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AGREEMENT BETWEEN THE BOARD OF EDUCATION PASSAIC, NEW JERSEY AND THE
PASSAIC MAINTENANCE AND CUSTODIANS ASSOCIATION.

*THIS DOCUMENT
NOT CIRCULATE*

PREAMBLE

This Agreement entered into this _____ day of _____ 1969 by and between the Board of Education of Passaic, New Jersey, hereinafter called the "Board", and the Passaic Maintenance and Custodians Association, hereinafter called the "Maintenance and Custodians Association". In consideration of the following mutual covenants, it is hereby agreed as follows:

*THIS DOCUMENT DOES
NOT CIRCULATE*

ARTICLE I

RECOGNITION

The Board hereby recognizes the Maintenance and Custodians Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all maintenance and custodian personnel employed by the Board.

ARTICLE II

NEGOTIATION PROCEDURE

The Maintenance and Custodians Association agrees to submit to the Board by no later than October 15, 1969 its proposals for negotiation, and both parties shall submit completed proposals by November 1, 1969. The Board agrees to negotiate with the Maintenance and Custodians Association over a successor agreement in a good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. During negotiations, the party making the proposal shall submit proposals in writing to the other party. Receipt of a proposal shall be acknowledged within five days.

Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of the proposals. The parties may mutually agree to an extension of these deadlines. During negotiation, the board and the Maintenance and Custodians Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other upon request non-confidential information within its possession required for negotiation of its proposals. 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. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

During the term of the agreement, should the board desire to adopt a change in policy which effects terms and conditions of employment the Board will notify the maintenance and Custodians Association in writing that it is considering such a change. The Maintenance and Custodians Association shall have the right to negotiate with the board for a mutually acceptable change in said policy.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee or group of employees.

B. Purpose:

1. 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 the welfare or terms and conditions of employment of employees except that this procedure shall not apply to questions of non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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

C. Procedure

1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level One

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

4. Level Three

If the Aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within (10) ten school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance within fifteen (15) school days to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within 30 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee or the Association may request the appointment of an arbitrator,

such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.

The following procedure will be used to secure the services of an arbitrator:

- (A) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (B) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (C) If the parties are unable to determine, within 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory only. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitration hearings.

D. Costs

1. Each party will bear the total cost incurred by themselves

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. The arbitration hearings will be scheduled so as not to interfere with the working hours of the employees required to be present at the hearings.

E. Miscellaneous

1. During the processing of a grievance or while a final decision, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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

3. All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV

JOB DESCRIPTION

The Board agrees to provide job descriptions for maintenance employees by May 1, 1969.

ARTICLE V

SALARIES

Salary scales for personnel covered by this agreement appear as

Appendix A attached. The regular work week shall be as follows:

The regular work week will consist of five 8 hour days for a total of 40 hours per week. For any work day when school is not in session, a full day shall consist of 7 hours actual working time; however, the pay received is for eight hours work. In the event that a mechanic is working in the building, one custodian shall be required to remain in the building until 4:30 P.M.

Persons required by the Building Service Office to work more than 40 hours per week will be allowed compensatory time equal to number of hours over and above 40 in any week. Such compensatory time must be taken within 30 days of the overtime occurrence.

In cases where substitutes are unavailable but required, as determined by Building Service Office, other employees may be assigned a total of four hours overtime in order to perform the necessary work as scheduled by the Building Service Office.

Compensatory time shall be scheduled and approved by the Building Service Office.

All hours over and above 40 hours in any week shall be paid at the rate of 1-1/2 times the employee's basic hourly rate.

ARTICLE VI

SICK LEAVE

1. Sick leave refers to absence on "Working Days" of an employee from his post of duty because of personal illness or injury.

2. All employees of the Board regularly employed by yearly appointment or who are on tenure shall be allowed sick leave with full pay for ten working days in any one school year. Unused sick leaves may accumulate without limit.

3. Absence due to exclusion (by health authorities having jurisdiction over the schools) because of his contact with a contagious disease at his residence or while discharging his assigned responsibilities shall not be counted as such leave and no deduction of salary for the imposed loss of time shall be made.

4. In case of any absence other than sick leave and not otherwise provided for, such employee shall lose a full day's pay for such absence.

5. Full-time employees who have been in the regular employment of the Board of Education for a period of at least four calendar years shall be paid during a period of extended illness, the difference between their established per diem salary and day-to-day substitute salary in accordance with the following provisions:

a. The Employee must be absent and unable to perform his regular school duties for a period of more than 30 consecutive calendar days before he becomes eligible to receive the benefits of these provisions.

b. These employees shall be paid the difference between per diem substitute salaries and their regular salaries after 30 calendar days of illness or at the expiration of their accumulated sick leave as follows:

after four but less than six years service a differential for an additional 30 school days mentioned above.

after six but less than ten years service a differential for an additional 45 school days mentioned above.

For ten years and over a differential for an additional 90 school days mentioned above.

c. The fact of illness must be certified to in writing within 30 calendar days by the attending physician.

6. Requests for prolonged leaves of absence for illness beyond the time already provided for in the preceding paragraphs must be submitted in writing to the Superintendent of Schools and must be accompanied by a doctor's certificate. Prolonged illness leaves will only be granted for an entire term or year and can be renewed at the discretion of the Board of Education. The Board reserves the right to request the applicant to submit to a physical examination by the school's medical examiner.

Application for Leave

7. The application for such leave of absence or its renewal must be accompanied by a statement from the attending physician, subject to approval by the school physician, stating the nature of the illness or disability and definitely recommending that the employee be relieved of duties unless such statement is waived by the Superintendent of Schools.

Application for Reinstatement

8. Application must be made at least thirty days before the expiration of a leave of absence for personal illness, but less than ten days before the termination of the leave, the employee must submit a written statement from the attending physician, subject to approval by the school physician, certifying that the employee has been examined

and that he is or will be able to resume his duties with the Board of Education when the leave of absence expires.

Early Termination of Leave

9. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the employee and the request is accompanied by a statement from the attending physician, subject to approval by the school physician, recommending return to duty, shall be at the discretion of the Superintendent of Schools and the Board of Education and in accordance with the needs and interests of the schools.

Personal Business Sick Leave (PBSL)

Employees are entitled to ten (10) days of sick leave for personal illness each school year. Unused sick leave days may accumulate without limit.

An employee may use for personal affairs (referred to as PBSL), up to three days of the ten (10) days of CURRENT sick leave in a given year without loss of pay, except when preceding or following "no school" days as provided in the school calendar. The only exception to the latter is in the case of days of religious observance.

ARTICLE VII

MATERNITY LEAVE OF ABSENCE

- A. Tenure Employees
- B. Non-Tenure Employees

If any female employee becomes pregnant, she shall immediately notify the Board of Education of her condition.

A. Tenure Employees

A female employee who is under tenure and who is pregnant shall IMMEDIATELY notify the Board of Education and prepare to TERMINATE her contract NOT LESS THAN three months prior to the anticipated birth.

All leaves for this purpose shall be granted to the end of the current school year, unless special circumstances warrant additional time, in which event the Board may grant an extension.

As a condition to granting all leaves of absence, the Board reserves the right at any time to curtail or terminate any and all grants prior to the expiration of the term granted, if in the judgement of the Board and the Superintendent, the service of the employees is needed by the school system in the following circumstances:

1. In cases of interrupted pregnancy, the leave of absence may be terminated by the Board of Education after the lapse of three months, provided the Chief Medical Inspector of the Board of Education shall certify to the Superintendent of Schools that said employee is in good health and in fit condition for service.
2. Where an interrupted pregnancy occurs in the case of an employee who has not taken a leave of absence because unaware of her pregnancy, the employee shall ask for and accept a leave of absence for a period of three months, which may be terminated by the Board of Education at an earlier date.
3. In case of still births or the death of the child, the maternity leave of absence may be terminated by the Board of Education at any time after the lapse of three months following confinement, provided the Chief Medical Inspector of the Board of Education shall certify to the Superintendent of Schools that the said employee is in good health and in fit condition for service.

Failure by an employee to comply with any of the above regulations

shall be deemed neglect of duty and an act of insubordination.

B. Non-Tenure Employees

A female employee who is not under tenure and who is pregnant shall immediately notify the Board of Education and prepare to terminate her contract not less than three months prior to the anticipated birth. Non-tenure custodians may be reemployed at the discretion of the Board by requesting the official form, Re-instatement After Pregnancy and submitting the same to the Superintendent of Schools.

MILITARY LEAVE

All employees of the Board of Education of the City of Passaic are entitled to the provisions of the NEW JERSEY STATUTES with respect to MILITARY LEAVES: P. L. 1941, c 119 as amended by P.L. 1942, c 327 and Chapter 38:23-1 as amended by Chapter 351, Laws of 1953. Military Leave includes those subject to the draft, voluntary enlistment and reserve. Employees affected should consult Secretary-Business Administrator.

OTHER LEAVES

The Board of Education may, at its discretion, grant any other type of leave not covered by the previous specified leaves, with or without full salary, or partial salary, when in its judgement such leave is warranted and not inconsistent with the best interests of the Board.

ARTICLE VIII

INSURANCE PROTECTION

The Board agrees to pay full premiums for each employee covered
by this

agreement and their dependents for coverage in the State Health Benefits Plans, which includes Blue Cross, Blue Shield, Rider J and Major Medical.

No later than the end of the school year the Board shall provide to each employee in the unit a description of the health care insurance coverage provided each employee in the negotiating unit.

ARTICLE IX

VACATIONS

Each employee in the unit shall be entitled to vacation with pay, according to the following schedule:

Appointment before February 1	-	One week vacation
Appointment after February 1	-	No vacation
For one year of service	-	Two weeks vacation
For two years of service	-	Three weeks vacation
The fifth year of service and thereafter	-	Four weeks vacation

ARTICLE X

DURATION

The provisions of this Agreement shall be effective as of September 1, 1969, and shall remain in full force and effect until August 31, 1970, subject to the right of the Board and the Association to negotiate for a successor agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attended by their respec-

tive secretaries and their corporate seals to be placed hereon all on the day and year first above written.

Board of Education Passaic, New Jersey

By _____ (President)

By _____ (Secretary)

Passaic Maintenance and Custodians Association

By _____ (President)

By _____ (Secretary)

