

PASSAIC VALLEY OFFICE WORKERS ASSOCIATION

JULY 1, 2005 - JUNE 30, 2006

JULY 1, 2006 - JUNE 30, 2007

JULY 1, 2007 - JUNE 30, 2008

PREAMBLE

This Agreement entered into this **23rd day of March, 2005**, by and between the Board of Education of the Passaic County Regional High School District Number One of Passaic County, New Jersey, hereinafter called the “Board” and the Passaic Valley Office Workers Association, hereinafter called the “Association”.

WITNESSETH

WHEREAS, the Board has an obligation pursuant to Chapter 303 of the Public Laws of 1968, to negotiate with the Association Representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Passaic Valley Office Workers Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for non-certificated personnel under contract, on leave, employed by the Board of Education or hereinafter employed pursuant to the terms of the Agreement, including members of the Secretarial, Clerical, Bookkeeping, and Clerical Assistant staff, except those positions excluded from negotiations unit by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13 A1 et seq.
- B. Unless otherwise indicated, the term, “member” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. 1. The Board and the Association agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 Public Laws of 1968, in a good faith effort to reach agreement on matters concerning the terms and conditions of members' employment.
- 2. Such negotiations shall begin during the month of October of the calendar year preceding the calendar year in which this agreement expires.
- 3. Any agreement so negotiated shall apply to all present and new members, be reduced in writing and be signed by the Board and the Passaic Valley Office Workers Association upon adoption by both parties.
- B. 1. During negotiations, the Board and the Association shall present relevant data as required by law, exchange points of view and make proposals and counter-proposals.
- C. 1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2. The Board and the Association shall pledge that their representatives shall be able to make proposals, consider proposals and make counter-proposals in the course of negotiations.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III  
INDIVIDUAL GRIEVANCE PROCEDURE

General Provision

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

## Procedures

1. The member of the Association shall present their complaint orally to his immediate supervisor who shall orally and informally discuss the problem with them in an attempt to resolve the matter.
2. If the differences are not satisfactorily resolved through this informal conference within three (3) working days, the member or the Association shall present the complaint in writing to the Superintendent. A working day is identified as one on which the general office is open for business.
3. The Superintendent shall conduct whatever investigation he deems necessary and shall render his determination in writing within three (3) working days after it is brought to his attention. Copies of the decision shall be given to the member or Association and the Supervisor.
4. The Superintendent shall present his determination, including supporting reasons, in writing to all concerned parties within ten (10) working days and shall file a report with the Board of Education.
5. If satisfaction does not result from the Superintendent or his designee's action, the member or Association may request that his complaint be reviewed by the Board of Education. The request shall be in writing and shall be presented through the office of the Superintendent. A copy of the request shall at the same time be delivered to the Secretary of the Board of Education by the member or the Association.
6. The President of the Board of Education shall request that the Superintendent submit all written records of the case for review by the Board or a designated Board Committee.
7. The Board or its representatives shall examine the data and shall hold a hearing if requested by any of the concerned parties.

8. Any hearing must be held within twenty (20) school days or working days of the receipt of the appeal by the President of the Board. All parties associated with the complaint and their representatives (if any) shall have the right to attend and to present testimony at such hearing . The Board may also require the presence and testimony of any other person it so desires.
9. Within fifteen (15) school and/or working days after the conclusion of the hearing the Board shall render a final decision in writing.
10. Nothing herein contained shall be construed as limiting the right of any P.V.O.W.A. staff member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## ARTICLE IV

### ASSOCIATION MEMBER RIGHTS – BOARD RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every non-certificated employee of the Board 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 concerned activities for mutual aid and protection. As a duly selected body exercising government power and under the laws of the State of New Jersey the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment 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 member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Passaic Valley Office Workers Association and its affiliates, his participation in any legal activities of the P.V.O.W.A. 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.

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

C. No member shall be reduced in rank or compensation, or deprived of any contractual or established advantage 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.

D. Whenever any Association member is required to appear before the Superintendent, member



or members of the Board of Education, or any Committee, representative or agents thereof concerning any matter which could adversely affect the continuation of that Association member in his office, position, or employment, or the salary or any increments pertaining thereof, that member will be given prior written notice or the reasons for such meeting or interview and that Association member will be entitled to have a representative of the P.V.O.W.A. present to advise that member and represent such member during such meeting or interview.

E. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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. Executive Management: To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day;
2. Hiring Rights: To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. Duties and Responsibilities: The Board reserves the right to assign duties and responsibilities to all clerical, secretarial, and bookkeeping personnel. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the provisions of Title 18A of the Laws of the State of New Jersey or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE V

### WORK DAY AND WORK YEAR

A. The regular work week for all members of the P.V.O.W.A. shall be from Monday through Friday, except where holidays appear. Office employees shall work thirty-five (35) hours per week, exclusive of the lunch period. Ten (10) minute breaks will be provided in both the morning and afternoon hours of the day, or employees may take twenty (20) minutes in the a.m. The working hours shall be between 7:45 a.m. and 3:45 p.m. as approved by the Superintendent, the total time not to consist of more than seven (7) hours per day. During the summer, when school is not in session, the working hours shall be between 7:45 a.m. and 3:00 p.m. from July 1<sup>st</sup> through the last week of August with one-half hour for lunch and no afternoon break.

B. Holidays with full pay shall be provided personnel covered by the P.V.O.W.A. Agreement in accordance with the applicable school calendar. The fourth of July which will be observed on the designated national holiday either the Friday preceding or the Monday following should it fall on the weekend. In the event winter recess or five (5) separate holidays are not in the school calendar, Association Members would be entitled to five (5) days during the year.

C. It is understood and agreed that the secretarial, bookkeeping and clerical staffs shall not be required to report for work on snow days. It is understood and agreed that the secretarial, bookkeeping and clerical staffs shall be permitted to leave ten (10) minutes after students in emergency closings. It is understood and agreed that the secretarial, bookkeeping and clerical staffs shall be allowed to leave ten (10) minutes after the students leave on the day preceding the following holidays:

Teacher's Convention  
Thanksgiving  
Christmas Recess

Martin Luther King's Birthday or  
Winter Recess  
Good Friday  
Memorial Day

However, if in the opinion of the Superintendent there are certain imperative duties which must be performed prior to departing, it is within the Superintendent's authority to waive this portion of the contract.

#### D. Vacations

1. All vacations will be approved by the Superintendent following consultation with Immediate Supervisors.
2. Vacations for secretarial, bookkeeping and clerical staff shall be:
  - a. New employees shall accrue vacation at the rate of one (1) day per month to a maximum of ten (10) days during the first full year of employment. No member, however, shall be eligible for any vacation days until after a period of six (6) months of continuous employment has been served.
3. Vacations for unit members shall be:
  - a. Two (2) weeks after one (1) year of continuous employment.
  - b. One (1) additional day of vacation shall be earned for each six (6) month period of continuous service after one (1) year.
  - c. A maximum of twenty (20) days vacation may be earned after a period of six (6) years of continuous service.
4. Vacations may be scheduled other than summer time months with the approval of the Superintendent.

#### E. Termination of Employment

Thirty (30) calendar days written notice shall be required by the employer and employee for termination of employment.

## ARTICLE VI

### ASSOCIATION ABSENCE

#### A. Sick Leave

1. All Association Members with a twelve (12) month work year shall be allowed for personal illness, sick leave with full pay for twelve (12) school days in any school year.
2. If any member requires in any school year less than the specified number of days or sick leave with pay allowed, all days of such sick leave not utilized that year shall be cumulative to be used for additional sick leave as needed in subsequent years.
3. Employees shall be allowed two (2) non-cumulative absences for serious illness or accident in employee's immediate family (spouse, child, parent, grandparent, grandchild).

Authority to administer this policy shall be vested in the Superintendent.

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

#### B. Personal Days

##### 1. Eligibility

- a. Each employee who has completed a term of employment of at least six (6) months in the respective year listed below shall be eligible for schedule Excused Personal Work Days as specified:

Three (3) days with pay and one (1) additional day without pay

NOTE: No reason other than "Excused Personal Work Day" need to be given for taking the above days. Unit members taking the above Excused Personal Work Days shall notify their immediate supervisor at least one (1) work day in advance in writing with the approval of the Superintendent.

## 2.. Scheduling Excused Personal Work Days

- a. Scheduling of Excused Personal Work Days (including unpaid Excused Personal Work Days, if desired) will be the decision to be solely that of the Superintendent.

Excused Personal Work Days may not be carried over by employees from one (1) calendar year to another year nor shall employees be granted pay in lieu of their Excused Work Days.

## C. Bereavement Leave

1. Death in the immediate family including mother, father, sister, brother, children, grandparents, spouse, grandchild, mother-in-law and father-in-law up to three (3) work days.
2. Death not in the immediate family including aunt, uncle, nephew, niece, brother-in-law and sister-in-law one (1) day.

## ARTICLE VII

### EXTENDED LEAVES OF ABSENCE

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

## ARTICLE VIII

### NOTICE OF PROMOTION AND VACANCIES

A. Promotional positions are defined as follows: Positions or vacancies paying a salary differential and/or positions or vacancies on the supervisory levels of responsibility and paying a salary differential. Positions which are currently held and are vacated; said positions will be posted to enable employees to apply for said positions.

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

B. The giving of notice as above described shall in no way be interpreted as compelling the Board and/or the Superintendent to hire for "promotional positions" from and among the personnel of the membership of the Passaic Valley Office Workers Association.

#### C. Secretarial/Bookkeeping Staffs

When a vacancy occurs in a higher classification and an employee is selected through the prescribed procedures to fill such vacancy, that person(s) will then be paid on the basis of the new classification guide. Effective date of appointment to the new position will be the basis for receiving the new rate of pay. If this date occurs during a current contract year, the salary will be on a pro-rata basis.

## ARTICLE IX

### INSURANCE PROTECTION

A. The Board shall provide for each member all the health care insurance protection offered by the New Jersey Public and School Employee Health Benefit Plan. This shall include hospitalization benefits, surgical benefits, Rider J benefits and Major Medical Benefits. The Board shall pay the full premium for each member and, in cases where appropriate for family plan insurance coverage.

B. Drug Prescription Plan – Drug prescription service shall be provided those eligible for unit membership and their families. Effective July 1, 1994, the Board shall be entitled to increase the employee co-payment to \$3.00 for generic drugs and \$5.00 for brand name drugs. Effective July 1, 1995, the Board shall be entitled to increase the employee co-payment to \$5.00 for generic drugs and \$10.00 for brand name drugs.

C. Dental Plan – **2005-2006, 2006-2007, 2007-2008** – The Board shall pay full premium for complete family dental plan for each member.



ARTICLE X

LONGEVITY

It is understood that all salary settlements shall be an across-the-board percentage, inclusive of longevity and the cost of employee increment, and shall continue to be so unless a change is specifically negotiated.

The Board shall provide longevity stipends for service rendered to Passaic Valley on the following basis:

P.V.O.W.A. LONGEVITY GUIDE

<b>YEARS</b>	<b>2005/2006</b>	<b>2006/2007</b>	<b>2007/2008</b>
<b>15-20</b>	<b>\$488.00</b>	<b>\$510.00</b>	<b>\$534.00</b>
<b>21-25</b>	<b>\$733.00</b>	<b>\$767.00</b>	<b>\$803.00</b>
<b>26-30</b>	<b>\$976.00</b>	<b>\$1,021.00</b>	<b>\$1,068.00</b>
<b>31+</b>	<b>\$1,222.00</b>	<b>\$1,278.00</b>	<b>\$1,337.00</b>

ARTICLE XI

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

ARTICLE XII

A. This agreement shall be in effect as of the date of **July 1, 2005** as agreed by both parties and shall continue in effect until **June 30, 2008**.

B. In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents and attested by their respective Secretaries as of the day and year as shown in the preamble of this Agreement.

PASSAIC VALLEY OFFICE WORKERS  
ASSOCIATION

BOARD OF EDUCATION  
PASSAIC VALLEY REGIONAL  
HIGH SCHOOL DISTRICT #1

BY:

BY:

ATTEST:

ATTEST: