

4-3066

16-99

PREAMBLE

1 This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_,  
2 by and between the Board of Education of the Passaic County Regional  
3 District Number One of Passaic County, New Jersey, hereinafter called the  
4 "Board" and the Passaic Valley Operations Staff, hereinafter called the  
5 "Staff".

6

7

WITNESSETH:

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

12

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

15

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

1973-1995

ARTICLE 1

RECOGNITION

- 1 A. The Board hereby recognizes the Passaic Valley Operations Staff as  
2 the exclusive and sole representative for collective negotiation concerning  
3 the terms and conditions of employment for non-certificated personnel under  
4 contract, on leave, employed by the Board or hereinafter employed pursuant  
5 to the terms of this Agreement, who are members of the Custodial Staff.
- 6 B. Unless otherwise indicated, the term "member", when used hereinafter  
7 in this Agreement, shall refer to all employees represented by the Staff  
8 in the negotiating unit as above defined.

ARTICLE 11

NEGOTIATIONS PROCEDURE

1 A. The Board and the Staff agree to enter into collective negotiations  
2 over a successor agreement in accordance with Chapter 303, Public Laws of  
3 1968, in a good faith effort to reach agreement on matters concerning the  
4 terms and conditions of members' employment. Such negotiations shall  
5 begin during the month of October of the calendar year preceding the cal-  
6 endar year in which this Agreement expires. Any agreement so negotiated  
7 shall apply to all members, be reduced to writing, be signed by the Board  
8 and the Passaic Valley Operations Staff upon adoption by both parties.

9 B. During negotiations, the Board and the Staff shall present relevant  
10 data, exchange points of view and make proposals and counter-proposals.  
11 The Board and the Staff shall make available to the Negotiating Committees  
12 data necessary to the agreeable resolution of items being negotiated.

13 C. Neither party in any negotiation shall have any control over the  
14 selection of the negotiating representatives of the other party. The  
15 Board and the Staff shall pledge that their representatives shall be able  
16 to make proposals, consider proposals and make counter-proposals in the  
17 course of negotiations.

18 D. 1. The Negotiations Committees shall meet to review any article  
19 which both parties mutually agree is in need of review.

20 2. Each party shall submit to the other at least seven (7) days  
21 prior to the meeting, an agenda covering matters it wishes to discuss.

22 3. All meetings between the parties shall be regularly scheduled,  
23 whenever possible, to take place when the staff members involved are free  
24 from assigned responsibilities unless otherwise agreed.

25 4. Should a mutually acceptable amendment to this Agreement be  
26 negotiated by the parties, it shall be reduced to writing, be signed by  
27 the representatives of the Board and the Operations Staff, and be  
28 recommended for adoption by their respective bodies.

- 1 E. The Board agrees not to negotiate concerning said employees in the
- 2 negotiating unit as defined in ARTICLE 1 of this Agreement, with any
- 3 organization other than the Staff for the duration of this Agreement.
- 4 F. This Agreement shall not be modified in whole or in part by the
- 5 parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### INDIVIDUAL GRIEVANCE PROCEDURE

#### General Provisions

1. It is conceivable that conditions of employment may become a matter of concern for an individual member of the staff. 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 of the staff shall have the right to appeal the application of policies and administrative decisions affecting him, through administrative channels.
4. A staff member may expect to present his 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 staff member shall have the right to present his own appeal or to be represented and accompanied by a person or persons of his 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.
8. At each step of the procedures, if differences are not resolved within the prescribed time, the staff member shall have the right to move directly to the next step.
9. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his duties. They are not designed to be used for changing such policies and regulations or establishing new ones.

#### Procedures

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

- 1 3. The principal or his designee shall conduct whatever investigation he  
2 deems necessary and shall render his determination in writing within  
3 three (3) school and/or working days after it is brought to his  
4 attention. Copies of the decision shall be given to the employee and  
5 to the supervisor.  
6
- 7 4. The staff member, if not satisfied by the principal's or his designee's  
8 decision, may submit a written request to the superintendent for review  
9 and determination. The superintendent or his designee shall gather  
10 all pertinent data and shall confer with all interested parties,  
11 collectively and/or separately. The matter should be resolved as  
12 quickly as possible but within a period not to exceed ten (10) school  
13 and/or working days.  
14
- 15 5. The superintendent or his designee shall present his determination,  
16 including supporting reasons, in writing to all concerned parties  
17 and shall file a report with the Board of Education.  
18
- 19 6. If satisfaction does not result from the superintendent's or his  
20 designee's action the staff member may request that his complaint  
21 be reviewed by the Board of Education. The request shall be in  
22 writing and shall be presented through the office of the superintendent.  
23 A copy of the request shall at the same time be delivered to the  
24 secretary of the Board of Education by the staff member.  
25
- 26 7. The President of the Board of Education shall request that the  
27 superintendent submit all written records of the case for review by  
28 the Board or a designated Board committee.  
29
- 30 8. The Board or its representatives shall examine the data, may hold a  
31 hearing, or shall hold a hearing if requested by any of the concerned  
32 parties.  
33
- 34 9. Any hearing must be held within ten (10) school and/or working days  
35 of the receipt of the appeal by the President of the Board. All parties  
36 associated with the complaint and their representative (if any) shall  
37 have the right to attend and to present testimony at such hearing.  
38 The Board may also require the presence and testimony of any other  
39 person it so desires.  
40
- 41 10. Within fifteen (15) school and/or working days after the conclusion  
42 of the hearing the Board shall render a final decision which shall  
43 be conveyed to all major parties involved in the complaint. This  
44 decision shall be conclusive except for appeals which may be provided  
45 for under New Jersey Statutes.  
46
- 47 11. Nothing herein contained shall be construed as limiting the right of  
48 any staff member having a grievance to discuss the matter informally  
49 with any appropriate member of the administration and having the  
50 grievance adjusted without the intervention of the Association,  
51 provided the adjustment is not inconsistent with terms of this  
52 Agreement and that the Association has been given the opportunity to  
53 be present at such adjustment and to state its views.  
54
- 55 12. It is agreed by both parties that any time limits specified herein  
56 shall be reduced to the time limits specified in a new ~~PY06~~ contract  
57 which may be negotiated subsequent to this agreement.

ARTICLE IV

STAFF MEMBER RIGHTS

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

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

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

1 D. Whenever any staff member is required to appear before the  
2 Superintendent, member or members of the Board of Education, or any  
3 Committee, representative or agents thereof concerning any matter which  
4 could adversely affect the continuation of that staff member in his office,  
5 position, or employment, or the salary or any increments pertaining  
6 thereof, that member will be given prior written notice of the reasons for  
7 such meeting or interview and that staff member will be entitled to have  
8 a representative of the P.V.O.S. present to advise that member and  
9 represent such member during such meeting or interview.



ARTICLE V

WORK DAY AND WORK YEAR

- 1 A. The regular work week for all members of the Operations Staff shall  
2 be from Monday through Friday, except where holidays appear, and except  
3 for custodial employees who may be assigned to a work week of Tuesday  
4 through Saturday.
- 5 1. The normal working hours for custodial employees shall be between  
6 7:00 a.m. and 12:00 midnight on days when school is in session; and  
7 between 7:00 a.m. and 4:30 p.m. on other working days. Those custodial  
8 employees assigned to the day shift shall work 40 hours per week, ex-  
9 clusive of the lunch period; those assigned to the night shift shall  
10 work 40 hours per week exclusive of the lunch period. The assignment  
11 of specific working hours for each employee shall be made by the  
12 Supervisor of Building and Grounds.
- 13 2. Sunday Work - All Sunday work regardless of previous hours worked in a  
14 given week shall be at double time.
- 15 3. Saturday and Week-day Work:
- 16 A. Time and one-half will be paid after 40 hrs. of work.  
17 B. Holidays falling in the work week will be counted in  
18 the 40 hrs. worked category.  
19 C. Sick days taken within the regular five (5) day week  
20 shall not count in the 40 hr. base week. Simply a  
21 staff member sick on Tuesday who works on Saturday will  
22 work straight time.
- 23 4. Night Shift:
- 24 A. Hours for night shift personnel will run from 3:30 p.m.  
25 to 12:00 midnight with one-half hour allowed for supper.  
26 B. A 7% differential based on contractual salary shall be  
27 paid to those personnel who are assigned to the 3:30 p.m.  
28 to 12:00 midnight shift. Differential is based on a  
29 maximum of 39 weeks of the school year.  
30 C. Day time personnel scheduled to work overtime (evenings)  
31 will be paid at the prevailing overtime rate for the  
32 shift.

1 Night Shift:

2 D. Basis for selection of night shift personnel.

- 3 1. Management evaluation of staff capabilities
- 4 2. Institutional needs
- 5 3. Skills and training possessed by the indi-
- 6 6 individual
- 7 4. Rating on past performance of assigned tasks.
- 8 5. Length of service in the position at Passaic
- 9 9 Valley High School

10 5. Security Check:

11 Custodians may be assigned by the Supervisor of Building and Grounds to  
 12 complete a 1 1/2 hour morning security check and 1 1/2 hour evening  
 13 security check on Sundays and all custodial holidays. One and one-half  
 14 hour check morning and evening at double time for Sundays and all  
 15 custodial holidays.

16 B. Holidays with full pay shall be provided for members of the Custodial  
 17 Staff as follows:

- 18 New Year's Day
- 19 a Lincoln's Birthday (unless school is in session)
- 20 Washington's Birthday
- 21 a Good Friday
- 22 Memorial Day
- 23 a July 4th
- 24 Labor Day
- 25 a Columbus Day
- 26 Veteran's Day
- 27 Presidential Election
- 28 a Thanksgiving Day
- 29 Christmas Eve Day
- 30 a Christmas Day
- 31 New Year's Eve Day

32 1. Holiday Pay - All work performed on holidays noted in Article V,  
 33 Paragraph B, of the contract will be paid at Base Rate  
 34 plus holiday pay. Essentially this is double time pay.

35 C. Vacations

36 1. All vacations will be approved by the Superintendent following  
 37 consultation with immediate supervisors.

1     **Vacations:**

2     2. Vacations for custodians shall be as follows:

3         2 weeks vacation after 1 year of employment

4         3 weeks after 5 years of employment

5     3. All vacations must be scheduled after June 15th and must be concluded by  
6         August 15, with the following exceptions: Vacation period to run for up  
7         to three (3) men in June after the 15th. Vacation period ends by August  
8         15 for all custodial staff except vacation time beyond the 15th of August  
9         will be subject to the Superintendent's recommendation to the Board.

ARTICLE VI  
STAFF ABSENCES

Sick Leave

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

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

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

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

13 B. Termination of Services.

14 Thirty days written notice will be required by employer and employee  
15 of notice to terminate service.

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ARTICLE VIII

NOTICE OF PROMOTIONS

1 A. Promotional positions are defined as follows: Positions paying a  
2 salary differential and/or positions on the supervisory levels of re-  
3 sponsibility.

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

15 B. The giving of notice as above described shall in no wise be inter-  
16 preted as compelling the Board and/or the superintendent to hire for  
17 "promotional positions" from and among the personnel of the membership of  
18 the Passaic Valley Operations Staff.

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ARTICLE IX

INSURANCE PROTECTION

- 1 A. As of July 1, 1971, the Board shall provide for each member all the  
2 health-care insurance protection offered by the New Jersey Public and  
3 School Employees Health Benefit Plan. This shall include Hospitalization  
4 benefits, Surgical benefits, Rider J benefits and Major-medical benefits.  
5 The Board shall pay the full premium for each member and, in cases where  
6 appropriate, for family-plan insurance coverage. It shall be understood  
7 that the provisions of this article shall be the same as those included  
8 in a contract to be negotiated by the Board with the Passaic Valley  
9 Education Association for the 1971-72 year.
- 10 B. The Board shall provide to each member a description of the health  
11 care insurance coverage provided under this article not later than  
12 September 1, 1971 which shall include a clear description of conditions  
13 and limits of coverage.

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

A. The following tabulations set forth the salaries which will be paid within the various job classifications for the period from July 1, 1973 to June 30, 1975.

1973-1974		
<u>Year of Employment</u>	<u>Custodians</u>	<u>Matrons</u>
1	6,800.00	5,000.00
2	7,050.00	5,300.00
3	7,300.00	5,500.00
4	7,550.00	5,700.00
5	7,800.00	5,900.00
6	8,050.00	6,100.00
7	8,300.00	

1974-1975		
1	7,000.00	5,200.00
2	7,300.00	5,400.00
3	7,600.00	5,600.00
4	7,900.00	5,800.00
5	8,200.00	6,000.00
6	8,500.00	6,200.00

B. Custodial foreman shall be compensated an amount of \$600 above the figures shown under A above for Custodial employees.



ADDENDUM TO BOARD - PASSAIC VALLEY OPERATIONS STAFF CONTRACT

ARTICLE V

WORK DAY AND WORK YEAR

A. - 1. Line 7 - 4:30 P.M. to be changed to 3:30 P.M.

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

C. The Passaic Valley Operations Staff and/or the Board may introduce for negotiations during the 1973-74 school year the maximum salary listed under the years 1974-1975 for Custodians only.

ARTICLE XI

DURATION OF AGREEMENT

1 A. This agreement shall be effective as of July 1, 1973 and shall  
2 continue in effect until June 30, 1975.

3  
4 B. In witness whereof the parties hereto have caused this Agreement  
5 to be signed by their respective Presidents and attested by their  
6 respective Secretaries all on the day and year as shown in the Preamble  
7 of this Agreement.

8

9 PASSAIC VALLEY OPERATIONS STAFF

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

10

11

12 By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

13 Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary