may perform painting and minor touch-up assignments not to exceed four (4) hours in duration. Assignments may include removal of graffiti and small repair jobs.
2. In the event painting services are required and cannot be rendered by District painters during normal work hours, painting shall be offered on an overtime basis to District painters and/or other individuals in the unit when necessary. If District painters and/or other individuals in the unit are unavailable on an overtime basis to complete assignments within the time frame required by the District, painting may be assigned to individuals outside of the Paterson Custodian Maintenance Association unit.
3. Annual/Seasonal painting of interior/exterior floors, steps and doors may be performed by District painters, other individuals of the unit and/or sub-contractors at the facility/building where individuals are assigned.

ARTICLE XXIV
PRIVATIZATION

- A.** The District agrees that ninety (90) days prior to any formal District Action to consider privatization it shall discuss the matter fully with the Association and its representatives.
- B.** In the event of the privatization of any employee category, the District shall implement and abide by the following procedure:
 1. District shall formally notify Association of an intention to privatize unit work ninety (90) days prior to budget adoption.
 2. District shall provide to the association job specifications for each position intended to be privatized at least 90 days prior to notification.
- C.** District shall provide severance benefits as follows:
 1. The District shall pay all affected unit members at their per diem rate of pay for all vacation days credited to the employee's account.
 2. The District shall maintain a seniority list of all affected employees and employees shall be recalled for any opening within their job classification in the order of their seniority.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective for five (5) years, July 1, 2020 through June 30, 2025, subject to the right of the District and the Association to negotiate a Successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2025, unless it is extended by mutual agreement in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their presidents and the District Superintendent, attested by their respective representatives, all on this 26th day of January, 2021 and confirm that said agreement was ratified by the Association on January 9, 2021 and approved by the Paterson Board of Education at its December 16, 2020 meeting.

PATERSON CUSTODIAL AND
MAINTENANCE ASSOCIATION

PATERSON PUBLIC SCHOOL DISTRICT

District Superintendent
January 26, 2021

Luis M. Rojas, Jr. Assistant Superintendent

APPENDIX A – SCHOOL GROUPINGS

Group A Schools	Group B Schools	Group C Schools
11,000 Total Sq. Ft. to 45,000 Total Sq. Ft	45,001 Total Sq. Ft. to 99,000 Total Sq. Ft.	99,001 Total Sq. Ft. to 200,000 Total Sq. Ft.
P.S. No. 1	P.S. No. 2	P.S. No. 4
P.S. No. 3	P.S. No. 6	P.S. No. 5
P.S. No. 11	P.S. No. 7	P.S. No. 9
P.S. No. 14	P.S. No. 8	P.S. No. 15
P.S. No. 17 (Urban Leadership)	P.S. No. 10	P.S. No. 16 (Great Falls Academy)
P.S. No. 19	P.S. No. 12	P.S. No. 18
EWK	P.S. No. 13	P.S. No. 21
Roberto Clemente	P.S. No. 20	P.S. No. 24
SCA (Adult Ed.)	P.S. No. 25	P.S. No. 27
P.S. No. 29	P.S. No. 26	P.S. No. 28
Panther	EWK	Martin Luther King School/ Rutland Center
Early Learning Center	Dale Avenue	John F. Kennedy High School
YES Academy	Norman S. Weir	Eastside High School
STARS	Rosa Parks High School	International High School
Early Learning Center	HARP- Colt Street	New Roberto Clemente
Young Men's Leadership Academy- YMLA	Alexander Hamilton	200 Sheridan Ave.
	Don Bosco - Paterson Catholic	90 Delaware Ave.
		Dr. Hani Awadallah School
1/2021		

**PATERSON CUSTODIAL MAINTENANCE ASSOCIATION
SALARY GUIDES**

Year 1 (20-21)

STEP	CHIEF A	CHIEF B	CHIEF C	TRUCK DR	MAINT
1	\$41,305	\$42,855	\$44,405	\$44,405	\$45,955
2	\$42,055	\$43,605	\$45,155	\$45,155	\$46,705
3	\$42,805	\$44,355	\$45,905	\$45,905	\$47,455
4	\$43,555	\$45,105	\$46,655	\$46,655	\$48,205
5	\$44,305	\$45,855	\$47,405	\$47,405	\$48,955
6	\$45,905	\$47,455	\$49,005	\$49,005	\$50,555
7	\$47,705	\$49,255	\$50,805	\$50,805	\$52,355
8	\$49,705	\$51,255	\$52,805	\$52,805	\$54,355
9	\$51,905	\$53,455	\$55,005	\$55,005	\$56,555
10	\$54,905	\$56,455	\$58,005	\$58,005	\$59,555
11	\$59,795	\$61,345	\$62,895	\$62,895	\$64,445

Note: The salaries for Head Custodians will be applicable Chief A, B, or C salary based on location and Step set out above, plus \$10,000. For example, a Head Custodian in B location with 5 years seniority (step 5) will have a salary of \$44,225 and a Head Custodian in a C location, who is at the max (Step 11), will have a salary of \$58,275. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

Year 2 (21-22)

STEP	CHIEF A	CHIEF B	CHIEF C	TRUCK DR	MAINT
1	\$42,990	\$44,540	\$46,090	\$46,090	\$47,640
2	\$43,740	\$45,290	\$46,840	\$46,840	\$48,390
3	\$44,490	\$46,040	\$47,590	\$47,590	\$49,140
4	\$45,490	\$47,040	\$48,590	\$48,590	\$50,140
5	\$46,490	\$48,040	\$49,590	\$49,590	\$51,140
6	\$47,790	\$49,340	\$50,890	\$50,890	\$52,440
7	\$49,290	\$50,840	\$52,390	\$52,390	\$53,940
8	\$51,390	\$52,940	\$54,490	\$54,490	\$56,040
9	\$53,590	\$55,140	\$56,690	\$56,690	\$58,240
10	\$56,590	\$58,140	\$59,690	\$59,690	\$61,240
11	\$61,430	\$62,980	\$64,530	\$64,530	\$66,080

Note: The salaries for Head Custodians will be applicable Chief A, B, or C salary based on location and Step set out above, plus \$10,000. For example, a Head Custodian in B location with 5 years seniority (step 5) will have a salary of \$44,225 and a Head Custodian in a C location, who is at the max (Step 11), will have a salary of \$59,125. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

Year 3 (22-23)

STEP	CHIEF A	CHIEF B	CHIEF C	TRUCK DR	MAINT
1	\$44,850	\$46,400	\$47,950	\$47,950	\$49,500
2	\$45,550	\$47,100	\$48,650	\$48,650	\$50,200
3	\$46,250	\$47,800	\$49,350	\$49,350	\$50,900
4	\$47,250	\$48,800	\$50,350	\$50,350	\$51,900
5	\$48,250	\$49,800	\$51,350	\$51,350	\$52,900
6	\$49,550	\$51,100	\$52,650	\$52,650	\$54,200
7	\$51,050	\$52,600	\$54,150	\$54,150	\$55,700
8	\$53,150	\$54,700	\$56,250	\$56,250	\$57,800
9	\$55,550	\$57,100	\$58,650	\$58,650	\$60,200
10	\$58,450	\$60,000	\$61,550	\$61,550	\$63,100
11	\$63,190	\$64,740	\$66,290	\$66,290	\$67,840

Note: The salaries for Head Custodians will be applicable Chief A, B, or C salary based on location and Step set out above, plus \$10,000. For example, a Head Custodian in B location with 5 years seniority (step 5) will have a salary of \$44,260 and a Head Custodian in a C location, who is at the max (Step 11), will have a salary of \$59,925. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

Year 4 (23-24)

STEP	CHIEF A	CHIEF B	CHIEF C	TRUCK DR	MAINT
1	\$47,215	\$48,765	\$50,315	\$50,315	\$51,865
2	\$47,965	\$49,515	\$51,065	\$51,065	\$52,615
3	\$48,715	\$50,265	\$51,815	\$51,815	\$53,365
4	\$49,715	\$51,265	\$52,815	\$52,815	\$54,365
5	\$50,715	\$52,265	\$53,815	\$53,815	\$55,365
6	\$52,215	\$53,765	\$55,315	\$55,315	\$56,865
7	\$53,715	\$55,265	\$56,815	\$56,815	\$58,365
8	\$55,715	\$57,265	\$58,815	\$58,815	\$60,365
9	\$57,715	\$59,265	\$60,815	\$60,815	\$62,365
10	\$61,215	\$62,765	\$64,315	\$64,315	\$65,865
11	\$65,015	\$66,565	\$68,115	\$68,115	\$69,665

Note: The salaries for Head Custodians will be applicable Chief A, B, or C salary based on location and Step set out above, plus \$10,000. For example, a Head Custodian in B location with 5 years seniority (step 5) will have a salary of \$44,335 and a Head Custodian in a C location, who is at the max (Step 11), will have a salary of \$60,775. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

Year 5 (24-25)

STEP	CHIEF A	CHIEF B	CHIEF C	TRUCK DR	MAINT
1	\$49,605	\$51,155	\$52,705	\$52,705	\$54,255
2	\$50,505	\$52,055	\$53,605	\$53,605	\$55,155
3	\$51,405	\$52,955	\$54,505	\$54,505	\$56,055
4	\$52,305	\$53,855	\$55,405	\$55,405	\$56,955
5	\$53,305	\$54,855	\$56,405	\$56,405	\$57,955
6	\$54,305	\$55,855	\$57,405	\$57,405	\$58,955
7	\$55,805	\$57,355	\$58,905	\$58,905	\$60,455
8	\$58,305	\$59,855	\$61,405	\$61,405	\$62,955
9	\$61,205	\$62,755	\$64,305	\$64,305	\$65,855
10	\$64,105	\$65,655	\$67,205	\$67,205	\$68,755
11	\$67,005	\$68,555	\$70,105	\$70,105	\$71,655

Note: The salaries for Head Custodians will be applicable Chief A, B, or C salary based on location and Step set out above, plus \$10,000. For example, a Head Custodian in B location with 5 years seniority (step 5) will have a salary of \$44,335 and a Head Custodian in a C location, who is at the max (Step 11), will have a salary of \$61,665. Negotiated percentage increases do not affect the \$10,000 Head Custodian stipend.

SCHEDULE A

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

(PERCENTAGE OF PREMIUM)

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.5%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER
OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)**

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 25,000	.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

INDEX

Absenteeism and Lateness-----	25
Additional Leaves-----	26
Association Rights-----	8
Deductions from Salary-----	13
Discipline Code for Members of PCMA-----	14
Dismissal of Employees-----	18
Duration of Agreement-----	34
Employee Rights-----	7
Employment Procedures-----	19
Grievance Procedure-----	4
Head Custodian-----	29
Insurance Benefits-----	27
Involuntary Transfers-----	21
Miscellaneous Provisions-----	31
Negotiation of Successor Agreement-----	3
Painting of Facilities-----	32

Privatization-----	33
Recognition-----	1
Salaries-----	32
Seniority and Job Security-----	20
Sick Leave, Personal Days and Retirement Provision-----	24
Uniforms, Vehicle Use, Black Seal Stipend, Telephones, Snow Brigade Chief-----	21
Voluntary Transfers, Promotions and Postings-----	20