

PREAMBLE

1 This Agreement entered into this _____ day of _____, 19____
 2 by and between the Board of Education of the Passaic County Regional District
 3 Number 1 of Passaic County, New Jersey, hereinafter called the "Board" and the
 4 Passaic Valley Operations Staff, hereinafter called the "Staff".

Custodial

WITNESSETH:

8 WHEREAS, the Board has an obligation pursuant to Chapter 303 Public Laws
 9 1968 (revised, 1974) to negotiate with the Staff as the representative of
 10 employees hereinafter designated with respect to the terms and conditions of
 11 employment, and

13 WHEREAS, the parties have reached certain understanding which they desire
 14 to confirm in this Agreement, be it

16 RESOLVED, in consideration of the following mutual covenants, it is hereby
 17 agreed as follows:

7/1/76 - 6/30/78

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ARTICLE I

RECOGNITION

1 A. The Board hereby recognizes the Passaic Valley Operations Staff as
2 the exclusive and sole representative for collective negotiation concerning
3 the terms and conditions of employment for non-certificated personnel under
4 contract, on leave, employed by the Board or hereinafter employed pursuant
5 to the terms of this Agreement, who are members of the Custodial Staff.

6 B. Unless otherwise indicated, the term "member", when used hereinafter in
7 this Agreement, shall refer to all employees represented by the Staff in the
8 negotiating unit as above defined.

ARTICLE II

NEGOTIATIONS PROCEDURE

- 1 A. The Board and the Staff agree to enter into collective negotiations
2 over a successor agreement in accordance with Chapter 303, Public Laws of
3 1968, (revised, 1974), in a good faith effort to reach agreement on matters
4 concerning the terms and conditions of members' employment. Such negotiations
5 shall begin during the month of October of the calendar year preceding the cal-
6 endar year in which this Agreement expires. Any agreement so negotiated
7 shall apply to all members, be reduced to writing, be signed by the Board
8 and the Passaic Valley Operations Staff upon adoption by both parties.
- 9 B. During negotiations, the Board and the Staff shall present relevant
10 data, exchange points of view and make proposals and counter-proposals.
11 The Board and the Staff shall make available to the Negotiating Committees
12 data necessary to the agreeable resolution of items being negotiated.
- 13 C. Neither party in any negotiation shall have any control over the
14 selection of the negotiating representatives of the other party. The
15 Board and the Staff shall pledge that their representatives shall be able
16 to make proposals, consider proposals and make counter-proposals in the
17 course of negotiations.
- 18 D. 1. The Negotiations Committees shall meet to review any article
19 which both parties mutually agree is in need of review.
- 20 2. Each party shall submit to the other at least seven (7) days
21 prior to the meeting, an agenda covering matters it wishes to discuss.
- 22 3. All meetings between the parties shall be regularly scheduled,
23 whenever possible, to take place when the staff members involved are free
24 from assigned responsibilities unless otherwise agreed.
- 25 4. Should a mutually acceptable amendment to this Agreement be
26 negotiated by the parties, it shall be reduced to writing, be signed by
27 the representatives of the Board and Operations Staff, and be

1 recommended for adoption by their respective bodies.

2 E. The Board agrees not to negotiate concerning said employees in the

3 negotiating unit as defined in ARTICLE I of this Agreement, with any

4 organization other than the Staff for the duration of this Agreement.

5 F. This Agreement shall not be modified in whole or in part by the

6 parties except by an instrument in writing duly executed by both parties.

ARTICLE III

INDIVIDUAL GRIEVANCE PROCEDURE

General Provisions

1. It is conceivable that conditions of employment may become a matter of concern for an individual member of the staff. This may result in a complaint against an alleged violation, misinterpretation, or inequitable application of an existing law, rule, regulation, or policy.
2. The resolution of such a concern or complaint at the earliest possible moment is desirable. It is the intent of these procedures to provide for an orderly settlement of such differences in a fair and equitable manner.
3. Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him, through administrative channels.
4. A staff member may expect to present his complaint with freedom from restraint, interference, coercion, discrimination or reprisal. Similar freedom from prejudicial action shall be granted to the Board of Education, any individual member of the Board or any member of the administrative staff hearing the complaint.
5. The staff member shall have the right to present his own appeal or to be represented and accompanied by a person or persons of his own choice at any step in his appeal.
6. All hearings shall be confidential.
7. Each party shall have access at reasonable times to all written statements and records pertaining to the case.
8. At each step of the procedures, if differences are not resolved within the prescribed time, the staff member shall have the right to move directly to the next step.

1 9. The function of these procedures is to assure equitable and proper
2 treatment under the existing laws, rules, regulations and policies
3 which relate to or affect the employee in the performance of his
4 duties. They are not designed to be used for changing such policies
5 and regulations or establishing new ones.

6 Procedures

- 7 1. The staff member shall present his complaint orally to his immediate
8 supervisor who shall orally and informally discuss the problem with
9 him in an attempt to resolve the matter.
- 10 2. If the differences are not satisfactorily resolved through this informal
11 conference within five (5) school days and/or working days, the staff
12 member may present the complaint in writing to the Assistant Superintendent
13 of the school or the Assistant Superintendent's designee. A working day
14 is identified as one on which the general school office is open for
15 business.
- 16 3. The Assistant Superintendent or his designee shall conduct whatever in-
17 vestigation he deems necessary and shall render his determination in
18 writing within three (3) school and/or working days after it is brought
19 to his attention. Copies of the decision shall be given to the employee
20 and to the supervisor.
- 21 4. The staff member, if not satisfied by the Assistant Superintendent's
22 or his designee's decision, may submit a written request to the Super-
23 intendent for review and determination. The Superintendent or his
24 designee shall gather all pertinent data and shall confer with all in-
25 terested parties, collectively and/or separately. The matter should be
26 resolved as quickly as possible but within a period not to exceed ten
27 (10) school and/or working days.

- 1 5. The Superintendent or his designee shall present his determination,
2 including supporting reasons, in writing to all concerned parties
3 and shall file a report with the Board of Education.
- 4 6. If satisfaction does not result from the Superintendent's or his
5 designee's action the staff member may request that his complaint
6 be reviewed by the Board of Education. The request shall be in writing
7 and shall be presented through the office of the Superintendent. A
8 copy of the request shall at the same time be delivered to the
9 Secretary of the Board of Education by the staff member.
- 10 7. The President of the Board of Education shall request that the
11 Superintendent submit all written records of the case for review by
12 the Board or a designated Board committee.
- 13 8. The Board or its representatives shall examine the data, may hold a
14 hearing, or shall hold a hearing if requested by any of the concerned
15 parties.
- 16 9. Any hearing must be held within ten (10) school and/or working days
17 of the receipt of the appeal by the President of the Board. All parties
18 associated with the complaint and their representative (if any) shall
19 have the right to attend and to present testimony at such hearing.
20 The Board may also require the presence and testimony of any other
21 person it so desires.
- 22 10. Within fifteen (15) school and/or working days after the conclusion of
23 the hearing the Board shall render a final decision which shall be con-
24 veyed to all major parties involved in the complaint. This decision
25 shall be conclusive except for appeals which may be provided for under
26 New Jersey Statutes.

1 11. Nothing herein contained shall be construed as limiting the right of
2 any staff member having a grievance to discuss the matter informally
3 with any appropriate member of the administration and having the
4 grievance adjusted without the intervention of the Association,
5 provided the adjustment is not inconsistent with terms of this
6 Agreement and that the Association has been given the opportunity
7 to be present at such adjustment and to state its views.

8 12. It is agreed by both parties that any time limits specified herein
9 shall be reduced to the time limits specified in a new PVOA contract
10 which may be negotiated subsequent to this Agreement.

ARTICLE IV

STAFF MEMBER - BOARD RIGHTS

I STAFF RIGHTS

1 A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that
2 every non-certificated employee of the Board shall have the right freely to
3 organize, join and support the Staff and its affiliates for the purpose of
4 engaging in collective negotiations and other concerted activities for
5 mutual aid and protection. As a duly selected body exercising governmental
6 power under the laws of the State of New Jersey the Board undertakes and
7 agrees that it shall not directly or indirectly discourage or deprive or
8 coerce any member in the enjoyment of any rights conferred by Chapter 303,
9 Public Laws 1968 or other laws of New Jersey or the Constitutions of New
10 Jersey and the United States; that it shall not discriminate against any
11 member with respect to hours, wages, or any terms or conditions of employ-
12 ment by reason of his membership in the Passaic Valley Operations Staff and
13 its affiliates, his participation in any legal activities of the PVOS and
14 its affiliates, collective negotiations with the Board or his institution
15 of any grievance, complaint or proceeding under this Agreement or otherwise
16 with respect to any term or conditions of employment.

17 B. Nothing contained herein shall be construed to deny or restrict to any
18 member such rights as he may have under New Jersey School Laws or other
19 applicable laws and regulations. The rights granted to members hereunder
20 shall be deemed to be in addition to those provided elsewhere.

21 C. No member shall be reduced in rank or compensation or deprived of any
22 contractual or established advantage without just cause. Any such action
23 asserted by the Board, or any agent or representative thereof, shall be
24 subject to the grievance procedure herein set forth.
25

1 D. Whenever any staff member is required to appear before the
2 Superintendent, member or members of the Board of Education, or any
3 Committee, representative or agents thereof concerning any matter which
4 could adversely affect the continuation of that staff member in his office,
5 position, or employment, or the salary or any increments pertaining thereof,
6 that member will be given prior written notice of the reasons for such a
7 meeting or interview and that staff member will be entitled to have a
8 representative of the P.V.O.S. present to advise that member and
9 represent such member during such meeting or interview.

10 II Board Rights

11 The Board, on its own behalf and on behalf of the electors of the District,
12 hereby retains and reserves unto itself, without limitation, all powers,
13 rights, authority, duties and responsibilities conferred upon and vested
14 in it by the laws and the Constitution of the State of New Jersey, and of
15 the United States, including, but without limiting the generality of the
16 foregoing, the right:

17 A. Executive Management

18 To the executive management and administrative control of the school system
19 and its properties and facilities, and the activities of its employees on all
20 shifts.

21 B. Hiring Rights

22 To hire all employees and subject to the provisions of law, to determine
23 their qualifications, and the conditions for their continued employment,
24 or their dismissal or demotion, and to promote, and transfer all such
25 employees.

1 C. Duties and responsibilities

2 The Board reserves the right to assign duties and responsibilities to all
3 Custodial personnel throughout all regular shifts.

4 D. Savings Clause

5 Nothing contained herein shall be considered to deny or restrict the Board
6 of its rights, responsibilities and authority under the provision of Title
7 18A of the laws of the State of New Jersey or any other national, State,
8 County, district or local laws or regulations as they pertain to education.

ARTICLE V

WORK DAY AND WORK YEAR

1 A. The regular work week for all members of the Operations Staff shall
2 be from Monday through Friday, except where holidays appear, and except
3 for custodial employees who may be assigned to work week of Tuesday
4 through Saturday.

5 1. The normal working hours for custodial employees shall be between
6 7:00 a.m. and 12:00 midnight on days when school is in session; and
7 between 7:00 a.m. and 3:30 p.m. on other working days. Those custodial
8 employees assigned to the day shift shall work 40 hours per week, ex-
9 clusive of the lunch period; those assigned to the night shift shall
10 work 40 hours per week exclusive of the lunch period. The assignment
11 of specific working hours for each employee shall be made by the
12 Assistant Superintendent.

13 2. Sunday Work - All Sunday work regardless of previous hours worked
14 in a given week shall be at double time.

15 3. Saturday and Week-day Work:

16 A. Time and one-half will be paid after 40 hrs. of work.

17 B. Holidays falling in the work week will be counted in
18 the 40 hrs. worked category.

19 C. Sick days taken within the regular five (5) day week shall
20 not count in the 40 hr. base week. Simply a staff member
21 sick on Tuesday who works on Saturday will work straight time.

22 4. Night Shift:

23 A. Hours for night shift personnel will run from 3:30 p.m.
24 to 12:00 midnight with one-half hour allowed for supper.

1 B. A 7% differential based on contractual salary shall be paid
2 to those personnel who are assigned to the 3:30 p.m. to
3 12:00 midnight shift. Differential is based on a maximum
4 of 39 weeks of the school year.

5 C. Day time personnel scheduled to work overtime (evenings)
6 will be paid at the prevailing overtime rate for the shift.

7 D. Basis for selection of night shift personnel.

8 1. Management evaluation of staff capabilities

9 2. Institutional needs

10 3. Skills and training possessed by the individual

11 4. Rating on past performance of assigned tasks

12 5. Length of service in the position at Passaic Valley
13 High School

14 5. Security Check:

15 Custodians may be assigned by the Supervisor of Building and Grounds
16 to complete a 1½ hour morning security check and 1½ hour evening
17 security check on Sundays and all custodial holidays. One and one-half
18 hour check morning and evening at double time for Sundays and all
19 custodial holidays.

20 B. Holidays with full pay shall be provided for members of the Custodial
21 Staff as follows:

22 New Year's Day
23 Washington's Birthday
24 Good Friday
25 Memorial Day
26 July 4th
27 Labor Day
28 Columbus Day
29 Veteran's Day
30 Presidential Election
31 Thanksgiving Day and following Friday
32 Christmas Eve Day
33 Christmas Day
34 New Year's Eve Day

1 Holiday Pay

2 All work performed on holidays noted on lines 22 - 28 will be paid at the
3 rate of time and one-half. Specifically, all work performed on said
4 holidays will be double time and one-half.

5 Vacations

6 1. All vacations will be approved by the Superintendent following
7 consultation with Assistant Superintendent.

8 2. Vacations for custodians shall be as follows:

9 2 weeks vacation after 1 year of employment

10 3 weeks after 5 years of employment

11 4 weeks after 15 years of employment

12 P.V.O.S. employees may apply for earned vacation time throughout the
13 contract year with the exception of the period August 15th - September
14 15th of said contract year. Requested vacation time will be reviewed
15 by the Assistant Superintendent who will limit vacation time granted
16 to P.V.O.S. employees from September 15th - June 15th of any contract
17 year to one (1) employee from the day shift and one (1) employee from
18 the night shift during any work week or weeks.

ARTICLE VI
STAFF ABSENCES

1 Sick Leave

2 All staff members with a 12 month work year shall be allowed for
3 personal illness, sick leave with full pay for twelve school days in any
4 school year. If any staff member requires in any school year less than
5 the specified number of days or sick leave with pay allowed, all days of
6 such sick leave not utilized that year shall be cumulative to be used for
7 additional sick leave as needed in subsequent years.

8 Absence for other than sick leave shall not be deducted from the
9 days allowed for personal illness.

10 Death in Family

11 P.V.O.S. employees will be allowed up to three (3) days for death in
12 the immediate family; and an allowance of one (1) day for death of a
13 relative other than those that constitute the immediate family.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

1 A. Maternity Leave of Absence

2 Any woman member of the P.V.O.S. may apply for maternity leaves under
3 the terms and conditions of Miller vs. Pequannock attached to this contract.
4 All extensions and renewals of said leaves as granted by the Board under
5 the terms and conditions of the Miller vs. Pequannock decision shall be
6 applied for in writing.

7 B. Termination of Services

8 Thirty days written notice will be required by employer and employee
9 of notice to terminate service.

ARTICLE VIII

NOTICE OF PROMOTIONS

1 A. Promotional positions are defined as follows: Positions paying a
2 salary differential and/or positions on the supervisory levels of
3 responsibility.

4 A notice shall be posted as far in advance as practicable,
5 ordinarily at least ten (10) school days before the final date when
6 applications must be submitted. A copy of said notice shall be given
7 to the Staff at the time of posting. Members who desire to apply for
8 such vacancies shall submit their applications in writing to the Superin-
9 tendent within the time limit specified in the notice and the Superintendent
10 shall acknowledge promptly in writing within five (5) days receipt of all
11 such applications. Applications shall be kept on file in the Superintendent's
12 office for consideration for a minimum period of two (2) years for future
13 vacancies, or until the office is notified in writing by an applicant
14 that the application is withdrawn, whichever event occurs first.

15 B. The giving of notice as above described shall in no wise be inter-
16 preted as compelling the Board and/or the Superintendent to hire for
17 "promotional positions" from and among the personnel of the membership
18 of the Passaic Valley Operations Staff.

ARTICLE IX

INSURANCE PROTECTION

- 1 A. As of July 1, 1971, the Board shall provide for each member all the
2 health-care insurance protection offered by the New Jersey Public and
3 School Employees Health Benefit Plan. This shall include Hospitalization
4 benefits, Surgical benefits, Rider J benefits and Major-medical benefits.
5 The Board shall pay the full premium for each member and, in cases where
6 appropriate, for family-plan insurance coverage. It shall be understood
7 that the provisions of this article shall be the same as those included
8 in a contract to be negotiated by the Board with the Passaic Valley
9 Education Association for the 1976-77 year and 1977-78.
- 10 B. The Board shall provide to each member a description of the health
11 care insurance coverage provided under this article not later than
12 September 1, 1976 which shall include a clear description of conditions
13 and limits of coverage.
- 14 C. Includes discussion and negotiations regarding health care insurance
15 protection, such as Hospitalization benefits, Surgical benefits, Rider J
16 benefits, and Major Medical benefits and other insurance for the second year
17 of this agreement which includes the period of July 1, 1977 through June 30,
18 1978.

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

- A. The following tabulations set forth the salaries which will be paid within the various job classifications for the period from July 1, 1976 to June 30, 1977.

Step 1	\$7,800.00
Step 2	8,300.00
Step 3	8,600.00
Step 4	9,000.00
Step 5	9,400.00
Step 6	10,100.00

- B. Custodial foreman shall be compensated an amount of \$600 above the figures shown under A above for Custodial employees.
- C. Includes discussion and negotiations regarding longevity and salary for the period of July 1, 1977 to June 30, 1978.

ARTICLE XI

SAFETY ALLOWANCE

- 1 The Board will provide a \$30.00 allowance for Safety shoes.
- 2 Said amount to be paid upon receipt presented by the P.V.O.S. member for
- 3 said equipment.

UNIFORM SERVICE

- 4 The Board shall continue to supply uniform service as in the past,
- 5 two changes per week.

ARTICLE XII

DURATION OF AGREEMENT

1 A. This agreement shall be effective as of July 1, 1976 and shall
2 continue in effect until June 30, 1978.

3

4 B. In witness whereof the parties hereto have caused this Agreement
5 to be signed by their respective Presidents and attested by their
6 respective Secretaries all on the day and year as shown in the Preamble
7 of this Agreement.

8

9 PASSAIC VALLEY OPERATIONS STAFF

BOARD OF EDUCATION OF THE
PASSAIC COUNTY REGIONAL HIGH
SCHOOL DISTRICT NO. 1

10

11 By _____
Its President

By _____
Its President

12

13 Attest: _____
Secretary

Attest: _____
Secretary

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

- A. The following tabulations set forth the salaries which will be paid within the various job classifications for the period from July 1, 1977 to June 30, 1978.

Step 1	\$8,300.00
Step 2	8,800.00
Step 3	9,100.00
Step 4	9,500.00
Step 5	9,900.00
Step 6	10,600.00

- B. Custodial foreman shall be compensated an amount of \$600 above the figures shown under A above for Custodial employees.