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NOT CIRCULATE

THIS AGREEMENT entered into this 21st day of October, 1974, by and between the Board of Education of the Borough of Paramus, in the County of Bergen, (herein called the "Board"), and the Paramus Public School Association of Custodians and Maintenance Workers, (herein called the "Association")

LIBRARY
Institute of Management and
Labor Relations

WITNESSETH, THAT:

Aut. 1975

WHEREAS, the Constitution of the State of New Jersey ~~RUTGERS UNIVERSITY~~

"The Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all the children in the State between the ages of five and eighteen years"; and

WHEREAS, by virtue of the provisions of N.J.S. Title 18A, the Legislature has carried out its Constitutional mandate by making provisions for local boards of education charged with certain statutory duties to be administered in their respective school districts; and

WHEREAS, the Board is the statutory agency so created and designated for the School District of the Borough of Paramus; and

WHEREAS, under the terms and provisions of the Act the Association requested that the Board recognize it as the exclusive bargaining agent of the bargaining unit consisting of custodians, matrons and maintenance employees and maintenance helpers employed by the Board in the Paramus School System (herein collectively called the "Employees"), and excluding from said bargaining unit supervisors as that term is defined in N.J.S.A. 34:13A-5.3 and all other Employees; and

WHEREAS, under the terms of the law the Board and the majority representative (the Association) are bound to negotiate in good faith the terms and conditions of employment of Employees in the unit; and

WHEREAS, by reason thereof, the Board has, pursuant to the provisions of R.S. 34:13A-1 et seq., as amended and supplemented by the provisions of Chapter 303 of the Laws of 1968, negotiated with the Association with respect to grievances and the terms and conditions of employment of said Employees for the 1974-1975 and 1975-1976 school years; and

WHEREAS, an agreement having been reached, the parties desire to embody it in writing and sign it;

NOW, THEREFORE, in consideration of the foregoing recitals and the hereinafter set forth terms and provisions and covenants, the Board and the Association agree, promise and covenant to and with each other as follows:

ARTICLE 1 - MUTUAL RECOGNITION

A. THE BOARD'S STATUS

The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Paramus of a thorough and efficient system of free public schools.

The Board hereby retains and reserves unto itself, without limitation other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment activities therein and thereon of the Employees.
2. To hire the Employees and, subject only to the provisions of law and terms of this Agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such Employees.
3. To determine the hours of employment, the duties, responsibilities and assignments of the Employees and the terms and conditions of employment, subject only to the terms of this Agreement.
4. To hire, transfer, layoff, discharge, direct the work force and determine the work force.
5. To determine the work and services to be performed by the Employees and the

manner and methods whereby such work is to be done.

6. To contract or subcontract for such work or services as the Board determines.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement, and the extent to which such expressed terms are in conformance with the Constitution and the provisions of the laws of the State of New Jersey (specifically the provisions of *R.S. 34:13A-1 et seq.* as amended and supplemented by the provisions of Chapter 303 of the Laws of 1968) and the Constitution and laws of the United States.

B. THE ASSOCIATION'S STATUS

The Board hereby recognizes the Association as the exclusive and sole representative for purposes of collective negotiations concerning the terms and conditions of employment of the Employees in the bargaining unit, including custodians, matrons and maintenance employees and maintenance helpers employed by the Board in the Paramus School System, but excluding supervisors as that term is defined in *N.J.S.A. 34:13A-5.3* and all other employees. Unless otherwise indicated, the terms "custodian, matron or maintenance employees and maintenance helpers," as used in this Agreement, shall refer to one (1) or more of the non-professional employees represented by the Association in the negotiating unit as above defined. Where the context so requires, reference to the masculine gender shall include the feminine and reference to the singular number shall include the plural.

C. ASSOCIATION RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every Employee 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. The Board agrees that it shall not directly or indirectly discourage or deprive any Employee in the employment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions 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 Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

3. No tenure Employee may be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4. The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, agenda and minutes of all Board meetings, census data, individual and group health insurance premiums and experience figures.

5. The Association shall have the right to use the inter-school mail facilities and school mail boxes. A box will be designated in each school for Association use.

ARTICLE II - HOURS OF WORK

A. The normal work day for all Employees shall consist of eight (8) working hours. The normal work week shall consist of five (5) days of eight (8) working hours each. Custodians shall have a one-half (1/2) hour paid lunch period during the normal work day; provided, however, that custodians shall not be permitted to leave the premises during said lunch period. Maintenance employees, maintenance helpers and matrons shall have a one-half (1/2) hour unpaid lunch period which shall be in addition to their normal work day.

B. Time and one-half (1-1/2) an Employee's regular straight time calculated hourly rate of pay shall be paid for all hours worked over eight (8) hours worked in any work day and for all work on Saturday, provided, however, that custodians whose shifts commence on Friday and continue into Saturday shall not be paid at time and one-half (1-1/2). Double an Employee's regular straight time calculated hourly rate of pay shall be paid for all hours worked on Sunday. An Employee who works on Saturday or Sunday shall be guaranteed three (3) hours work. All overtime pay and/or deductions from pay (resulting from lateness) shall be based upon timeclock

recordations which shall be calculated on the basis of the following. Hourly rates shall be determined by dividing an Employee's annual salary by 2080 for twelve (12) month Employees or by 1760 for ten (10) month Employees. Each hour shall be broken down into ten (10) six (6) minute segments. Subject to the provisions of the next sentence of this subsection, if an Employee on overtime works any portion of a six (6) minute segment of any hour, he shall be paid as if he worked the full six (6) minute segment of that hour. If an Employee is late for either straight time or overtime work, he shall not be paid for any six (6) minute segment of any hour during which the Employee was absent for all or any part of said six (6) minute segment. No overtime pay will be paid unless the same is specifically approved by an Employee's supervisor.

C. At such times as no Employee in a particular school has volunteered to work overtime, Employees in that particular school may be required to work overtime on a rotating alphabetical basis. The Board shall, no more frequently than once per month, make available to the Association a written list of Employees and rotation schedule.

D. It is understood that there shall be no pyramiding of overtime rate (that is, overtime shall not be required on overtime or on any premium rate).

E. The provisions of this Article and of this Agreement shall not be construed as a guarantee of hours of work per day, per week, or of days of work per week. No provision of this contract shall be deemed to be a guarantee of employment.

F. Call Back Pay.

An Employee who has worked eight (8) hours during a scheduled work day and has left and is required to return for an assignment shall be guaranteed at least three (3) hours work and shall be paid at time and one-half (1-1/2) his regular straight time calculated rate of pay for all overtime worked. Any Employee who has not worked eight (8) hours during a scheduled work day and has left and is required to return for an assignment shall be guaranteed at least three (3) hours work and shall be paid at his regular straight time calculated rate of pay until he has worked eight (8) hours in that work day and shall receive time and one-half (1-1/2) his regular straight time calculated rate of pay for all hours thereafter worked during that work day. An Employee who is required to commence work prior to the normal starting time for his assigned shift shall not be entitled to the benefits of the foregoing "call back" pay provisions; provided, however, that if an Employee is required, for snow removal purposes, to commence

work prior to the normal starting time for his assigned shift, such Employee shall be guaranteed at least three (3) hours of pay therefor. For all snow removal work which takes place prior to the Employee's normal starting time for his assigned shift, he shall be paid at time and one-half (1-1/2) his regular straight time calculated rate of pay.

G. If there is no volunteer of suitable ability, the Board shall have the right to assign an Employee to any shift for which the Board determines the Employee's services are necessary; provided, however, that, except in exceptional circumstances, the Board will assign the Employee with the least seniority, and will notify the Association Representative of the basis for making such change prior to making any change. The Board shall have the right to establish, change, modify and discontinue such shifts as it determines necessary, and shall have the right to establish and change shift hours.

ARTICLE III - TRANSFERS

The Board shall have the right to make such temporary transfers of job duties and location assignments of Employees as it determines are reasonably required. It is understood that any Employee so transferred shall be paid at the rate of his new assignment or prior position, whichever is higher.

ARTICLE IV - SALARIES

A. The salaries of all Employees covered by this Agreement shall be as set forth in Schedule "A" attached hereto.

B. In the event that the Board exercises its right to withhold for inefficiency or other good cause any salary increase, the Board does hereby agree to employ the following procedure:

1. The immediate superior and/or the School Business Administrator shall not forward any recommendation that the Board withhold a salary increase later than April 30th of the work year preceding the year in which such action would take effect. The Employee to be so deprived shall be given written notice of such recommendation.

2. Following such recommendation, arrangements shall be made to afford such Employee a reasonable opportunity to speak in his own behalf with the School Business Administrator. In order to have such an opportunity, such Employee must, within seven (7) days after receipt

of the written notice sent by the School Business Administrator, request in writing such a meeting with the School Business Administrator.

3. If, following such meeting with the School Business Administrator, such Employee desires to pursue the matter further, arrangements shall be made to afford such Employee a reasonable opportunity to speak in his own behalf before the Board. In order to have such an opportunity, such Employee must, within seven (7) days after the meeting with the School Business Administrator, request in writing such meeting with the Board. The meeting between such Employee and the Board shall not constitute a plenary hearing.

4. The Board shall be given a reasonable opportunity, following such meeting, to deliberate. If the resultant action of the Board is to withhold a salary increase, the Board shall, within ten (10) days after such meeting, give written notice of such action, together with the reasons therefor, to the Employee concerned.

5. The Director of Maintenance shall, whenever there comes to his attention the fact of an Employee's inefficiency or any other cause which might constitute a basis for invoking the provisions of this Section B, personally confer with the Employee in question in order to effect a cessation of such inefficiency or other such cause.

6. Should the Employee be dissatisfied with the decision of the Board, he shall have the right to appeal to the Commissioner of Education.

C. When an Employee is required to use his own automobile in the performance of his work duties, he shall be reimbursed for the use of said automobile at the rate of thirteen cents (\$.13) per mile. When possible, an Employee shall notify his supervisor before using his automobile and shall obtain his permission for such use.

D. Each Employee holding a valid fireman's license shall, as of April 15th of any year, receive one lump sum payment of FIFTY (\$50.00) DOLLARS during the succeeding July pay period.

E. Each Employee shall, as of July 1 of the year following completion of ten (10) years of service in the Paramus School System, receive a salary increase of ONE HUNDRED (\$100.00) DOLLARS.

F. On and after July 1, 1975, each "custodian" Employee retiring after fifteen (15) or more

years of service in the Paramus School System shall receive an amount equal to fifty (50%) per cent of his number of accumulated sick leave days times TWENTY (\$20.00) DOLLARS. Such payment shall be made upon retirement.

ARTICLE V - GROUP INSURANCE

A. The health care insurance and major medical program provided by the New Jersey Blue Cross-Blue Shield Plan with Rider J, and including prevailing fee provisions, shall remain in effect for each participating Employee for and during the period of his employment by the Board.

B. The Board shall pay the full premium chargeable to each participating Employee for either single, husband-wife, or family coverage, whichever may be applicable. The Board, the Association, and the Employees agree to cooperate to try and avoid situations in which Employees who have independent New Jersey Blue Cross-Blue Shield and/or Rider J coverage receive duplicate coverage under this Agreement.

C. The Board shall provide each new Employee with such descriptive brochure as may be made available by the New Jersey Blue Cross-Blue Shield Plan, setting forth the details concerning the health care insurance program.

D. Upon the recall or return to work of any Employee after a layoff, leave of absence, or absence for any other reason, the Board will again assume the cost and provide the aforementioned welfare protection, subject to the terms and provisions of the policies providing the same.

E. All Employees shall be responsible for notifying the Board in writing of their dependent status and any change in their dependent status.

ARTICLE VI - NO DISCRIMINATION

The Board and the Association agree that there will be no discrimination against any Employee on the basis of race, creed, sex, color, national origin or membership in the Association.

ARTICLE VII - PERSONAL LEAVE

A. TYPES

1. Death in Immediate Family

If an Employee, who has been in the continuous employ of the Board for six (6) months and is actually working, is absent as a result of a death in his immediate family (as hereinafter defined), the Board shall grant a leave of absence with full pay for such number of days, not exceeding a maximum of five (5) days, as the Director of Maintenance shall, in his sole discretion, on a case to case basis, recommend; provided, however, that the Employee attend the funeral. The term "immediate family," as used herein, shall include the following relatives of the Employee and of the Employee's spouse: spouse, child, parent, brother, sister, and grandparent, regardless of place of residence, and other relative who, at the time of the death, was a member of the Employee's household.

2. Serious Injury Or Illness In Immediate Family

If an Employee's absence shall be due to a serious injury or illness in the immediate family (as heretofore in this ARTICLE defined), the Board shall grant a leave of absence with full pay for a maximum of one (1) full day, to enable the Employee to make arrangements for the essential security of his family.

3. Miscellaneous Purposes

For one (1) or more of the following stated purposes, each Employee shall be granted, with full pay, one (1) or more personal leaves of absence that total, in the aggregate and in any combination, not more than five (5) days in any school year non-cumulatively, provided, that in any specific instance, the number of days of absence for that purpose shall not exceed the number of days set opposite that purpose:

- | | |
|---|-----------------------------|
| a. Physician's Appointment (proof of attendance required) | two (2) one half (1/2) days |
| b. Attendance at a graduation or acceptance of a degree | one (1) day |
| c. Compulsory courtroom attendance | two (2) days |

- d. Funeral of relative or close friend one (1) day
- e. Family problems (no requirement to state problem) one (1) day
- f. Miscellaneous day (approval required) one (1) day

B. PROCEDURES

1. An Employee shall give five (5) days written notice, in the form prescribed by the Board, to the Director of Maintenance in advance of any absence covered by Section A(3) of this ARTICLE, or such shorter notice as practical in the event of an emergency. Such notice shall state only the particular category under which the leave is to be taken and the date or dates the Employee is to be absent. The Employee shall be entitled, upon giving such notice, to be absent for the reason or purpose stated therein without further action by the Director of Maintenance; provided, however, that no Employee shall be entitled, upon giving such notice, to be absent for the reason or purpose stated therein without the prior written approval of the Director of Maintenance in the case of an absence covered by Section A(3)(f) of this ARTICLE.

2. An Employee who is absent under this ARTICLE shall, however, file with the Director of Maintenance such additional data or evidence in support of the right to be absent as the Director of Maintenance or the Board may reasonably require in specific situations, and until such additional materials is so filed, or if the material does not substantiate the Employee's right to the absence under this ARTICLE, the Employee shall not be entitled to salary for the period of absence.

3. For each day's absence not provided for in this ARTICLE or not approved when so required, there shall be deducted from the Employee's salary a sum equivalent to one (1) day's pay.

ARTICLE VIII - JURY DUTY

If an Employee actually loses work because he is required to serve on any jury, he will be reimbursed for any applicable straight time lost (not to exceed eight (8) hours in any one (1) work day) less the jury duty fee received by him with respect to such lost days as evidenced by a certificate by the clerk of the court. The Employee shall immediately notify the Board when he receives a notice of jury duty.

ARTICLE IX - MILITARY LEAVE

Any Employee who enters the Armed Forces of the United States shall not be denied any benefits and protections afforded by Federal and State laws.

ARTICLE X - GRIEVANCE PROCEDURE

1. A. A "grievance" is any dispute except as hereinafter provided, between an Employee or the Association and the Board concerning the interpretation, application or violation of (i) a provision of this Agreement; or (ii) a written policy or administrative decision based on a written policy affecting an Employee.

B. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law or rule or regulation of the Commissioner or State Board of Education; (b) any matter as to which the Board does not have the legal authority to act; or (c) a failure or refusal of the Board to renew the employment contract of a non-tenure Employee.

2. PURPOSE

The purpose of this ARTICLE is to establish a procedure under which a grievance may be processed as rapidly as possible and equitably adjusted at the lowest level possible. Each party shall endeavor to expedite the process and to keep the proceedings as informal as the procedure at any given level will, in the judgment of such party, permit.

3. LEVELS OF PROCEDURE

A. Level One - Step One: An Employee with a grievance shall, within five (5) working days after either the occurrence of the event or acts which gave rise to the grievance or the date on which the Employee knew of or would be reasonably expected to know of such, first orally discuss it with his immediate supervisor with the objective of resolving the matter informally. The immediate supervisor shall communicate his decision to the Employee within three (3) working days next following said oral discussion. If the immediate supervisor fails to communicate his decision within said three (3) working day period, the relief sought shall be deemed denied and the Employee may proceed to Step Two of Level One of the grievance procedure.

Level One - Step Two: If the relief sought in Step One of Level One is denied, the Employee may, within three (3) working days following the denial file his grievance in writing with his immediate supervisor setting forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken. The immediate supervisor shall communicate his decision in writing to the Employee within three (3) working days next following the filing of the written grievance. If the immediate supervisor fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the Employee may proceed to the next Level of the grievance procedure.

B. Level Two: If the Employee is not satisfied with the disposition of his grievance at Step Two of Level One, the Employee may, within three (3) working days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Director of Maintenance setting forth the specific nature of the grievance, the facts relating thereto, the respect in which the Employee disagrees with the decision at Step Two of Level One and the action requested to be taken by the Director of Maintenance. If the appeal is not timely filed in writing with the Director of Maintenance, the decision at Step Two of Level One shall be final and the matter closed. If the appeal is timely filed with the Director of Maintenance, then within five (5) working days after the appeal has been filed with the Director of Maintenance, the matter shall be orally discussed between the Director of Maintenance and the Employee. The Director of Maintenance shall communicate his decision in writing to the Employee within six (6) working days after the conclusion of said oral discussion. If the Director of Maintenance fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Employee may proceed to the next Level of the grievance procedure.

C. Level Three: If the Employee is not satisfied with the disposition of his grievance at Level Two, the Employee may, within three (3) working days after the decision at Level Two, request in writing that the Association file an appeal on behalf of the Employee with the School Business Administrator. The Association may, within five (5) working days after receipt of said written request from the Employee, file an appeal in writing with the School Business Administrator setting forth the specific nature of the grievance, the facts relating thereto, the respect in which the Employee disagrees with the decision of the Director of Maintenance and the action requested to be taken by the School Business Administrator. If the Association fails to timely file the written appeal with the School Business Administrator, the decision at Level Two shall be final and the matter closed. If the Association files the written appeal with the School Business Administrator within the time limit provided, the matter shall be orally discussed by and between the School Business Administrator, the Association and the Employee

within eight (8) working days after the appeal has been filed with the School Business Administrator; and the School Business Administrator shall communicate his decision in writing to the Association within five (5) working days after the conclusion of said oral discussion. If the School Business Administrator fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the grievance procedure.

D. Level Four: If the Employee is not satisfied with the disposition of his grievance at Level Three, the Employee may, within three (3) working days after the decision at Level Three, request in writing that the Association file an appeal on behalf of the Employee with the Board or its designee. The Association may, within five (5) working days after receipt of said written request from the Employee, file an appeal in writing with the Board or its designee setting forth the specific nature of the grievance, the facts relating thereto, the respect in which the Employee disagrees with the decision of the Director of Maintenance and the action requested to be taken by the Board or its designee. If the Association fails to timely file the written appeal with the Board or its designee, the decision at Level Three shall be final and the matter closed. If the Association files the written appeal with the Board or its designee within the time limit provided, the matter shall be orally discussed by and between the Board or its designee, the Association and the Employee within eight (8) working days after the appeal has been filed with the Board or its designee; and the Board or its designee shall communicate its decision in writing to the Association within five (5) working days after the conclusion of said oral discussion. If the Board or its designee fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the grievance procedure.

E. Level Five: If any grievance is not resolved at Level Four, the Association may, within five (5) working days after the decision of the Board or its designee at Level Four, serve written notice on the Board or its designee of its desire to submit the grievance to binding arbitration as hereinafter provided. If timely notice is not served upon the Board or its designee, the decision at Level Four shall be final and the matter closed.

4. ARBITRATION PROCEDURE

A. In the event that the grievance is to be submitted to binding arbitration before an arbitrator, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable

to agree upon an arbitrator, the Association or the Board shall, within ten (10) working days after the request to submit the grievance to binding arbitration request a list of arbitrators to be submitted by the American Arbitration Association. The Board and the Association shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

B. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

C. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

5. The time limits prescribed in the aforementioned grievance Steps may be extended by mutual agreement between the Association and the Board.

6. No Association Representative in the performance of his duty as such shall unreasonably interfere with or interrupt any work of any Employee. Discussions provided in the grievance Levels shall be held at such time as the Board's representative designates within a reasonable time of the request. All grievance discussions shall be kept to a minimum of time.

ARTICLE XI - BULLETIN BOARDS

It is agreed that bulletin board space shall be provided in each work location for the posting of Association notices regarding Association meetings and other matters pertaining to legitimate Association business.

Any matter posted on said bulletin board shall bear the signature of a responsible Association official.

ARTICLE XII - RESIGNATIONS

In the event an Employee desires to resign he shall give the Board thirty (30) days written notice of such resignation.

ARTICLE XIII - NOTICE OF ABSENCE

The Employee must notify the Director of Maintenance, before his shift begins, of any illness or reason of emergency of a serious nature which will prevent the Employee from working his regular scheduled hours. Such notice shall be given by calling Mr. Koenig (261-7808 in the morning from 7:30 a.m. to 8:30 a.m. and from 8:30 a.m. to 4:00 p.m. at 261-7800), or calling Mr. Koenig (261-1424 in the evening from 7:00 p.m. to 10:00 p.m.) in order that a substitute may be secured. At the time of notification of absence, the Employee must state the reason for the absence and the exact date or dates of anticipated absence.

ARTICLE XIV - MEETINGS AT WORK LOCATION

Except in emergency situations, the Association Representative shall, on three (3) days written notice to the School Business Administrator, have the right to schedule meetings at a place in a building designated by the School Business Administrator after regular working hours of the Employees involved; provided the use of the building by the Association does not interfere with any other use then being made.

ARTICLE XV - VACATIONS

1. . (a) Vacations shall be provided Employees (except matrons) who qualify for the same in accordance with the following schedule:

For less than ten (10) months of continuous service - one (1) working day for each full month of continuous service.

For twelve (12) months to twenty-four (24) months of continuous service - ten (10) working days.

For three (3) years or more of continuous service - fifteen (15) working days.

For twelve (12) years or more of continuous service - sixteen (16) working days.

For fourteen (14) years or more of continuous service - seventeen (17) working days.

For sixteen (16) years or more of continuous service - eighteen (18) working days.

For eighteen (18) years or more of continuous service - nineteen (19) working days.

For twenty (20) years or more of continuous service - twenty (20) working days.

Matrons shall receive one (1) day of vacation during the Christmas school recess and one (1) day of vacation during the Easter school recess.

(b) The vacation year for the purpose of ascertaining the vacation benefit shall be determined and computed from July 1st and continue to June 30th of the next succeeding year; provided, however, that all Employees must notify the Director of Maintenance in writing of requested vacation period or periods.

2. Vacation pay shall be the Employee's regular straight time rate of pay for one (1) week (five (5) days) of work.

3. (a) The Board shall have the right to schedule an Employee's vacation.

(b) Custodians shall take their vacation period scheduled during the period from the closing of school until September 1st of each year.

(c) Maintenance men and maintenance helpers may take no more than two (2) weeks of vacation during the period from the closing of school until September 1st (the "Summer"). Any portion of their vacation which was not taken during the Summer may be taken at another time in the vacation year which is mutually agreeable to the Board and the Employee.

(d) The Board shall schedule vacations of custodians, maintenance men and maintenance helpers so that the same will have the least effect on the efficient operation and

needs of the Board as determined by the Board.

4. In the event an Employee is terminated for cause or has resigned (at the request, based on just cause, of the Board), the Employee shall not be entitled to any accrued vacation benefit. In the event the Employee resigns or is terminated without cause, said Employee shall be entitled to whatever vacation benefit he has earned.

5. In the event an Employee is laid off or does not work for any reason (other than sick leave) for any period during the vacation year, if the Employee is otherwise eligible, he shall receive a pro rata vacation benefit computed on a twelve (12) month calendar basis for any full calendar month he worked subsequent to June 1st of the vacation year. Payment for such vacation benefit shall be made at the time of the Employee's scheduled vacation or at the time of the Employee's termination, whichever is applicable.

6. An Employee who has an accident covered by Workmen's Compensation occurring within two (2) months before his vacation period, which necessitates hospitalization or continuous doctor's care during his vacation period shall have his vacation rescheduled. The rescheduling of the vacation will be at a time to be mutually agreed upon between the Employee and the Director of Maintenance.

ARTICLE XVI - HOLIDAYS

1. Employees covered by this Agreement shall be entitled to the following holidays during the 1974-1975 and 1975-1976 school years, namely:

July Fourth
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve
New Year's Day
Lincoln's Birthday

**Washington's Birthday
Good Friday
Memorial Day**

2. (a) If any of the above named holidays should fall on a Sunday, the same shall be celebrated on Monday.

(b) If any of the above named holidays should fall on a Saturday or on a day when school is in session, the Board shall, after consultation with the Association Representative, suggest two (2) alternate days for the rescheduling of such paid holiday in such a manner that it will not conflict with the school calendar. The Association President or, in his absence, his designee, shall have the right to select one (1) of the two (2) alternative days.

(c) If any work is performed on the aforementioned holidays, the Employee performing said work shall, in addition to his holiday pay, receive time and one-half (1-1/2) his regular straight time calculated rate of pay for all hours worked on the holiday.

(d) If a holiday should fall during an Employee's vacation period, the Employee shall receive an extra day off, which day shall be scheduled on a day to be mutually agreed upon between the Employee and the Director of Maintenance.

(e) An Employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday, unless the Employee's absence has been excused by the Board or its representative.

ARTICLE XVII - SICK LEAVE

1. CUMULATIVE

(i) An Employee who works a twelve (12) month schedule in a school year shall be entitled to sick leave with full pay for twelve (12) working days in each school year.

(ii) An Employee who works a ten (10) month schedule in a school year shall be entitled to sick leave with full pay for ten (10) working days in each school year.

Said sick leave shall be cumulative, and any such sick leave day that remains unutilized at the

end of any school year shall be carried from year to year unless and until it is used in any such subsequent years.

2. PROLONGED - STATUTORY

If an Employee's absence shall be the result of a personal injury caused by an accident arising out of, and in the course of his employment, or an illness arising out of, and in the course of his employment, such Employee shall be allowed sick leave with full pay for the entire period of such absence for up to a maximum of one (1) year. Such sick leave shall not be charged to the sick leave provided in Subsection 1 of this ARTICLE.

3. PROLONGED - DISCRETIONARY

If the nature of an Employee's personal injury or illness, other than an injury caused by an accident arising out of, and in the course of his employment, or an illness arising out of, and in the course of his employment, shall be such as to require an Employee's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under Subsection 1 and 2 of this ARTICLE, the Board may:

(i) terminate the Employee's employment by reason of the inability of the Employee to return to work within a reasonable time; or

(ii) grant a leave of absence, not exceeding a total of one (1) calendar year, computed from the date of the commencement of such injury or illness.

For all or a part of the portion of such leave that is in excess of the days for which full pay shall be payable under Subsection 1 of this ARTICLE, the Board may, in its sole discretion after considering the merits of the case, on a case to case basis, grant:

(a) leave with full pay less the amount of the prevailing substitute rate of pay;
or

(b) leave with partial pay; or

(c) leave with no pay.

4. PHYSICIAN'S CERTIFICATE

An Employee shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.

5. RECORDS

The Board shall cause to be maintained for each Employee a cumulative record of absences for which sick leave has been granted. Such record shall note the dates of absence and the type of sick leave granted in each case. A statement of the number of sick leave days available to each Employee shall be given to each Employee on or before October 1.

ARTICLE XVIII - LEAVE OF ABSENCE FOR ASSOCIATION REPRESENTATIVE

The Board may grant an Employee a leave of absence not to exceed five (5) days for the purpose of attending Association conventions or scheduled work shop meetings; provided the Board can spare the Employee's services at the time requested. The application for such leave shall be given at least two (2) weeks in advance of the time the leave would commence. No more than one (1) Employee shall be granted a leave of absence at such time and for such purposes. Any such leave of absence granted shall be without pay.

ARTICLE XIX - ASSOCIATION REPRESENTATIVE

The Association shall submit in writing to the Board the names and addresses of the Association President and his designee, who shall have the responsibility for administration of this Agreement on behalf of the Association in the absence of the Association President.

Any notice, discussion or communication between the Board and the Association shall be had with, or served personally on, the Association President or, in his absence, his designee. In the event the Association President or his designee is not present or available for such service, service may be made by sending a notice to the Association President, with a copy to his designee, by certified or registered mail, return receipt requested, to the addresses furnished the Board. The date of mailing such notice shall be deemed the date of service.

ARTICLE XX - TENURE, REDUCTION IN FORCE AND RECALL

1. (a) Employees covered by this Agreement shall be entitled to tenure on the

commencement of their fourth annual contract of employment. Until tenure is attained, Employees shall be in a probationary status and any termination shall not be subject to challenge through the grievance procedure.

(b) Employees who shall qualify and be entitled to tenure shall have such tenure, reduction in force and recall rights as are provided in *N.J.S.A.* 18A:17-3 and 18A:17-4.

2. In the event a tenure Employee is on layoff as a result of reduction in force and is eligible for recall and the Board should recall said Employee, it shall serve notice of recall on the Employee either personally or by sending the same certified mail, return receipt requested, to the Employee's last known address appearing on the records of the School District.

3. If the Employee, after receipt of notice of recall, fails to report for work within five (5) working days following receipt of such notice, the Employee shall have been deemed to have waived his right of recall and shall no longer be entitled to such rights. The Employee is responsible for notifying the Board in writing of any change in address or telephone number.

4. Any grievance arising under this ARTICLE shall be adjusted in the manner prescribed by Article 2(b) of Chapter 6 of Title 18A (*N.J.S.A.* 18A:6-9 *et seq.*). No provision of this ARTICLE shall be subject to grievance or arbitration.

ARTICLE XXI - PROMOTIONAL OPPORTUNITY, VACANCIES AND NEW JOBS OR POSITIONS

Notice of a permanent job vacancy, or a new job, or new position in the bargaining unit, which the Board determines shall be filled, shall be posted in the manner hereinafter provided.

A notice of permanent job vacancy, or new job, or new position in the bargaining unit, shall be posted in each school as practical after the creation of a vacancy or new job or new position. The notice shall be posted for five (5) work days and any Employee interested therein must submit a letter application to the Director of Maintenance within the aforementioned five (5) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short job description of the same. Employees who have acquired experience, skill and ability to do the work required in the job without training shall be qualified to apply for the same. The Board shall determine the qualifications and abilities of Employees who apply and, in the event two (2) applicants are of equal experience and ability, the applicant with the

greater seniority shall be awarded the job. Notwithstanding an applicant for a position similar to the position he then presently holds has the experience and ability to do the job as aforesaid, the Board may, in the best interests of the School District and in the interest of maintaining a proper degree of experienced school personnel in each of its buildings, decline to award the job to the applicant. If the Board determines that no applicant has the experience and ability to do the job as aforesaid, it may fill the vacancy or new job or new position from any other source.

The Board shall not be required to follow the foregoing posting procedure more than twice as the result of the creation, at any one time, of a vacancy or vacancies, new job or new jobs and/or new position or positions. After twice following the foregoing posting procedure, the Board may fill the vacancy or vacancies, new job or jobs or new position or positions in question from any source whatever.

ARTICLE XXII - SEPARABILITY

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be specifically deemed invalid and stricken herefrom to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

ARTICLE XXIII - CONFLICT OF AUTHORITIES

In the event an arbitrator's award under the terms of this Agreement should be in conflict at the time of his decision with any court decision, State statute, rule or regulation of the Commissioner or State Board of Education, or any subject matter covered by this Agreement, the court decision, State statute, rule or regulation of the Commissioner or State Board of Education, or this Agreement shall control and prevail and the arbitrator's ruling to the contrary shall be null and void and of no effect.

ARTICLE XXIV - MISCELLANEOUS

1. It is agreed the duties of the jobs covered by this Agreement overlap and Employees shall continue to interchange and perform all job duties as heretofore.

2. The Association and Employees covered by this Agreement agree to cooperate with the Board and its supervisors in order that the Board's facilities and physical properties are kept in a proper manner and that the work required to be done is performed in an efficient and economical manner, which the Board determines.

3. The Board agrees to furnish each custodian two (2) shirts and two (2) pants each school year. The Board agrees to furnish each maintenance man and maintenance helper three (3) shirts and three (3) pants each school year. The Board agrees to furnish matrons with three (3) uniforms each school year. The Board further agrees to provide two (2) rain gear outfits for each building and one (1) rain gear outfit for each Employee regularly expected to function out-of-doors. The care and upkeep of the aforesaid clothing shall be the responsibility of the Employees. Each Employee must be presentable and representative and clean in appearance.

4. Supervisors shall have the right to continue to do any work as they have heretofore.

5. The Board shall have the right, no more than once during each of the periods July 1, 1974 through June 30, 1975 and July 1, 1975 through June 30, 1976, and at its expense, to have a doctor conduct a physical examination of any Employee when the Board determines such necessary. All Employees agree that they will submit to such examination and tests as the Board's doctor may consider necessary at no expense to the Employees.

6. The Board may, at any time, at its option, install timeclocks and require Employees to punch in and out on the same.

ARTICLE XXV - FULL AGREEMENT

There shall be no individual agreements with Employees. This Agreement constitutes the entire agreement between the parties. This Agreement cannot be modified except by mutual written agreement executed by the parties.

It is understood and agreed that all existing policies and administrative decisions of the Board continue in full force and effect but that the Board may change, modify and adopt such policies and administrative decisions as it deems proper. A copy of any change, modification or new policy or administrative decision of the Board shall be served upon the Association Representative.

The Board shall not exercise the rights stated in this ARTICLE in violation of Public Law 303.

ARTICLE XXVI - DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its Employees dues for the Paramus Public School Association of Custodians and Maintenance Workers, the Bergen County Education Association, the New Jersey Education Association of the National Education Association, or any one or any combination of such Associations as said Employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (*N.J.S.A. 52:14-15.9e*), and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Paramus Public School Association of Custodians and Maintenance Workers by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. The Association agrees to indemnify and reimburse the Board and hold the Board harmless for any improper or erroneous payments made to the Association under this ARTICLE.

4. By August 1st of each year the Association shall supply the Board with an alphabetized list of members who have authorized payroll deductions, indicating the monthly amount of each member's deductions.

The effective date for deduction authorizations hereafter received shall be as follows:

(a) For authorizations received after August 1, or prior to October 1, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.

(b) For authorizations received after October 1, but prior to January 1, deductions should begin as of the February pay period and be based on five (5) equal deductions of the

total amount.

(c) For authorizations received after January 1, or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the Employee on five (5) equal monthly deductions of the total amount.

ARTICLE XXVII - DURATION

This Agreement shall be effective as of July 1, 1974 and shall continue in full force and effect and expire at 11:59 p.m. on June 30, 1976 and shall be automatically renewed for additional one-year periods unless either party hereto gives written notice to the other party, on or before October 15 of the calendar year preceding the calendar year in which this Agreement expires, of its intention to modify or terminate this Agreement, in which event the parties shall commence negotiations for a renewal agreement on or before October 15 of the then school year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BOARD OF EDUCATION
OF THE BOROUGH OF PARAMUS

By: 

PARAMUS PUBLIC SCHOOL ASSOCIATION
OF CUSTODIANS AND MAINTENANCE WORKERS

By: 

SCHEDULE "A"

SALARY GUIDE FOR SCHOOL YEAR 1974-1975 *

CUSTODIANS

Year 1974-1975

0 -	\$7,725
1 -	\$8,025
2 -	\$8,325
3 -	\$8,625
4 -	\$8,925
5 -	\$9,225
6 -	\$9,525
7 -	\$9,825

MAINTENANCE

Year 1974-1975

0 -	\$8,900
1 -	\$9,200
2 -	\$9,500
3 -	\$9,800
4 -	\$10,100
5 -	\$10,400
6 -	\$10,700
7 -	\$11,000

MAINTENANCE HELPERS

Year 1974-1975

0 -	\$8,000
1 -	\$8,300
2 -	\$8,600
3 -	\$8,900
4 -	\$9,200
5 -	\$9,500
6 -	\$9,800
7 -	\$10,100

MATRONS

Year 1974-1975

0 -	\$5,850
1 -	\$6,150
2 -	\$6,450
3 -	\$6,750

Employees who are scheduled to commence work between 6:00 a.m. and 11:59 a.m. shall receive no shift differential.

Employees who are scheduled to commence work between 12:00 Noon and 10:59 p.m. shall

receive 5% shift differential.

Employees who are scheduled to commence work between 11:00 p.m. and 5:59 a.m. shall receive 10% shift differential.

Employees who are only employed a portion of a contract year shall receive a pro rata share of the above salary computed on the basis of the period worked.

* If the cost of living (measured by the Department of Labor, Bureau of Labor Statistics, Cost of Living Index for the New York City and Northeastern New Jersey area for the twelve (12) month period ending November 30, 1974) shall increase (the "Cost of Living Index Percentage Increase"), each step of the salary guide for each of the above categories will be adjusted upward for the school year 1975-1976 by an amount equal to the product resulting from multiplying a factor, consisting of the Cost of Living Index Percentage Increase, times the first (base) dollar figure on the above guide for the applicable category; provided, however, that in no event shall the factor (consisting of the Cost of Living Index Percentage Increase) be, for the purposes of this Agreement, less than five (5%) per cent nor more than eight (8%) per cent.