

THIS BOOK DOES NOT CIRCULATE

PREAMBLE

1 This Agreement entered into this _____ day of _____, 1976
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 Office Workers Association, hereinafter
5 called the Association.

WITNESSETH:

6
7 Whereas, the Board has an obligation pursuant to Chapter 303 Public
8 Laws 1968 to negotiate with the Association representative of employees
9 hereinafter designated with respect to the terms and conditions of employ-
10 ment, and

11
12 Whereas, the parties have reached certain understandings which they
13 desire to confirm in this Agreement, be it

14
15 Resolved, in consideration of the following mutual covenants, it is
16 hereby agreed as follows:

17

7/1/78 - 1/10/78
LIBRARY
Faculty of Management and
1978
RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION

1. A The Board hereby recognizes the Passaic Valley Office Workers
2 Association as the exclusive and sole representative for collective
3 negotiation concerning the terms and conditions of employment for
4 non-certificated personnel under contract, on leave, employed by the
5 Board of Education or hereinafter employed pursuant to the terms of
6 this Agreement, including members of the Secretarial, Clerical and
7 Bookkeeping Staff, except the Superintendent's Secretary and the
8 Assistant Superintendent's Secretary.

9

10 B Unless otherwise indicated, the term, 'member' when used herein-
11 after in this Agreement, shall refer to all employees represented by
12 the Association in the negotiating unit as above defined.

13

NEGOTIATIONS PROCEDURE

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

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

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

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

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

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

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

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

6

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 or the Association. This may result in a complaint against an alleged violation, misinterpretation, or inequitable application of an existing law, rule, regulation, or policy.
2. The resolution of such a concern or complaint at the earliest possible moment is desirable. It is the intent of these procedures to provide for an orderly settlement of such differences in a fair and equitable manner.
3. Any individual member or the Association shall have the right to appeal the application of policies and administrative decisions affecting them through administrative channels.
4. A member or the Association may present their complaint with freedom from restraint, interference, coercion, discrimination, or reprisal. Similar freedom from prejudicial action shall be granted to the Board of Education, any Individual member of the Board or any member of the administrative staff hearing the complaint.
5. The member or the Association shall have the right to present their own appeal or to be represented and accompanied by a person or persons of 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 member or the Association 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.

10. Advisory Arbitration

Procedures

1. The member or the Association shall present their complaint orally to his immediate supervisor who shall orally and informally discuss the problem with them in an attempt to resolve the matter.
2. If the differences are not satisfactorily resolved through this informal conference within three (3) school days and/or working days, the member or the Association shall present the complaint in writing to the Assistant Superintendent of the school or to the Superintendent's designee. A working day is identified as one on which the general office is open for business.

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

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 Association and its affiliates
4 for the purpose of engaging in collective negotiations and other concerted
5 activities for mutual aid and protection. As a duly selected body
6 exercising government power and 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 Office Workers Association and its affiliates, his participation
14 in any legal activities of the PVOWA and its affiliates, collective
15 negotiations with the Board or his institution of any grievance, complaint
16 or proceeding under this Agreement or otherwise with respect to any terms
17 or conditions of employment.

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

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

26 D Whenever any Association member is required to appear before the
27 Superintendent, member or members of the Board of Education, or any
28 Committee, representative or agents thereof concerning any matter which
29 could adversely affect the continuation of that Association member in his

SECTION D

1 office, position, or employment, or the salary or any increments pertaining
2 thereof, that member will be given prior written notice or the reasons for
3 such meeting or interview and that Association member will be entitled to
4 have a representative of the PVOWA present to advise that member and
5 represent such member during such meeting or interview.

6 E The Board, on its own behalf and on behalf of the electors of the
7 District, hereby retains and reserves unto itself, without limitation, all
8 powers, rights, authority, duties and responsibilities conferred upon and
9 vested in it by the laws and the Constitution of the State of New Jersey, and
10 of the United States, including, but without limiting the generality of the
11 foregoing, the right:

12 1. Executive Management: To the executive management and administra-
13 tive control of the school system and its properties and facilities, and the
14 activities of its employees during the school day;

15 2. Hiring Rights: To hire all employees and subject to the
16 provisions of law, to determine their qualifications, and the conditions
17 for their continued employment, or their dismissal or demotion; and to
18 promote, and transfer all such employees;

19 3. Duties and Responsibilities: The Board reserves the right to
20 assign duties and responsibilities to all Clerical, Secretarial and
21 Bookkeeping personnel. Nothing contained herein shall be considered to
22 deny or restrict the Board of its rights, responsibilities, and authority
23 under the provisions of Title 18A of the laws of the State of New Jersey
24 or any other national, state, county, district or local laws or regulations
25 as they pertain to education.

ARTICLE V

WORK DAY AND WORK YEAR

1 A The regular work week for all members of the PVOWA shall be from
2 Monday through Friday, except where holidays appear.

3 1. Office employees shall work thirty-five (35) hours per week, exclusive
4 of the lunch period. Ten (10) minute breaks will be provided in both
5 the morning and afternoon hours of the day, however, employee may take 20
6 minutes in the a.m. The working hours shall be between 8:00 a.m. and 4:30 p.m.
7 as recommended by the immediate supervisor and approved by the Superintendent,
8 the total time not to consist of more than seven (7) hours per day. During
9 the summer, when school is not in session the working hours shall be between
10 8:30 and 3:45 from July 1st through the last week of August with one-half
11 hour for lunch and no afternoon break.

12 B Holidays with full pay shall be provided for members of the Secretarial,
13 Bookkeeping and Clerical staff. Holiday schedules follow the school
14 calendar for 1976-77, 1977-78 and 1978-79 as follows:

15 New Year's Eve Day and New Year's Day
16 *Lincoln-Washington Recess
17 Good Friday
18 Memorial Day
19 July 4th
20 Labor Day
21 Columbus Day
22 Veteran's Day
23 Teacher Convention Days
24 Thanksgiving Day and the day after
25 Christmas Eve Day and Christmas Day
26 Easter Recess and Christmas Recess
27

28 C It is understood and agreed that the Secretarial, Bookkeeping and
29 clerical staffs shall not be required to report for work on snowdays.

30
31 *1976-77, 1977-78, 1978-79 comparable holidays to be based upon the school
32 calendar adopted by the Board for the school year."

1 D VACATIONS

- 2 1. All vacations will be approved by the Superintendent following
3 consultation with immediate Supervisors.
- 4 2. Vacations for Secretarial, Bookkeeping and Clerical staff shall
5 be: 2 weeks after 1 year of employment and 1 additional day for
6 every six months thereafter until the maximum of 20 working days
7 has been reached.
- 8 3. All vacations must be scheduled during July and August and must be con-
9 cluded by the end of August. Any deviation which may be desirable be-
10 cause of the coincidence of days in the last week of June or the first
11 week of September shall be resolved by the Superintendent.

12 E TERMINATION OF EMPLOYMENT

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

15

ARTICLE VI

ASSOCIATION ABSENCES

1 SICK LEAVE

2 1. All Association members with a 12 month work year shall be allowed for
3 personal illness, sick leave with full pay for twelve (12) school days
4 in any school year.

5
6 2. If any member requires in any school year less than the specified
7 number of days or sick leave with pay allowed, all days of such sick
8 leave not utilized that year shall be cumulative to be used for
9 additional sick leave as needed in subsequent years.

10
11 3. Absence for reasons other than personal illness shall be allowed
12 with full pay as provided under Administrative Regulation 4151
13 which appears in the Staff Handbook.

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

17

EXTENDED LEAVES OF ABSENCE

1 A member of the P.V.O.W.A. 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. Extended leaves subject to the Miller versus Pequannock
13 decision.

14

15

ARTICLE VIII

NOTICE OF PROMOTION & VACANCIES

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

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

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

21 C SECRETARIAL/BOOKKEEPING STAFFS

22 Anyone applying for these ratings will be required to take qualifying
23 examinations before placement to either a Bookkeeping or Secretarial position.
24 Anyone having these skills but not filling a job requiring their utilization
25 will be paid according to the guide related to the job being performed.
26 When a vacancy occurs in a higher classification and an employee is selected
27 through the prescribed procedures to fill such vacancy,

1 that person(s) will then be paid on the basis of the new classification guide.
2 Effective date of appointment will be the basis for receiving the new rate of
3 pay. If this date occurs during a current contract year, the salary will be
4 on a pro-rate basis.

5

ARTICLE IX

INSURANCE PROTECTION

1 A As of July 1, 1976 the Board shall provide for each member all the
2 health-care insurance protection offered by the New Jersey Public and School
3 Employees Health Benefit Plan. This shall include Hospitalization benefits,
4 Surgical benefits, Rider J Benefits and Major-medical benefits. The Board
5 shall pay the full premium for each member and, in cases where appropriate
6 for family-plan insurance coverage. It shall be understood that the pro-
7 visions of this article shall be the same as those included in a contract
8 to be negotiated by the Board with the Passaic Valley Education Association
9 for the 1976-77, 1977-78 and also 1978-79 year.*

10 B The Board shall provide to each member a description of the health care
11 insurance coverage provided under this article not later than September 1,
12 1976 and September 1, 1977 and September 1, 1978, which shall include a clear
13 description of conditions and limits of coverage.

*NOTE: Whatever is agreed between the P.V.E.A. and Board in the 1978-1979
contract pertaining to insurance coverage shall be the same for P.V.O.W.A.
members.

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

The following tabulations set forth the salaries which will be paid within the various job classifications for the period indicated.

1. For Clerical Employees:

<u>Steps</u>	<u>July 1, 1976 to June 30, 1977</u>	<u>July 1, 1977 to June 30, 1978</u>	<u>July 1, 1978 to June 30, 1979</u>
1	\$6100	\$6600	\$7100
2	6520	7020	7520
3	6940	7440	7940
4	7360	7860	8360
5	7780	8280	8780
6	8200	8700	9200

2. For Clerical/Bookkeeper:

<u>Steps</u>	<u>July 1, 1976 to June 30, 1977</u>	<u>July 1, 1977 to June 30, 1978</u>	<u>July 1, 1978 to June 30, 1979</u>
1	\$6400	\$6900	\$7400
2	6820	7320	7820
3	7240	7740	8240
4	7560	8160	8560
5	8080	8580	9080
6	8500	9000	9500

3. For Secretaries/Bookkeeping Staff:

<u>Steps</u>	<u>July 1, 1976 to June 30, 1977</u>	<u>July 1, 1977 to June 30, 1978</u>	<u>July 1, 1978 to June 30, 1979</u>
1	\$6500	\$6900	\$7300
2	6900	7300	7700
3	7300	7700	8100
4	7700	8100	8500
5	8100	8500	8900
6	8500	8900	9300
7	8900	9300	9700

ARTICLE XI

DURATION OF AGREEMENT

1 A This agreement shall be effective as of the date of July 1, 1976 as agreed
2 both parties and shall continue in effect until June 30, 1979.

3

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

8

9

10 PASSAIC VALLEY OFFICE WORKERS
11 ASSOCIATION
12

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

13 By _____
Its President

By _____
Its President

14 Attest: _____
Secretary

Attest: _____
Secretary