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PREAMBLE

1 This Agreement entered into this fifth day of April, 1971,
2 by and between the Board of Education of the Passaic County
3 Regional District Number One of Passaic County, New Jersey,
4 hereinafter called the "Board" and the Passaic Valley
5 Operations Staff, hereinafter called the "Staff".

6
7

W I T N E S S E T H:

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

12

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

15

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

18

1970-1991

19

20

THIS BOOK DOES
NOT CIRCULATE

ARTICLE I

RECOGNITION

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

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

12

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, in a good faith effort to reach agreement on matters concerning the
4 terms and conditions of members' employment. Such negotiations shall
5 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 the Operations Staff, and be
28 recommended for adoption by their respective bodies.

1 E. The Board agrees not to negotiate concerning said employees in the
2 negotiating unit as defined in ARTICLE I of this Agreement, with any
3 organization other than the Association for the duration of this
4 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

1 General Provisions

- 2
- 3 1. It is conceivable that conditions of employment may become a matter
4 of concern for an individual member of the staff. This may result
5 in a complaint against an alleged violation, misinterpretation, or
6 inequitable application of an existing law, rule, regulation, or
7 policy.
8
- 9 2. The resolution of such a concern or complaint at the earliest possible
10 moment is desirable. It is the intent of these procedures to provide
11 for an orderly settlement of such differences in a fair and equitable
12 manner.
13
- 14 3. Any individual member of the staff shall have the right to appeal the
15 application of policies and administrative decisions affecting him,
16 through administrative channels.
17
- 18 4. A staff member may expect to present his complaint with freedom from
19 restraint, interference, coercion, discrimination, or reprisal.
20 Similar freedom from prejudicial action shall be granted to the Board
21 of Education, any individual member of the Board or any member of the
22 administrative staff hearing the complaint.
23
- 24 5. The staff member shall have the right to present his own appeal or to
25 be represented and accompanied by a person or persons of his own
26 choice at any step in his appeal.
27
- 28 6. All hearings shall be confidential.
29
- 30 7. Each party shall have access at reasonable times to all written state-
31 ments and records pertaining to the case.
32
- 33 8. At each step of the procedures, if differences are not resolved within
34 the prescribed time, the staff member shall have the right to move
35 directly to the next step.
36
- 37 9. The function of these procedures is to assure equitable and proper
38 treatment under the existing laws, rules, regulations and policies
39 which relate to or affect the employee in the performance of his
40 duties. They are not designed to be used for changing such policies
41 and regulations or establishing new ones.
42

43 Procedures

- 44
- 45 1. The staff member shall present his complaint orally to his immediate
46 supervisor who shall orally and informally discuss the problem with
47 him in an attempt to resolve the matter.
48
- 49 2. If the differences are not satisfactorily resolved through this in-
50 formal conference within five (5) school days and/or working days, the
51 staff member may present the complaint in writing to the principal of
52 the school or to the principal's designee. A working day is
53 identified as one on which the general school office is open for
54 business.
55

ARTICLE III INDIVIDUAL GRIEVANCE PROCEDURE

- 1 3. The principal or his designee shall conduct whatever investigation he
2 deems necessary and shall render his determination in writing within
3 three (3) school and/or working days after it is brought to his
4 attention. Copies of the decision shall be given to the employee and
5 to the supervisor.
6
- 7 4. The staff member, if not satisfied by the principal's or his designee's
8 decision, may submit a written request to the superintendent for review
9 and determination. The superintendent or his designee shall gather
10 all pertinent data and shall confer with all interested parties,
11 collectively and/or separately. The matter should be resolved as
12 quickly as possible but within a period not to exceed ten (10) school
13 and/or working days.
14
- 15 5. The superintendent or his designee shall present his determination,
16 including supporting reasons, in writing to all concerned parties
17 and shall file a report with the Board of Education.
18
- 19 6. If satisfaction does not result from the superintendent's or his
20 designee's action the staff member may request that his complaint
21 be reviewed by the Board of Education. The request shall be in
22 writing and shall be presented through the office of the superintendent.
23 A copy of the request shall at the same time be delivered to the
24 secretary of the Board of Education by the staff member.
25
- 26 7. The President of the Board of Education shall request that the
27 superintendent submit all written records of the case for review by
28 the Board or a designated Board committee.
29
- 30 8. The Board or its representatives shall examine the data, may hold a
31 hearing, or shall hold a hearing if requested by any of the concerned
32 parties.
33
- 34 9. Any hearing must be held within ten (10) school and/or working days
35 of the receipt of the appeal by the President of the Board. All parties
36 associated with the complaint and their representatives (if any) shall
37 have the right to attend and to present testimony at such hearing.
38 The Board may also require the presence and testimony of any other
39 person it so desires.
40
- 41 10. Within fifteen (15) school and/or working days after the conclusion
42 of the hearing the Board shall render a final decision which shall
43 be conveyed to all major parties involved in the complaint. This
44 decision shall be conclusive except for appeals which may be provided
45 for under New Jersey Statutes.
46
- 47 11. Nothing herein contained shall be construed as limiting the right of
48 any staff member having a grievance to discuss the matter informally
49 with any appropriate member of the administration and having the
50 grievance adjusted without the intervention of the Association,
51 provided the adjustment is not inconsistent with terms of this
52 Agreement and that the Association has been given the opportunity to
53 be present at such adjustment and to state its views.
54
- 55 12. It is agreed by both parties that any time limits specified herein
56 shall be reduced to the time limits specified in a new PVEA contract
57 which may be negotiated subsequent to this agreement.
58

ARTICLE IV

STAFF MEMBER RIGHTS

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

18 B. Nothing contained herein shall be construed to deny or restrict to
19 any member such rights as he may have under New Jersey School Laws or
20 other applicable laws and regulations. The rights granted to members
21 hereunder shall be deemed to be in addition to those provided elsewhere.
22

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

ARTICLE IV STAFF MEMBER RIGHTS

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
6 thereof, that member will be given prior written notice of the reasons for
7 such meeting or interview and that staff member will be entitled to have
8 a representative of the P.V.O.S. present to advise that member and
9 represent such member during such meeting or interview.

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 a work week of Tuesday
4 through Saturday.
- 5 1. Office employees shall work 35 hours per week, exclusive of the lunch
6 period, during the time when school is in session. During the Christ-
7 mas and Easter Recess the switchboard shall be covered between the
8 hours of 9:00 a.m. to 3:00 p.m. by a member of the secretarial/clerical
9 staff through a schedule worked out cooperatively by the member and
10 the Superintendent. The working hours shall be between 8:00 a.m. and
11 4:30 p.m. as recommended by the immediate supervisor and approved by
12 the Superintendent. During the summer when school is not in session,
13 the work week shall be 30 hours.
- 14 2. Custodial employees shall work 40 hours per week, exclusive of the
15 lunch period. The working hours shall be between 7:00 a.m. and
16 11:30 p.m. on days when school is in session; and between 7:00 a.m.
17 and 4:30 p.m. on other working days. The assignment of specific
18 working hours for each employee shall be made by the Supervisor of
19 Building and Grounds. Custodians may be assigned by the Supervisor
20 of Building and Grounds to complete a 1 1/2 hour morning security
21 check and 1 1/2 hour evening security check on Sundays and all
22 custodial holidays. For each security check the employee shall be
23 compensated at a double time rate of pay.
- 24 3. The Attendance Officer shall work between the hours of 8:00 a.m. and
25 4:00 p. m. on all days when school is in session.
- 26 B. Holidays with full pay shall be provided for members of the Custodial
27 and Secretarial/Clerical staffs as follows:

1 1. For custodians:

- 2 New Year's Day
- 3 Lincoln's Birthday (unless school is in session)
- 4 Washington's Birthday
- 5 Good Friday - 1/2 day
- 6 Memorial Day
- 7 July 4th
- 8 Labor Day
- 9 Columbus Day
- 10 Veteran's Day
- 11 Thanksgiving Day
- 12 Christmas Eve Day
- 13 Christmas Day
- 14 New Year's Eve Day

15
16 2. For secretarial/clerical employees:

- 17 New Year's Eve Day and New Year's Day
- 18 Lincoln's Birthday (unless school is in session)
- 19 Washington's Birthday
- 20 Good Friday
- 21 Memorial Day
- 22 July 4th
- 23 Labor Day
- 24 Columbus Day
- 25 Veteran's Day
- 26 Teacher Convention Days
- 27 Thanksgiving Day and the day after
- 28 Christmas Eve Day & Christmas Day
- 29 Easter Recess and Christmas Recess as heretofore mentioned in
- 30 Article V, paragraph A. (1)

31
32 C. Vacations

- 33
- 34 1. All vacations will be approved by the Superintendent following
- 35 consultation with immediate supervisors.
- 36 2. Vacations for custodians shall be as follows:
- 37 2 weeks vacation after 1 year of employment
- 38 3 weeks after 5 years of employment
- 39 3. Vacations for Secretarial/Clerical Office Employees shall be:
- 40 2 weeks after 1 year of employment
- 41 1 additional day for every six months thereafter, until the
- 42 maximum of 20 work days has been reached.
- 43 4. All vacations must be scheduled during July and August and must
- 44 be concluded by August 31. Any deviation which may be desirable

ARTICLE V
WORK DAY AND WORK YEAR

- 1 because of the coincidence of days in the last week of June or the
- 2 first week of September shall be resolved by the Superintendent.

ARTICLE VI
STAFF ABSENCES

Sick Leave

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

7 The Attendance Officer shall be allowed for personal illness sick
8 leave with full pay for ten school days in any school year. If any member
9 requires in any school year less than the specified number of days or
10 sick leave with pay allowed, all days of such sick leave not utilized that
11 year shall be cumulative to be used for additional sick leave as needed
12 in subsequent years.

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

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

1 A. A member of the P.V.O.S. under tenure shall notify the Superintendent
2 of her pregnancy as soon as it is medically confirmed. Said member may
3 request a maternity leave, without pay, and said leave shall be granted.
4 The leave shall be in effect four months prior to the birth of the child
5 and shall terminate at the end of the school year succeeding the school
6 year in which the leave was taken except in the event of still birth in
7 which case the member may elect to return to her position at an earlier
8 date. Upon recommendation of the Superintendent and approval of the
9 Board, a member may leave at a later date or return at an earlier date as
10 provided herewith, or may continue the leave for an additional school
11 year. All extensions and renewal of leaves of absence shall be applied
12 for in writing.

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 re-
3 sponsibility.

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

19

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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 1971-72 year.

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, 1971 which shall include a clear description of conditions
13 and limits of coverage.

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 periods indicated.

1. For Secretarial-Clerical employees:

<u>Year of Employment</u>	<u>July 1, 1970 - June 30, 1971 and July 1, 1971 - June 30, 1972</u>
1	\$5,000
2	5,300
3	5,600
4	5,900
5	6,200

2. For Senior Secretaries:

<u>Year of Employment</u>	<u>July 1, 1970 to June 30, 1971</u>	<u>July 1, 1971 to June 30, 1972</u>
1	\$5,500	\$5,600
2	5,800	5,900
3	6,100	6,200
4	6,400	6,500
5	6,700	6,800
6	7,000	7,100
7	7,300	7,400
8	7,600	7,700

3. For Custodial employees:

<u>Year of Employment</u>	<u>July 1, 1970 to June 30, 1971</u>	<u>July 1, 1971 to June 30, 1972</u>
1	\$6,200	\$6,400
2	6,400	6,600
3	6,600	6,800
4	6,800	7,000
5	7,000	7,200
6	7,200	7,400
7	7,400	7,600
8	7,600	7,800

4. For Matrons:

<u>Year of Employment</u>	<u>July 1, 1970 to June 30, 1971</u>	<u>July 1, 1971 to June 30, 1972</u>
1	\$4,300	\$4,500
2	4,500	4,700
3	4,700	4,900
4	4,900	5,100
5	5,100	5,300
6	5,300	5,500
7	5,500	5,700
8	5,700	5,900
9	5,900	6,100

ARTICLE X
SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

5. For Attendance Officer	
July 1, 1970	July 1, 1971
<u>to June 30, 1971</u>	<u>to June 30, 1972</u>
\$6,300	\$6,300

- B. Custodial foremen shall be compensated an amount of \$600 above the figures shown under A3 above for Custodial employees.

- C. All salary increases shall be retroactive for all employees in the various categories shown in this Article who are employed as of the date of the signing of this agreement and for any new employees who may be hired during the term of the agreement.

ARTICLE XI

DURATION OF AGREEMENT

1 A. This Agreement shall be effective as of the date of the signing by
2 both parties and shall continue in effect until June 30, 1972.

3

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

8

9

10 PASSAIC VALLEY OPERATIONS STAFF
11
12

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

13 By _____
Its President

By _____
Its President

14 Attest: _____
Secretary

Attest: _____
Secretary