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AGREEMENT

BETWEEN

PASSAIC MAINTENANCE, CUSTODIANS,

JANITRESSES, CAFETERIA WORKERS,

AND BUILDING AIDES ASSOCIATION

AND

PASSAIC

BOARD OF EDUCATION

(EMPLOYER)

1985-1986

1986-1987

1987-1988

x *Septenber 1, 1985 - August 31, 1988*

AGREEMENT

This Agreement entered into this day of by and between the Board of Education of Passaic, the City of Passaic, New Jersey hereinafter called the "Board" or the "Employer" and the Passaic Maintenance, Custodians, Janitresses, Cafeteria Workers, and Building Aides Association, Inc., hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association have renegotiated a successor Agreement covering the period from September 1, 1985 through August 31, 1988 and

WHEREAS, the Board and the Association have reached certain understandings with respect to the terms and conditions of employment which they desire to confirm in the Agreement, be it

RESOLVED, In consideration of the terms and conditions of employment as hereinafter set forth, the parties mutually agree as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and majority representative for collective negotiation concerning grievances and terms and conditions of employment for all unit personnel, whether under contract, on leave, employed or to be employed by the Board, including all of the following custodial employees and cafeteria workers:

1. Custodial Employees:

- a. Assistant custodian/bus driver
- b. Assistant custodians
- c. Assistant engineers
- d. Assistant janitresses
- e. Automotive maintenance men* (Position eliminated as of 11/15/82, but positions shall be included in unit if reinstated)
- f. Carpenters*
- g. Carpenter-masons*
- h. Custodians

- i. Electricians*
- j. Engineers
- k. Firemen
- l. General maintenance men*
- m. Head custodians
- n. Janitresses
- o. Masons*
- p. Painters*
- q. Plumbers*
- r. Senior High School Engineer
- s. Utility/bus drivers* (position eliminated as of 11/15/82 but position shall be included in unit if reinstated.)

*These personnel are collectively referred to as Custodial Maintenance Employees.

2. Cafeteria Workers

- a. Bakers
- b. Cashiers
- c. Clerk typist (food service)
- d. Cook managers
- e. General cafeteria workers
- f. Utility workers
- g. Long Pine Cook (Position eliminated as of 11/30/82, but position shall be included in unit if reinstated)

B. Definitions of Employee.

1. Unless otherwise indicated the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined in Section A, and references to male employees shall include female employees.

2. Unless otherwise indicated, the term "custodial employee," when used hereinafter in this Agreement, shall refer to all custodial employees represented by the Association in the negotiating unit as above defined, in Section A.1. of this ARTICLE.

3. Unless otherwise indicated, the term "cafeteria worker," when used hereinafter in this Agreement, shall refer to all cafeteria workers represented by the Association in the negotiating unit as above defined, in Section A.2 of this ARTICLE.

4. Unless otherwise indicated, the term "custodial maintenance employee," when used hereinafter in this Agreement shall refer to all maintenance personnel represented by the Association in the negotiating unit as above asterisked and defined, in Section A.1. of this ARTICLE.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Changes in Terms and Conditions of Employment

Consistent with state law the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The Board agrees to initiate negotiations with the Association over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission and the procedure set forth herein in a good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. 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.

D. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

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.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. 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.

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, group of employees, or the Association.

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 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 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.

C. Procedure

1. All grievances must be filed within 60 days of the date of the cause of the grievance or within 60 days of the time the Association or grievant became aware of the complaint. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this ARTICLE, the term "school year" shall be September 1st of each contract year for the term September 1, 1985 to August 31, 1988.

2. All members of the bargaining unit are required to follow grievance procedure policies as stated in this ARTICLE. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the official Association grievance form. If a grievance affects a group or class of employees, the Association may process such grievances or grieve as a single grievant. The Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.

3. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.

4. Level One

Should level one be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior within five (5) calendar days of the date of the Grievance Form. In the event of dual superiors (i.e. a building principal and a coordinator or director), the Association will determine who has the authority to resolve the grievance and submit the official grievance to that party with a courtesy

photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail or inter-school communication within five (5) calendar days of the receipt of the grievance.

5. Level Two

Should level two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within five (5) calendar days of the date of the grievance form, or if the grievance has passed through level one, it shall be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall hold a conference with the grievant(s) and his/her representatives within seven (7) calendar days and shall render his decision and return the grievance to the Association by U. S. Mail or inter-school communications within ten (10) calendar days of having received the grievance.

6. Level Three

If the grievance is not resolved to the satisfaction of the grievant at level two, or if no decision has been rendered by the Superintendent within ten (10) calendar days of his receipt of the grievance, the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures C 7 (a) or (b) of this ARTICLE and as outlined below.

7. Arbitration

(a) Contract Arbitrator

The parties agree that Robert Mitrani shall be the permanent arbitrator for the duration of this Agreement. He shall operate in an expedited arbitration format under the rules of "Common Law of Arbitration" as outlined by the American Arbitration Association. Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal Public Employment Relations Commission (PERC) arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-the-last working day of any school month during the life of this Agreement. These meetings will be held at the administrative offices of the Passaic Board of Education at 9:00 a.m. of each arbitration date. Either party may schedule the arbitration for that month if Level Three grievances are pending.

The Association will be entitled to have present for these hearings its president and one other officer with no loss of pay or leave days. No individual grievants shall be required to be present at these expedited hearings, unless requested by the Board.

(b) PERC Appointed Arbitrator

Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission (PERC). The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator for the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.

(3) 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, PERC may be requested by either party to designate an arbitrator.

(c) Restrictions for a PERC Arbitrator

(1) 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.

(2) Arbitration is limited to the interpretation of the written Agreement between the parties.

(3) The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.

(4) The findings of the arbitrator shall be binding on the parties.

(5) Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within 30 days of the completion of the arbitration hearings.

(6) In the event a grievance is filed at such time that it cannot be processed through all 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.

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.

E. MISCELLANEOUS

1. During the processing of a grievance or after 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 notice, 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. 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. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his representatives, if they should be employees of the Board.

ARTICLE IV

EMPLOYEE-EMPLOYER RIGHTS

A. Pursuant to existing laws, the Board agrees that employees shall have the right to organize and support the Association and its affiliates. The Board agrees that it shall not deprive or coerce any employee in the enjoyment of any rights confirmed by

existing laws of the State of New Jersey and the Board further agrees that it shall not discriminate against any employee because of membership in the Association. No employee shall be reprimanded, disciplined, or reduced in rank or compensation without just cause.

B. Board Rights

1. The Board reserves unto itself, sole jurisdiction and authority over matters of policy except as provided herein, and retains the right subject to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

a. To direct employees of the school district.

b. To hire, promote, transfer, assign, and retain employees covered by this Agreement, and to suspend, demote, discharge or take other disciplinary action against employees, with just cause.

c. To relieve employees from duty because of lack of work or for other legitimate reasons.

d. To determine the methods, means, and personnel by which school operations are to be conducted.

2. The exercise of the foregoing powers, rights, duties, or other responsibilities of the Board, the adoption of policies, rules, and regulations in furtherance thereof shall be limited only by the terms of the Agreement, and then only to the extent such exercise of powers, rights, duties, and responsibilities and adoption of policies, rules, and regulations are in conformance with the Constitution and Laws of New Jersey and the United States.

3. Nothing contained herein shall be construed to deny or restrict the Board in its right to administer itself and control the work of its personnel, nor to deny or restrict the Board in its rights under N.J.S.A. 18A or any other national, state or local ordinance except as agreed and specified in this Agreement.

ARTICLE V

ASSOCIATION RIGHTS

A. Whenever any representative of the Association or any employee participates during regular working hours in negotiation or grievance conferences or meetings with the Board or its representatives, he shall suffer no loss of pay.

B. Representatives of the Association shall be permitted to transact official Association business including investigation of grievances at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations. The building principal, supervisor or superintendent of schools shall determine what is reasonable under the circumstances.

C. The Association shall have in each school building the use of a bulletin board in each head custodian's office and in each cafeteria. The location of Association bulletin boards in each of these rooms shall be designated by the Association with the approval of the building principal.

D. Leave for President and/or Designee

1. The elected president of the Association and/or his/her designee shall be granted no more than eighty (80) hours with pay for the purpose of executing Association business. This may include, but not be limited to, visiting schools, investigating emerging problem, performing organizational duties, and preparing for negotiations.

2. The hours hereinabove shall not be charged to accumulated sick/personal leave days, but shall be in addition to any other days granted in this Agreement.

3. Notification shall be made through the Coordinator of Building Services.

ARTICLE VI

WORK YEAR

A. All Custodial Employees Designated in ARTICLE I Section A.1.

1. The work year shall commence on September 1 of the year this Agreement becomes effective and shall continue for twelve (12) consecutive months ending on the following August 31.

2. a. Custodial Employees shall have the same days off as all other groups of school employees, with the exception of Christmas, Easter, and Summer recess during which periods custodial employees shall work at regular rates of pay. During Easter recess, all custodial employees with five (5) or more years of service shall receive two and one half (2 1/2) days off with pay.

b. In the event that the Board changes the school calendar to combine one or two holidays into a single week or part of a week all custodial employees shall be given the same time off with pay as all other groups of school employees but shall work specific holidays if these days are scheduled for students, at regular rates of pay. No limitation is placed upon the Board with respect to the number of holidays it may combine into a week or part of a week except as provided hereinbelow in Subsection 3.b.

3. Paid Holidays

a. All custodial employees shall be entitled to eighteen (18) paid holidays each year on days when school is not in session and in accord with the school calendar.

b. All public holidays shall be granted with pay and where state statutes mandate preceding and/or subsequent observances such shall be the guide. In the event that a holiday falls on a Saturday and/or a Sunday, custodial employees shall be given either a preceding and/or subsequent day off with pay provided that school is closed for students on these days and subject to the exception stated in A.2.b. hereinabove.

4. Vacations

a. All custodial employees shall be entitled to

vacation with pay each year in accordance with the following schedule:

- | | | |
|-----|--|--|
| (1) | Appointment prior to Feb. 1 | One (1) week |
| (2) | Appointment after Feb. 1 | One (1) day per month not to exceed one (1) week |
| (3) | After one (1) year's service and up to second (2nd) year | Two (2) weeks |
| (4) | After two (2) year's service and up to fifth (5th) year | Three (3) weeks |
| (5) | After five (5) year's service | Four (4) weeks |

b. When a holiday falls within a custodial employee's vacation period, an extra day shall be granted to the custodial employee.

c. Prior to the start of a custodial employee's vacation, he shall be paid in advance for the period of his vacation.

B. All Cafeteria Workers Designated in ARTICLE I Section A.2.

1. The work year shall commence on the first day in September when schools are opened for students and shall end when schools are closed for students the following June. The cashier, drivers, cook managers, Long Pine Cook (Position eliminated as of 11/30/82, but position shall be included in unit if reinstated), utility workers and the clerk typist shall be on call, if needed, two (2) weeks prior to the opening of school and all other cafeteria workers shall be on call one (1) week prior to the opening of school. Cafeteria Workers in the high school shall be guaranteed a minimum one hundred sixty-seven (167) day work year. Some of these days may be "clean up" days. Paid holidays and paid vacation time are in addition to the minimum work year stated hereinabove.

2. Cafeteria Workers shall have the same days off as all other groups or school employees. However, the Christmas, Easter and summer recesses shall be without pay except as provided hereinafter in this Section.

3. In the event that the Board changes the school calendar

to combine one or two holidays into a single week or part of a week, all cafeteria workers shall be given the same time off with pay as all other groups of school employees, but shall work specific holidays if these days are scheduled for students, at regular rates of pay. No limitation is placed upon the Board with respect to the number of holidays it may combine into a week or part of a week except as provided hereinbelow in Subsection 5.b.

4. All cafeteria workers shall receive their regular daily payment for all hours normally worked when schools are closed due to inclement weather or any other similar emergencies.

5. Paid Holidays

a. All cafeteria workers shall be entitled to fifteen (15) paid holidays each year on days when school is not in session and in accord with the school calendar subject to the exception stated in B.3. hereinabove.

b. In the event that a holiday falls on a Saturday and/or Sunday, cafeteria workers shall be given either a preceding and/or subsequent day off with pay or paid for the holiday(s) provided that school is closed for students on these days and subject to the exception stated in B.3 hereinabove.

6. Vacations

a. All cafeteria workers shall be entitled to vacations with pay each year in accordance with the following schedule:

(1) Less than one (1) year's service

One (1) day's pay for every two (2) months worked starting in September, not to exceed one (1) week

(2) After one (1) year's service and up to third (3rd) year

One (1) week

(3) After three (3) year's service and up to sixth (6th) year

Two (2) weeks

(4) After six (6) year's service and up to tenth (10th) year Three (3) weeks

(5) After ten (10) year's service Four (4) weeks

b. All cafeteria workers shall be paid vacation pay prorated to their regular work week.

c. Vacation pay shall be paid to all cafeteria workers by the last day in June.

ARTICLE VII

WORK SCHEDULE

A. Work Hours and Work Week

1. All Employees

a. The regular work week shall consist of five (5) consecutive days Monday through Friday.

b. Any employee who is temporarily assigned to a work area beyond the geographic boundaries of the City of Passaic shall be paid for the time spent traveling to and returning from such work area. Notwithstanding anything to the contrary in this Agreement, an employee shall be additionally compensated for the use of his vehicle if he provides his own vehicle or shall be reimbursed for his actual travel costs if he makes use of public transportation. For use of his own vehicle, the employee shall be reimbursed at the rate of eighteen (18) cents per mile.

c. Meetings

The Administration shall make every reasonable effort to hold meetings during regular work hours. Any employees who are required to attend any group meeting, such as a meeting of custodial employees, custodial maintenance employees at a specific school, cafeteria workers, at a specific school, head custodians, etc. shall be compensated for the hours attended at the rates specified in this ARTICLE.

2. All Custodial Employees Designated in ARTICLE I Section A.1.

a. The regular work week shall consist of five (5)

consecutive days Monday through Friday, consisting of forty (40) hours per week. A regular work day shall consist of eight (8) hours actual working time per day.

b. For any work day when school is not in session, a full work day shall consist of seven (7) hours of actual working time, but payment shall be made on the basis of an eight (8) hour day.

c. Night Differential

A ten percent (10%) night differential shall be paid to custodial employees for any regular shift hours as approved by the Coordinator of Building Services worked between 6:00 p.m. and 6:00 a.m. and shall become an additional part of contract salary.

d. For any regular shift which continues after midnight or commences prior to 4:00 a.m. a full work day shall consist of seven (7) hours of actual working time, but payment shall be made on the basis of an eight (8) hour day.

e. When a half day is scheduled or occurs for students, custodial employees on all day shifts shall report at 7:00 a.m. and shall work until 2:00 p.m. and custodial employees on all night shifts shall report at 9:00 a.m. and shall work until 4:00 p.m. Night shifts are defined as shifts which end after 10:00 p.m. The hours hereinabove enumerated shall be considered as full work days for all custodial employees and payment shall be made on the basis of an eight (8) hour day.

f. Lunch Hour

All custodial employees shall be granted a daily sixty (60) minute lunch hour on all scheduled work days which lunch time shall not be part of paid work time.

3. All Cafeteria Workers Designated in Article I Section A.2.

a. The regular work week shall consist of five (5) consecutive days Monday through Friday consisting of a minimum of twenty (20) hours per week and a maximum of forty (40) hours per week. A regular working day shall consist of a minimum of four (4) hours per day and a maximum of eight (8) hours per day at regular rates.

b. All cafeteria workers shall be notified by July 15th of their work schedules for the next school year including assignments, starting times, ending times, and the number of

regular work hours per day and per regular work week. A list of said schedules shall be simultaneously sent to the Association.

c. The purpose of Section A.3.b. hereinabove is to provide as regular a work day and work week as is practicable for cafeteria workers.

d. In the event that a cafeteria worker's work hours are increased for a period of twelve (12) consecutive work days, the Director of Food Services shall notify the affected cafeteria worker and the Board Secretary of the change in regular work hours and the cafeteria worker's vacation, holiday, and sick benefits shall be calculated on the basis of the new regular work hours.

e. In the event that a cafeteria worker's work hours are increased on three or more days per week in a four (4) consecutive week period, the Director of Food Services shall notify the affected cafeteria worker and the Board Secretary of the change in regular work hours and the cafeteria worker's vacation, holiday, and sick benefits shall be calculated on the basis of the new regular work hours.

f. The Director of Food Services shall notify the Board Secretary monthly of changes in regular work hours on a form to be prepared by the Superintendent. The form shall have two (2) sections: one (1) for the Director of Food Services and one (1) for the Board Secretary. A copy of the Board Secretary's section shall be returned to the Director of Food Services when the change has been made in the cafeteria worker's payroll and personnel records. In any event, a cafeteria worker's pay, vacation, sick and bereavement benefits and any other benefits which he/she may be entitled to in this Agreement shall be calculated on the basis of the new regular work hours effective to the date the change took effect.

B. Call Time and Overtime

1. All Employees

a. All overtime shall be paid at the rate of one and one half (1 1/2) time the employee's basic hourly rate for all hours worked.

b. Saturday, Sundays, and holidays shall be compensated at the rate of one and one half (1 1/2) times the basic hourly rate for all hours worked.

c. Should it become necessary for an employee to be assigned back to work after he has left for the day or to be called back on a day when not scheduled to work, he shall be paid a minimum of two (2) hours at the overtime rate. If the callback requires additional time to complete the work, the employee shall be paid for all hours or parts thereof actually worked at the overtime rate.

2. All Custodial Employees Designated in ARTICLE I Section A.1.

a. Any custodial employee who is assigned to work any hours on any regular working day prior to the start of his shift and/or after the end of his shift shall be compensated for the additional hours worked at the overtime rate.

b. Whenever a school building is used for any activity after school, at least one (1) custodial employee shall be called back on overtime and if the school building is used for any city recreation department activity in the evening, two (2) custodial employees shall be called back on overtime for security and general cleaning of the area used for the activity in the school building. The practice of using regular shift custodians who have area cleaning responsibilities to cover after school or evening activities in addition to their regular duties shall be prohibited during the term of this Agreement.

c. (1) In the event that an outside contractor(s) non-employee(s) is working in a building, one (1) custodial employee shall be required to remain in the building and shall be compensated for any additional hours worked at the applicable overtime rate. If the workday of the outside contractor(s) ends later than the early shift (first shift), one (1) custodial employee from the early shift shall be required to remain in the building and shall be compensated for any additional hours worked at the applicable overtime rate.

(2) In the event that a custodial maintenance employee is working in a building, one (1) custodial employee shall be required to remain in the building and shall be compensated for any additional hours worked at the applicable overtime rate. If the custodial maintenance employee's workday ends later than the early shift (first shift), and the custodial maintenance employee requires custodial assistance, one (1) custodial employee from the early shift shall be required to remain in the building providing that assistance and shall be compensated for any additional hours worked at the applicable overtime rate. If

the custodial maintenance employee's workday ends later than the early shift, but no assistance is required, then the early shift custodial employee shall leave at his regular departure time. Custodial employees on the last shift shall cover the building with no additional compensation.

d. Overtime work which becomes available in a specific building shall first be offered to regular employees assigned to that building. If no regular employees in that building are available for overtime work, it may then be offered to substitute employees assigned to that building. If no regular or substitute employees in that building are available for overtime work, it shall then be offered to regular employees in other buildings. This process shall be handled through the office of the Coordinator of Building Services. The practice of using substitute employees to perform overtime services in any building other than the one assigned and as specified hereinabove shall be prohibited during the term of this Agreement.

3. All Cafeteria Workers Designated in ARTICLE I Section A.2.

a. Any cafeteria worker shall be paid the overtime rate for all hours worked in excess of eight (8) hours on any day.

b. Any cafeteria worker shall be paid the applicable overtime rate for any hours worked on any days which occur during the school year when school is not in session. This provision specifically excludes regular hours worked as part of any summer school program, excludes the one (1) or two (2) week period prior to the opening of school as specified in ARTICLE VI B.1., and excludes closing days in June when school may not be in session.

C. Special Pay Provisions

1. All Custodial Employees Designated in ARTICLE I Section A.1.

a. If a custodial employee is assigned to perform, in addition to his/her own duties, the duties of a senior high school engineer or engineer in the same school building, he/she shall immediately upon assignment be granted a daily minimum of two (2) hours pay at the overtime rate. In addition he/she shall be entitled after one (1) week, to receive the salary of the position to which he/she is assigned and the daily minimum of two (2) hours pay at the overtime rate. Upon the return or replace-

ment of the absentee the assigned employee shall be returned to his/her regular salary scale.

b. If a custodial employee is assigned to another school to perform the duties only of an absentee head custodian, senior high school engineer, engineer, fireman, or assistant high school engineer, he/she shall be entitled after two (2) weeks to receive the salary of the position to which he/she is assigned. Upon the return or replacement of the absentee, the assigned employee shall be returned to his/her regular salary scale.

c. If a custodial employee is assigned to perform the duties of an absentee head custodian, senior high school engineer, engineer, or assistant high school engineer without being required to perform his/her usual job also, he/she shall be entitled after two (2) weeks to receive the salary of the position to which he/she is assigned. Upon the return or replacement of the absentee, the assigned employee shall be returned to his/her regular salary scale.

d. Whenever a custodial employee is absent, either a per diem substitute shall be obtained or custodial employees shall be entitled to four (4) hours overtime to complete the duties of the absentee.

2. All Cafeteria Workers Designated in ARTICLE I Section A.2.

If a cafeteria worker is assigned to perform the duties of an absentee cafeteria worker, he/she shall be entitled after two (2) weeks to receive the salary of the higher position to which he/she is assigned. Upon the return or replacement of the absentee, the assigned employee shall be returned to his/her salary scale.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Each employee shall be placed on his proper step of the salary schedule as of the beginning of each school year. All custodial employees employed by March 1 of any school year and cafeteria workers employed by February 1 of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

2. Substitutes shall be appointed within ninety (90) calendar days from the day they started continuous employment if a vacancy exists and all benefits shall accrue from the day they started working continuously in any event.

B. Terminal Leave Pay

1. All employees shall be paid terminal pay upon the completion of their service to compensate for earned vacation of last school year worked. This rule shall apply to employees granted leaves of absence as well as employees leaving the system permanently.

2. Earned vacation shall be paid according to the proportion of full months worked to the total school year. For twelve (12) month employees, this shall be calculated from the previous July 1. For ten (10) month employees, this shall be calculated from the previous September 1.

C. Vehicle Use and Liability Coverage

1. For each year of this Agreement, custodial maintenance employees shall be reimbursed thirty five dollars (\$35.00) per week for the use of their vehicles in addition to reimbursement as specified in ARTICLE VII Section A.1.b. In order to qualify for the reimbursement hereinabove stated, a custodial maintenance employee must work a minimum of three (3) days in a week. In the event that a custodial maintenance employee works less than three (3) days in a week, he/she shall not qualify for any reimbursement for that week subject to the exception stated hereinafter. A custodial maintenance employee shall be entitled to apply vacation days worked to weeks in which he/she did not work three (3) days in order to qualify for reimbursement as stated herein.

2. No vehicle reimbursement shall be paid during earned vacation time whether the vacation time is taken or worked.

D. Fireman's License

All non-tenure assistant custodians, janitresses and new custodial employees must obtain and maintain a valid fireman's license by March 31 of their third year of employment. The Board agrees to pay the annual license fee, the annual license renewal fee and up to sixty dollars (\$60.00) per employee for costs involved in acquiring the initial license.

E. Non-Custodial Duties

1. Custodial employees shall not be required to perform the following:

a. Annual cleaning of boilers. The Board shall contract this work out to an outside contractor.

b. No custodial employees with the exception of custodial maintenance employees and stadium employees shall be directed, requested or required to use his vehicle or any other vehicle in the performance of his duties.

F. Food Handling

Food is to be handled only by suppliers, cafeteria workers, employees of the Board, Board of Education approved students, or authorized personnel.

ARTICLE IX

SENIORITY, JOB SECURITY AND DISCHARGE

A. Seniority and Job Security

1. Seniority is defined as the length of service of an appointed employee commencing from the date of his first appointment to an existing vacancy. In the event of a reduction in the number of employees due to economy, the discontinuance of a school facility, or its relocation, or for good cause; the employees of the Association shall be laid off in the inverse order of seniority and in accordance with the statutory requirements of Title 18A governing the methods and means for establishing seniority.

2. Those who have been subject to lay-off shall be entitled to recall upon the occurrence of a vacancy, in order of seniority.

B. Lay-offs and Discharge

1. Any employee who receives notice that he shall not be reemployed for the following school year, may within five (5) school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the employee in writing within five (5) school days after receipt of such request.

2. Any employee who receives notice that he shall not be reemployed for the following school year and statement of reasons, shall be entitled to a hearing before the Superintendent, provided a written request for a hearing is received in the office of the Superintendent of Schools within five (5) school days after receipt by the employee of the statement of reasons.

3. The Superintendent shall issue his written determination as to employment or non-employment of said employee for the next succeeding school year within five (5) school days after the conclusion of the hearing.

4. All tenured employees shall not be governed by the provisions of this SECTION but shall be governed instead by the laws of the State of New Jersey.

ARTICLE X

SALARIES

A. Salary Schedules

1. Custodial Employees

The salaries of all custodial employees under contract covered by this Agreement shall be as set forth in Schedule C-1 for the 1985-86 school year, Schedule C-2 for the 1986-87 school year, and Schedule C-3 for the 1987-88 school year. Said salaries shall be further delineated and described as scales J1, J2, J3, J4, J5, J7, and J8 all attached hereto and made a part hereof.

2. Cafeteria Workers

The salaries of all cafeteria workers covered by this Agreement shall be as set forth in Schedule D-1 for the 1985-86 school year, Schedule D-2 for the 1986-87 school year, and Schedule D-3 for the 1987-88 school year. Said salaries shall be further delineated and described as scales K1, K2, K3, K4, K5, K6, and K7 all attached hereto and made a part hereof.

B. Withholding of Increment

Pursuant to state law, the Board reserves the right to withhold any salary increment or adjustment of any custodial employee for just cause on due notice and this provision shall be incorporated by reference in Schedule "C" Salary Guides for Custodial Employees.

C. Longevity

1. Custodial Employees

The basic contract salary for custodial employees having completed five (5) or more years of service in the Passaic School District shall be increased annually on the anniversary date according to the following percentage rates times the custodial employee's actual contract salary.

The following percentage rates shall be effective for the duration of this Agreement.

<u>YEARS OF SERVICE</u>	<u>1985-86.</u> <u>1986-87.</u> <u>1987-88</u>
Completion of 5 years or more	8%
Completion of 10 years or more	9%
Completion of 15 years or more	10%
Completion of 20 years or more	11%
Completion of 25 years or more	12%
Completion of 30 years or more	13%
Completion of 35 years or more	14%

2. Cafeteria Workers

The total earnings of cafeteria workers having completed five (5) or more years of service in the Passaic School District shall be increased annually on the anniversary date according to the following longevity schedule.

<u>YEARS OF SERVICE</u>	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Completion of 5 years or more	\$500	\$550	\$600
Completion of 10 years or more	550	600	650
Completion of 15 years or more	600	650	700
Completion of 20 years or more	650	700	750
Completion of 25 years or more	700	750	800
Completion of 30 years or more	750	800	850
Completion of 35 years or more	825	875	925

ARTICLE XI

PROMOTIONS

All vacancies in existing positions and all newly created positions shall be publicized by the Superintendent in accordance with the following procedure:

A notice stipulating the position: its requirements, qualifications and location; and in the case of cafeteria vacancies, the number of daily work hours shall be posted in each head custodian's office and in each cafeteria as far in advance as practicable, but in no event less than two (2) weeks before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of the posting and a copy shall also be mailed during the summer months to the Association president's home address.

ARTICLE XII

EMPLOYEE TOOLS AND UNIFORMS

A. Tools

1. All custodial maintenance employees, with the exception of the painter and the assistant painter, shall receive twenty dollars (\$20.00) per week for the use of their tools.

2. The Board shall supply one tool chest in each school containing basic tools as recommended by the Coordinator of Building Services. The engineer or head custodian shall be responsible and accountable for these tools.

B. Uniforms

1. The Board shall pay each employee of the unit an annual uniform allowance of one hundred sixty dollars (\$160.00) during the 1985-86 school year; one hundred seventy dollars (\$170.00) during the 1986-87 school year; and one hundred eighty dollars (\$180.00) during the 1987-88 school year.

2. The wearing of uniforms shall be mandatory for employees. The color shall be designated by the Board or its representatives.

C. Cold Weather Uniforms

A foul weather coverall shall be provided for all custodial employees. The Board shall pay a maximum of \$75.00 in the first year of this Agreement and a maximum of \$75.00 in the third year of this Agreement toward the cost of a foul weather coverall at the Board's discretion to the stated maximum.

ARTICLE XIII

SICK LEAVE

A. Definition.

Sick Leave is defined as absence from work, post or duty, due to personal illness or injury on any given work day.

B. Number of Days, Accumulation and Notification

1. Nontenure Custodial Employees

Upon initial employment and continuing through a custodial employee's first three (3) years of employment, a new custodial employee shall be entitled to one and one quarter (1 1/4) sick leave days with pay per month or fraction of a month under appointment up to a maximum of fifteen (15) sick leave days with pay per year and per twelve (12) month period. The portion of sick leave days which may be used for personal leave shall be one fifth (1/5) of the total sick leave entitlement.

2. All Tenure Custodial Employees

All tenure custodial employees, not specified in B.1. of this ARTICLE, shall be entitled to fifteen (15) sick leave days with pay per year, three (3) of which may be used for personal leave.

3. Nontenure Cafeteria Workers

Upon initial employment and continuing through a cafeteria worker's first three (3) years of employment, a new cafeteria worker shall be entitled to one and one fifth (1 1/5) sick leave days with pay per month or fraction of a month under appointment up to a maximum of twelve (12) sick days with pay per year and per ten (10) month period. The portion of sick leave days which may be used for personal leave shall be one fourth (1/4) of the total sick leave entitlement.

4. All Other Cafeteria Workers

All other cafeteria workers, not specified in B.3. of this ARTICLE, shall be entitled to twelve (12) sick leave days with pay per year, three (3) of which may be used for personal leave.

5. All unused sick leave days shall be accumulated from year to year without limit. Sick leave benefits shall not apply to substitutes.

6. The Board agrees to notify all employees of the number of accumulated sick leave days during September of each year.

C. Procedures and Exceptions

1. When an employee is sick, notification shall be made by calling a central number and stating the number of days the sick employee shall be absent. In the case of cafeteria workers, the call must be placed by 7:00 a.m. or the cafeteria worker must call the cafeteria office.

2. In the event an employee of the unit is excluded from working because of action taken by the school district's medical or health authorities, on the grounds of exposure to contagious or infectious disease, or a quarantine imposed on his or her household, said employee shall not be subject to loss of pay and such absences shall not be counted as sick leave. Such absence shall not exceed fifteen (15) school days. Should the infection or contagion require an absence beyond fifteen (15) school days, the employee shall utilize accumulated sick leave or forfeit salary.

D. Extended Sick Leaves

Employees who have been regularly employed by the Board for a period of four (4) years, but excluding cafeteria workers, shall during periods of extended illness, receive one half (1/2) salary in accordance with the following provisions:

1. The employee must be absent and unable to perform his normal duties for a period of thirty (30) consecutive calendar days before he becomes eligible to receive the benefits of these provisions.

2. An employee with four (4) years, but less than six (6) years of service shall be entitled to one half (1/2) of his regular salary for an additional thirty (30) work days.

3. An employee with six (6) but less than then (10) years of service shall be entitled to one half (1/2) of his regular salary for an additional forty-five (45) work days.

4. An employee with ten (10) years of service shall be

entitled to one half (1/2) of his regular salary for an additional ninety (90) work days.

5. 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.

6. The application for such leave of absence or its renewal must be accompanied by a statement from the attending physician, subject to the approval of 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.

7. Application must be made at least thirty (30) days before the expiration of a leave of absence for personal illness, but less than ten (10) 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.

8. 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, 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.

E. Retirement Provision

1. All Custodial Employees

Upon retirement from the Passaic School District, a custodial employee shall receive from the Board the following financial consideration for having accumulated sick leave days:

<u>Accumulated sick leave days</u>	<u>Amount per day</u>
1 - 50 days	\$ 0 per day
51 - 100 days	\$ 40 per day

101 days and over \$ 60 per day

With the following limits:

<u>School Year</u>	<u>Limits</u>
1985-86	\$ 8,000
1986-87	\$ 9,000
1987-88	\$ 10,000

2. All Cafeteria Workers

Upon retirement from the Passaic School District, a cafeteria worker shall receive from the Board the following financial consideration for having accumulated sick leave days:

<u>Accumulated sick leave days</u>	<u>Amount per day</u>
1 - 50 days	\$ 0 per day
51 - 100 days	\$ 30 per day
101 days and over	\$ 40 per day

With the following limits:

<u>School Year</u>	<u>Limits</u>
1985-86	\$ 6,000
1986-87	\$ 7,000
1987-88	\$ 8,000

3. All employees shall receive the payment in a lump sum upon the effective date of retirement.

ARTICLE XIV

ADDITIONAL LEAVES

A. Maternity Leaves

1. An employee who is pregnant should notify the Board as to the dates required for a maternity leave.

2. An employee may apply for a leave of absence from her duties for a period of up to two (2) years.

3. Maternity leave commencing and terminating dates shall be adjusted by the employer to maintain a continuity of employment. Generally maternity leaves may terminate or commence: at the start or end of any school year or vacation; at the Christmas recess; semester break; midwinter recess; Easter recess; or any other calendar break of seven (7) consecutive calendar days if the midwinter recess is eliminated.

4. Appropriate Maternity Disability Leave Forms shall be developed by the employer for completion by the attending physician.

5. Upon return, the employee will be placed on the same step and guide in effect when her leave commenced, with all benefits previously accrued. If the employee served five (5) full calendar months prior to executing her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.

6. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees.

B. Military Leaves

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, C119 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 the Secretary-Business Administrator.

C. Bereavement

1. In the event of death in the immediate family all employees shall be granted allowance, without loss of pay, for absence as hereinafter stated:

2. An allowance may be taken at any time, either before death, after death, or in any combination of the two, within a period of two weeks, beginning one week before the death and ending one week after the death. Legal adoption and step-relationships shall constitute the same relationship as blood relationships.

a. A total of five (5) work days absence shall be granted for death of the following:

(1) Employee's parents, grandparents, spouse, children, and persons residing as a member of the household of the employee.

(2) Brothers and sisters of the employees and the parents of the employees spouse.

b. One (1) day's absence shall be granted to attend the funeral of any of the following:

(1) Uncles, aunts, nieces, nephews, and grandchildren of the employees.

(2) Brothers-in-law and sisters-in-law of the employee.

(3) Sons-in-law and daughters-in-law of the employee.

(4) Grandparents of the employee's spouse.

(5) Funeral time (one day's absence) will be allowed only if the employee attends the funeral.

D. NJEA Convention

All days upon which the teaching staff has been excused from teaching duties for the purpose of attending the New Jersey Education Association Convention, days off have also heretofore been granted to the members of this unit, and shall, for the term of this Agreement be recognized as days off provided only that maintenance workers, custodians, and janitresses shall attend the NJEA Teachers' Convention or shall work the two days as stated in Schedule A.

E. Other Leaves

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

ARTICLE XV

INSURANCE PROTECTION

A. State Health Benefits Program

1. The Board agrees to pay all premiums for each employee covered by this Agreement and his/her immediate family and dependents for the Blue Cross-Blue Shield, Rider "J", and major medical benefits under the New Jersey State Health Benefits Program for the term of this Agreement.

2. The Board agrees to pay all premiums for each employee covered by this Agreement and his dependents for Blue Cross-Blue Shield, Rider "J" and major medical benefits under the New Jersey State Health Benefits Program during the years of that employee's retirement under the provisions of P. L. 1964 C. 125 as amended by P. L. 1974 C. 88 Section 1, effective August 29, 1974 and P. L. 1979 C. 54 Section 1 effective March 27, 1979.

B. Prescription Drug Program

1. The Board agrees to pay premiums for each employee covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan. The prescription drug plan shall be a \$1.00 co-payment plan and include birth control prescriptions. The carrier of this plan shall be Paid Prescription. The Paid Prescription Drug Plan shall be in effect throughout the life of Agreement.

2. The Board agrees to pay premiums for each employee covered by this Agreement and his/her immediate family and dependents for Prescription Drug benefits as specified in B.1., hereinabove during the years of that employee's retirement provided that said employee has twenty-five (25) years or more of service credited in a retirement system at the time of his/her retirement. To qualify for Board payment of premiums during their years of retirement those employees hired after September 1, 1985, must additionally have twenty-five (25) years or more of service in the Passaic School System.

3. The liability to the employer shall not exceed twenty-five dollars (\$25) monthly per employee during the term of this Agreement.

C. Dental Benefits Plan

1. The Board agrees to pay all premiums for each employee covered by this Agreement and his/her immediate family and dependents for dental benefits through the New Jersey Dental Service Plan for the term of this Agreement.

2. The Board agrees to pay premiums for each employee covered by this Agreement and his/her immediate family and dependents for dental benefits as specified in C.1., hereinabove during the years of that employee's retirement provided that said employee has twenty-five (25) years or more of service credited in a retirement system at the time of his/her retirement. To qualify for Board payment of premiums during their years of retirement those employees hired after September 1, 1985, must additionally have twenty-five (25) years or more of service in the Passaic School System.

3. The liability to the employer shall not exceed thirty-five dollars (\$35) monthly per employee during the term of this Agreement.

D. Optical Benefits Plan

1. The Board agrees to pay all premiums for each employee covered by this Agreement and his/her immediate family and dependents for optical benefits through Vision Services Plan of New Jersey.

2. The Board agrees to pay premiums for each employee covered by this Agreement and his/her immediate family and dependents for Optical Plan Benefits as specified in D.1., hereinabove during the years of that employee's retirement provided that said employee has twenty-five (25) years or more of service credited in a retirement system at the time of his/her retirement. To qualify for Board payment of premiums during their years of retirement those employees hired after September 1, 1985, must additionally have twenty-five (25) years or more of service in the Passaic School System.

3. The liability to the employer shall not exceed twenty-three dollars (\$23) monthly per employee during the term of this Agreement.

E. Group Disability Insurance Plans

1. The Board agrees to pay all premiums for each employee

covered by this Agreement who qualifies, for the Washington National Insurance Company, NJEA Group Disability Insurance Plan: Plan 1 (\$630 per month), Plan 2, and Plan 3 for each year of this Agreement.

2. The Board agrees to pay all premiums for each employee covered by this Agreement who does not qualify under Section E.1. and E.2. above, for the Washington National Insurance Company, NJEA Group Disability Insurance Plan: Plan 1 (\$510 per month), Plan 2, and Plan 3 for each year of this Agreement.

3. The Board agrees to pay all premiums for each employee covered by this Agreement who does not qualify under Section E.1. above, for the Washington National Insurance Company, NJEA Group Disability Insurance Plan: Plan 1 (\$330 per month), Plan 2, and Plan 3 for each year of this Agreement.

4. It is expressly understood that no employee shall be covered by more than one (1) of the three sections E.1., E.2., and E.3., hereinabove, but will be covered under that section for which he/she qualifies. Any employee, who during the term of this Agreement qualifies for higher cost class shall be placed in such higher cost class and the additional cost shall be borne by the Board subject to the provisions of E.6. below.

5. The specifications for the group disability insurance plans are to be established by the Association for the 1985-86, 1986-87, 1987-88 school years and the carrier shall be selected by the employer with the assistance of the Association.

6. The liability to the employer shall not exceed three hundred dollars (\$300) per employee during the first year of this Agreement and three hundred fifty-five dollars (\$355) per employee during the second and third years of this Agreement.

F. Protection Clause

In the event that an insurance company, broker, or underwriter becomes insolvent or is otherwise unable to perform, the Board shall immediately make a selection of another company to insure uninterrupted participation and coverage of all employees covered by this Agreement.

ARTICLE XVI

DEDUCTION FROM SALARY

A. Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees, dues for the Passaic Maintenance, Custodians, Janitresses, Cafeteria Workers, and Building Aides Association; the Passaic County Education Association, the New Jersey Education Association; and the National Education Association of 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 the laws of the State of New Jersey and under rules established by the State Department of Education. Monies deducted, together with records of any corrections, shall be transmitted to the treasurer of the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The treasurer shall disburse such monies to the appropriate associations.

B. Rate of Dues

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 thirty (30) days written notice prior to the effective date of such change.

ARTICLE XVII

REPRESENTATION FEE

A. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is

to offset the cost of services rendered by the Association.

B. Prior to September 1, of each year the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non members will be equal to 85% of that amount.

C. If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.

D. Prior to September 1, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.

E. If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of his representation fee shall be deducted from his final paycheck. As near as possible the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

F. On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment and home phone.

G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

H. The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or

administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Savings Clause

Except as this Agreement shall otherwise provide all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and /or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Individual Contract Compliance and Printing

Any individual contract between the Board and an individual employee hereto or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling. This Agreement shall be printed and distributed by the Association after ratification. The expense of printing shall be shared equally by the Board and the Association.

E. No Strike Clause

The Association agrees to seek to remedy any disagreement via the grievance procedure as specified in ARTICLE III, shall abide by any decision by any arbitrator, and shall not resort to any strike or work stoppage during the term of this Agreement.

F. No Unilateral Changes

It is understood and agreed that unilateral changes will not be made in the terms and conditions of employment which have been

negotiated by the parties and which have become a part of this Agreement. It is further agreed that in accordance with the laws of the State of New Jersey any proposed changes in terms and conditions of employment not in this Agreement but applicable to employees covered by this Agreement shall be negotiated with the Association.

G. Perfect Attendance Award

1. The Board agrees to award each custodial employee who has had perfect attendance during the school year according to the following formula. During each school year of this Agreement -- \$200. These payments shall be made on the first day of school in the year immediately following the year in which perfect attendance was earned.

2. The Board agrees to award each cafeteria worker who has had perfect attendance during the school year according to the following formula. During each school year of this Agreement -- \$100. These payments shall be made on the first day of school in the year immediately following the year in which perfect attendance was earned.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1985 and shall continue in effect until August 31, 1988, subject to the right of the Board and the Association to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended by mutual agreement in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on this day of 1986

Passaic Maintenance,
Custodians, Janitresses,
Cafeteria Workers, and
Building Aides Association, Inc.

By *Jerome Sorrentino*
Jerome Sorrentino, President

By *Lucia Petruska*
Lucia Petruska, Secretary

Board of Education of Passaic in
the County of Passaic

By *Vincent Capuana*
Vincent Capuana, President

By *Samuel Jarquesy*
Samuel Jarquesy, Secretary

SCHEDULE A

HOLIDAY SCHEDULE FOR CUSTODIAL EMPLOYEES

All public holidays shall be granted with pay and where state statutes mandate preceding and/or subsequent observances, such shall be the guide, subject to the exception stated in ARTICLE VI, A.2.b.

Custodial employees shall be entitled to eighteen (18) paid holidays, two of which are for the NJEA Teachers' Convention. Custodial employees shall attend the NJEA Teachers' Convention or shall work the two (2) days. Proof of attendance in the form of a verified list, shall be submitted within five (5) days by the Association president.

SCHEDULE B

HOLIDAY SCHEDULE FOR CAFETERIA WORKERS

All holidays shall be granted with pay and where state statutes mandate preceding and/or subsequent observances, such shall be the guide. If state statutes do not mandate a preceding and/or subsequent observance and/or the holiday falls on a weekend, cafeteria workers shall be paid for the holiday(s).

Cafeteria Workers shall be entitled to fifteen (15) paid holidays, one of which is for the NJEA Teachers' Convention. Cafeteria Workers shall attend the NJEA Teachers' Convention in order to be paid for this holiday. Proof of attendance in the form of a verified list, shall be submitted within five (5) days by the Association president.

SCHEDULE C-1 - 1985-86 SCHOOL YEAR
SALARY GUIDE FOR CUSTODIAL EMPLOYEES

Scale J1

SENIOR HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$16,284
2	16,857
3	17,430
4	18,003
5	18,576
6	21,196
7	23,816

Scale J3

HEAD CUSTODIANS

<u>Step</u>	<u>Salary</u>
1	\$13,642
2	14,214
3	14,786
4	15,358
5	15,930
6	18,245
7	20,560

Scale J5

ASSISTANT CUSTODIANS & JANITRESSES*

<u>Step</u>	<u>Salary</u>
1	\$13,050
2	13,561
3	14,160
4	14,677
5	15,189
6	17,282
7	19,374

Scale J8

ENGINEER - SCHOOL 4

<u>Step</u>	<u>Salary</u>
1	\$14,924
2	15,496
3	16,068
4	16,640
5	17,212
6	19,602
7	21,991

Scale J2

ENGINEERS - SCHOOLS 1, 6 & 11
ASSISTANT HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$14,166
2	14,738
3	15,310
4	15,882
5	16,454
6	18,843
7	21,232

Scale J4

FIREMEN

(Must hold license as Fireman)

<u>Step</u>	<u>Salary</u>
1	\$13,146
2	13,719
3	14,292
4	14,865
5	15,438
6	17,572
7	19,706

Scale J7

CUSTODIAL MAINTENANCE EMPLOYEES

<u>Step</u>	<u>Salary</u>
1	\$16,188
2	16,709
3	17,230
4	17,803
5	18,374
6	21,177
7	23,980

*As of November 19, 1962, all nontenure assistant custodians, janitresses and future appointees must obtain and maintain a valid fireman's license.

The Board reserves the right to eliminate or withhold any salary increment or improvement for just cause as provided under the statutes.

SCHEDULE C-2 - 1986-87 SCHOOL YEAR
SALARY GUIDE FOR CUSTODIAL EMPLOYEES

Scale J1
SENIOR HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$17,127
2	17,751
3	18,375
4	18,999
5	19,623
6	22,791
7	25,959

Scale J2
ENGINEERS - SCHOOLS 1, 6 & 11
ASSISTANT HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$14,819
2	15,442
3	16,065
4	16,688
5	17,311
6	20,227
7	23,143

Scale J3
HEAD CUSTODIANS

<u>Step</u>	<u>Salary</u>
1	\$14,248
2	14,871
3	15,494
4	16,117
5	16,740
6	19,575
7	22,410

Scale J4
FIREMEN
(Must hold license as Fireman)

<u>Step</u>	<u>Salary</u>
1	\$13,704
2	14,329
3	14,954
4	15,579
5	16,204
6	18,842
7	21,480

Scale J5
ASSISTANT CUSTODIANS & JANITRESSES*

<u>Step</u>	<u>Salary</u>
1	\$13,669
2	14,225
3	14,781
4	15,434
5	15,998
6	18,558
7	21,118

Scale J7
CUSTODIAL MAINTENANCE EMPLOYEES

<u>Step</u>	<u>Salary</u>
1	\$17,077
2	17,645
3	18,213
4	18,781
5	19,405
6	22,772
7	26,138

Scale J8
ENGINEER - SCHOOL 4

<u>Step</u>	<u>Salary</u>
1	\$15,642
2	16,266
3	16,890
4	17,514
5	18,138
6	21,054
7	23,970

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SCHEDULE C-3 - 1987-88 SCHOOL YEAR
SALARY GUIDE FOR CUSTODIAN EMPLOYEES

Scale J1
SENIOR HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$18,155
2	18,841
3	19,527
4	20,213
5	20,899
6	24,727
7	28,555

Scale J2
ENGINEERS - SCHOOLS 1, 6 & 11
ASSISTANT HIGH SCHOOL ENGINEER

<u>Step</u>	<u>Salary</u>
1	\$15,617
2	16,302
3	16,987
4	17,672
5	18,357
6	21,907
7	25,457

Scale J3
HEAD CUSTODIANS

<u>Step</u>	<u>Salary</u>
1	\$14,989
2	15,674
3	16,359
4	17,044
5	17,729
6	21,190
7	24,651

Scale J4
FIREMEN
(Must hold license as Fireman)

<u>Step</u>	<u>Salary</u>
1	\$14,389
2	15,076
3	15,763
4	16,450
5	17,137
6	20,383
7	23,628

Scale J5
ASSISTANT CUSTODIANS & JANITRESSES*

<u>Step</u>	<u>Salary</u>
1	\$14,426
2	15,037
3	15,648
4	16,259
5	16,977
6	20,104
7	23,230

Scale J7
CUSTODIAL MAINTENANCE EMPLOYEES

<u>Step</u>	<u>Salary</u>
1	\$18,163
2	18,787
3	19,411
4	20,035
5	20,659
6	24,706
7	28,752

Scale J8
ENGINEER - SCHOOL 4

<u>Step</u>	<u>Salary</u>
1	\$16,521
2	17,207
3	17,893
4	18,579
5	19,265
6	22,816
7	26,367

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SCHEDULE D-1 - 1985-86 SCHOOL YEAR

SALARY SCALES FOR CAFETERIA WORKERS

Scale K1

SENIOR HIGH SCHOOL COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.57
2	6.83
3	7.09
4	7.35
5	7.75
6	8.14

Scale K2

SCHOOL 4 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.07
2	6.33
3	6.59
4	6.85
5	7.25
6	7.64

Scale K3

SCHOOL 6, 8 & 9 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.90
2	6.16
3	6.42
4	6.68
5	7.08
6	7.47

Scale K4

SENIOR HIGH SCHOOL BAKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.48
2	5.72
3	5.98
4	6.24
5	6.64
6	7.03

Scale K5

GENERAL CAFETERIA WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.06
2	5.32
3	5.58
4	5.84
5	6.24
6	6.63

Scale K6

UTILITY WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.60
2	5.86
3	6.12
4	6.38
5	6.78
6	7.17

Scale K7

CLERK TYPIST

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.86
2	6.13
3	6.40
4	6.95
5	7.49

SCHEDULE D-2 - 1986-87 SCHOOL YEAR

SALARY SCALES FOR CAFETERIA WORKERS

Scale K1

SENIOR HIGH SCHOOL COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.90
2	7.16
3	7.44
4	7.73
5	8.30
6	8.87

Scale K2

SCHOOL 4 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.36
2	6.62
3	6.90
4	7.18
5	7.76
6	8.33

Scale K3

SCHOOL 6, 8 & 9 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.17
2	6.43
3	6.71
4	7.00
5	7.57
6	8.14

Scale K4

SENIOR HIGH SCHOOL BAKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.73
2	5.97
3	6.23
4	6.52
5	7.09
6	7.66

Scale K5

GENERAL CAFETERIA WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.25
2	5.53
3	5.81
4	6.09
5	6.66
6	7.23

Scale K6

UTILITY WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.84
2	6.12
3	6.40
4	6.68
5	7.25
6	7.82

Scale K7

CLERK TYPIST

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.10
2	6.39
3	6.68
4	7.42
5	8.16

SCHEDULE D-3 - 1987-88 SCHOOL YEAR

SALARY SCALES FOR CAFETERIA WORKERS

Scale K1

SENIOR HIGH SCHOOL COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$7.33
2	7.59
3	7.88
4	8.18
5	8.97
6	9.76

Scale K2

SCHOOL 4 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.74
2	7.00
3	7.28
4	7.59
5	8.38
6	9.16

Scale K3

SCHOOL 6, 8 & 9 COOK MANAGER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.53
2	6.79
3	7.07
4	7.38
5	8.17
6	8.95

Scale K4

SENIOR HIGH SCHOOL BAKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.06
2	6.30
3	6.57
4	6.85
5	7.64
6	8.43

Scale K5

GENERAL CAFETERIA WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$5.46
2	5.77
3	6.08
4	6.39
5	7.17
6	7.95

Scale K6

UTILITY WORKER

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.11
2	6.42
3	6.73
4	7.04
5	7.82
6	8.60

Scale K7

CLERK TYPIST

<u>Step</u>	<u>Hourly Rate</u>
1	\$6.38
2	6.71
3	7.04
4	8.01
5	8.98