

N-3021

Paramus Public School Association of  
Custodian and Maintenance Workers  
c/o John Bihuna  
Paramus Board of Education  
Century Road  
Paramus, New Jersey

Re: Paramus Board of Education -  
Maintenance Contract 1970-1972

Gentlemen:

During negotiations for a renewal contract effective 1970-1972, it is our understanding the following was also agreed to:

In the event the Paramus Board of Education and the Education Association of Paramus teacher contract, which is to be reopened in the fall of 1970 shall have included therein for the 1971-1972 school year any improvement in the Board's contribution to the group insurance plan, the same improvement shall be applicable and become a part of the Maintenance contract for the 1971-1972 year.

If your Association is in agreement with the foregoing, I would appreciate your executing a copy of this letter and returning it to the undersigned indicating acceptance.

Very truly yours,

PARAMUS BOARD OF  
EDUCATION

By: \_\_\_\_\_

Accepted and approved.

PARAMUS PUBLIC SCHOOL ASSOCIATION  
OF CUSTODIANS AND MAINTENANCE WORKERS

By: \_\_\_\_\_

THIS AGREEMENT entered into this            day of

1970, by and between the BOARD OF EDUCATION of the Borough of Paramus, in the County of Bergen, a public body corporate of the State of New Jersey (herein called (the BOARD), and the Paramus Public School Association of Custodians and Maintenance Workers, an unincorporated association of the State of New Jersey (herein called the ASSOCIATION)

WITNESSETH, THAT:

WHEREAS, the Constitution of the State of New Jersey provides:

"The Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all the children in the State between the ages of five and eighteen years"; and

WHEREAS, by virtue of the provisions of N. J. S. Title 18A, the Legislature has carried out its Constitutional mandate by making provision for local boards of education charged with certain statutory duties to be administered in their respective school districts; and

WHEREAS, the Board is the statutory agency so created and designated for the School District of the Borough of Paramus; and

WHEREAS, under the terms and provisions of the Act the Association requested that the Board recognize it as the exclusive bargaining agent of the bargaining unit consisting of custodians, matrons and maintenance employees and maintenance helpers employed by the Board in the Paramus school system, and excluding from said bargaining unit supervisors and managerial employees as that term is defined in N. J. S. A. 34:15A-5.3 and all other employees; and

WHEREAS, the Association has established by means of a card check that it represents a majority of employees in the bargaining unit consisting of custodians, matrons and maintenance employees and

maintenance helpers; and

WHEREAS, after proof of such majority representation the Board has and continues to recognize the Association as the sole and exclusive bargaining agent for the aforementioned appropriate unit, and

WHEREAS, under the terms of the law the Board and the majority representative (the Association) are bound to negotiate in good faith the terms and conditions of employment of employees in the unit; and

WHEREAS, by reason thereof, the Board has, pursuant to the provisions of R. S. 34:13A-1 et seq., as amended and supplemented by the provisions of Chapter 303 of the Laws of 1968, negotiated with the Association with respect to grievances and the terms and conditions of employment of said employees for the 1970-1972 school year; and

WHEREAS, an agreement having been reached, the parties desire to embody it in writing and sign it;

NOW, THEREFORE, in consideration of the foregoing recital and of the hereinafter set forth terms and provisions and covenants, the Board and the Association agree, promise and covenant to and with each other as follows:

#### ARTICLE I - MUTUAL RECOGNITION

##### A. THE BOARD'S STATUS

The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Paramus of a thorough and efficient system of free public schools.

The Board hereby retains and reserves unto itself, without limitations other than those expressly set forth by law and by the

specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment activities therein and thereon of its employees.
2. To hire all employees and, subject only to the provisions of law and terms of this Agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such employees.
3. To determine the hours of employment, the duties, responsibilities and assignments of custodians, matrons, and maintenance workers and maintenance helpers and the terms and conditions of employment, subject only to the terms of this Agreement.
4. To hire, transfer, layoff, discharge, direct the work force and determine the work force.
5. To determine the work and services to be performed by covered employees and the manner and methods whereby such work is to be done.
6. To contract or subcontract for such work or services as the Board of Education determines.

The exercise of the foregoing powers, rights, authority, duties and

responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement, and the extent to which such expressed terms are in conformance with the Constitution and the provisions of the laws of the State of New Jersey (specifically the provisions of R. S. 34:13A-1 et seq. amended and supplemented by the provisions of Chapter 303 of the Laws of 1968) and the Constitution and laws of the United States.

#### B. THE ASSOCIATION'S STATUS

The Board hereby recognizes the Association as the exclusive and sole representative for purposes of collective bargaining concerning the terms and conditions of employment in the bargaining unit, including custodians, matrons and maintenance employees and maintenance helper employed by the Board in the Paramus School System, but excluding supervisors and managerial employees as those terms are defined in N.J.S.A. 34:13A-5.3, and all other employees. Unless otherwise indicated, the term "custodian, matron or maintenance worker," as used in this Agreement, shall refer to one or more of the non-professional employees represented by the Association in the negotiating unit as above defined. Where the context so requires, reference to the masculine gender shall include the feminine and reference to the singular number shall include the plural.

#### C. ASSOCIATION RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for

the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1958 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

3. No tenured employee may be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4. The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to annual financial reports and audits, agendas and minutes of all Board meetings, census data, individual and group health insurance premiums and experience figures.

5. The Association shall have the right to use the interschool mail facilities and school mail boxes. A box will be designated in each school for Association use.

ARTICLE II - HOURS OF WORK

A. The normal work day shall consist of eight (8) working hours. The employee shall have one-half (1/2) hour uninterrupted unpaid lunch period. The normal work week shall consist of five (5) days of forty (40) hours. Custodians shall have a one-half (1/2) hour paid lunch period during the normal working hours; provided, however, they shall not be permitted to leave the premises. Maintenance men, maintenance helpers and matrons shall have a one-half (1/2) hour unpaid lunch period.

B. Time and one-half (1-1/2) an employee's regular straight time calculated hourly rate of pay shall be paid for all hours worked over eight (8) hours worked in any work day and for all work on Saturday as such and in excess of forty (40) hours worked in any work week, provided shifts which start on Friday and run into Saturday shall not be paid at time and one-half (1-1/2). Double an employee's regular straight time calculated hourly rate of pay shall be paid for all hours worked on Sunday.

C. Employees agree they will work overtime when requested, except if the employee establishes a reasonable excuse why he cannot work, the overtime will be excused without prejudice.

D. It is understood that there shall be no pyramiding of overtime rates (that is, overtime shall not be required on overtime or on any premium rate).

E. The provisions of this Article and of this Agreement shall

not be construed as a guarantee of hours of work per day, per week, or of days of work per week. No provision of this contract shall be deemed to be a guarantee of employment.

F. An employee who has worked his normal eight (8) hour scheduled work day or forty (40) hours in the scheduled work week and has left and is required to return for an assignment, shall be guaranteed at least three (3) hours work and shall be paid at time and one-half (1-1/2) his straight time rate of pay for all time worked. Any employee who is required to return to work for any assignment and who has not worked his normal eight (8) hour scheduled work day or forty (40) hours in the scheduled work week, shall be guaranteed at least three (3) hours work and shall be paid at his straight time rate of pay until he has worked eight (8) hours in that work day or forty (40) hours in that work week, and thereafter shall receive time and one-half (1-1/2) his regular straight time rate of pay for all hours thereafter worked.

G. The Board shall have the right to make assignments of employees to the shift where the Board determines the employee's services are necessary; provided, however, the Board will notify the Association Representative prior to making any change. The Board shall have the right to establish, change, modify and discontinue such shifts as it determines necessary, and shall have the right to establish and change shift hours.



ARTICLE III - TRANSFERS

The Board and its supervisors shall have the right to make such temporary transfers of job duties and location assignment of employees as they determine is reasonably required.

ARTICLE IV - SALARIES

A. The salaries of all employees covered by this Agreement shall be as set forth in Schedules "B" and "C" attached hereto.

B. When covered employees are required to use their own automobile in the performance of their work duties, they shall be reimbursed for the use of said automobile at the rate of ten cents (10¢) per mile. When possible, employees shall notify their supervisor before using their automobile and obtain his permission for such use.

C. Each employee holding a valid firemans license shall receive

one lump sum payment of FIFTY (\$50.00) DOLLARS on July 1, 1970.

ARTICLE V - GROUP INSURANCE

A. The Board agrees that on the first admission date permitted by the policy after the expiration of thirty (30) days continuous employment by a covered employee, if the employee makes application to the Board and agrees in writing to pay one-quarter (1/4th) of the cost of Blue Cross, Blue Shield and Rider "J" protections and permits the deduction of the same from his earnings, the Board agrees to provide and pay the remaining three-quarters (3/4ths) of the cost of Blue Cross, Blue Shield and Rider "J" protections for the employee and his dependent during any period the employee is actually working.

B. The Board agrees that on the first admission date permitted by the policy after the expiration of thirty (30) days continuous employment by a covered employee, when permissible, the Board agrees it will provide and pay the <sup>full</sup> cost of major medical protections for the employee and his dependents during any period the employee is actually working.

C. If any of the aforementioned plans of insurance protections contain coordination of benefit provisions, the covered employees' and their dependents' rights and obligations are subject to the said coordination provisions.

D. None of the aforementioned hospitalization, medical surgical, major medical or Rider "J" protections shall be required to be provided or paid for for employees covered by Medicare protections. It is agreed that for employees covered by Medicare the Board will pay the customary form of "carved-out protection" which provides such employees certain hospitalization and medical surgical benefits permitted by the Medicare

Program. It is understood that the employee who is entitled to Medicare protection shall have the obligation and responsibility of making all necessary applications and payments and taking such actions as are required of him to obtain the maximum Medicare protection; and if the employee fails to take such actions, the Board is relieved of all responsibilities hereunder.

E. It is understood that the Board's sole obligation and liability under this Article is to pay the cost and provide the aforementioned hospitalization, medical surgical, major medical and Rider "J" protections as heretofore outlined. The employees, their dependents and beneficiaries rights, benefits, obligations, duties and eligibility requirements shall be determined solely by the terms, provisions, requirements and conditions set forth in the policies, plans or contracts providing each of the aforementioned welfare protections.

F. Upon the recall or return to work of any employee after a layoff, leave of absence, or absence for any other reason, the Board will again assume the cost and provide the aforesaid welfare protections, subject to the terms and provisions of the policies providing the same.

G. The employee shall be responsible for notifying the School in writing of his dependent status and any change in the dependent status.

H. The plans or policies providing the insurance protections herein shall be such plans or policies as the Board determines.

#### ARTICLE VI - NO DISCRIMINATION

The Board and the Association and covered employees agree that there will be no discrimination against any covered employee on the basis of race, creed, sex, color, national origin or membership in the Association.

#### ARTICLE VII - DEATH IN FAMILY

If an employee (after six months of continuous employment) is

actually working and takes time off on any scheduled work day because of death in his immediate family, the Board will pay the employee for any scheduled work day taken off between the date of death and the date of funeral, limited to a maximum of five (5) work days: provided the employee attends the funeral.

The immediate family shall consist of the employee's parent, spouse, child, brother, sister, grandparent and any other blood relative who, at the time of death, was a member of the employee's immediate household.

#### ARTICLE VIII - JURY DUTY

If an employee (after six months of continuous employment) actually loses work because he is required to serve on any jury, he will be reimbursed for any applicable straight time lost (not to exceed eight (8) hours in any one work day) less the jury duty fee received by him with respect to such lost days as evidenced by a certificate by the clerk of the court. The employee shall immediately notify the Board when he receives notice of jury duty. The employee shall report to work on any days or portion of days that he is excused from jury duty.

The Board's obligation under this Article shall not exceed five (5) working days of jury duty pay in any School year.

#### ARTICLE IX - MILITARY LEAVE

The Board agrees that any employee who enters the Armed Force shall be given the benefits and protections afforded by Federal and State law.

#### ARTICLE X - GRIEVANCE PROCEDURE

1. A. A "grievance" is any dispute except as hereinafter provided between a covered employee, the Association and Board concerning the interpretation, application or violation of (i) a provision of this Agreement or (ii) a written policy or administrative decision based on a written policy affecting a covered employee.

B. A dispute of any nature including a grievance shall not be covered by the provisions of this grievance procedure, if the same involves a matter as to which (a) a prescribed method of review is required by law or rule or regulation of the Commissioner or State Board of Education; (b) the Board does not have the legal authority to act; (c) the failure or refusal of the Board to renew the employment contract of a non-tenure employee.

## 2. PURPOSE

The purpose of this Article is to establish a procedure under which a grievance may be processed as rapidly as possible and equitably adjusted at the lowest level possible. Each party shall endeavor to expedite the process and to keep the proceedings as informal and confidential as the procedure at any given level will, in the judgment of such party, permit.

3. If an employee believes he has a grievance, the aggrieved employee (and his Association representative, if he desires) may attempt to adjust the same with the employee's immediate supervisor, and if the grievance is not adjusted by such discussion, or if the employee does not desire such discussion, the grievance shall be processed in the following manner:

(a) The grievance must be reduced to writing and signed by the employee aggrieved and/or the Association representative on the employee's behalf and served on the employee's supervisor within three (3) working days after the date on which the grievance arose, or the date on which the employee should first have known of the same, or the same is forever barred.

(b) Step One: The grievance of the aggrieved employee or the Association representative on the employee's behalf shall be

discussed by the employee, the Association representative and the employee's immediate supervisor within three (3) working days after presentation of the written grievance. The supervisor shall serve his written answer on the Association representative within three (3) working days after the close of the discussion in this Step. If the supervisor fails to serve a written answer as aforesaid within the three (3) working day period, the grievance shall be deemed settled in favor of the employee.

(c) Step Two: If the Association is not satisfied with the answer in Step One, the Association must within three (3) working days of the receipt of the answer give written notice of appeal to Step Two by serving the written notice of appeal on the Board's Director of Maintenance or his designee. If timely notice of appeal is not given, the answer in Step One is final and the matter is closed. If timely notice of appeal is given, the matter shall then be discussed by the Director of Maintenance or his designee and the Association representative within three (3) working days after receipt of notice of appeal. The Director of Maintenance or his designee shall serve written notice of his answer on the Association representative within three (3) working days after the close of the discussion in this Step Two. If the Director of Maintenance fails to serve his written answer as aforesaid within the three (3) working day period, the grievance shall be deemed to be settled in favor of the Association.

(d) Step Three: If the Association is not satisfied with the answer in Step Two, the Association must within three (3) working days after receipt of the answer give written notice of appeal to Step Three by serving notice of appeal on the Superintendent of Schools or his designee. If timely written notice is not given, the answer in Step Two is final. If

timely notice is served, a meeting shall be held between the Superintendent of Schools or his designee and an Association representative within three (3) working days after receipt of notice of appeal in this Step. The Superintendent of Schools or his designee shall serve his written answer on the Association representative within three (3) working days after the close of the discussion in this Step. If the Superintendent of Schools or his designee fails to serve his answer as aforesaid within the three (3) working day period, the grievance shall be deemed settled in favor of the Association.

(e) Step Four: If the Association is not satisfied with the answer in Step Three, the Association must within three (3) working days after receipt of the answer give written notice of appeal to Step Four by serving the notice of appeal on the School Business Administrator and Secretary of the Board of Education. If timely notice is not given, the answer in Step Three is final and the matter closed. If timely notice is given, a meeting shall be arranged between the members of the Board of Education or their designees and the Association representative within five (5) working days after service of a notice of appeal to this Step. The Board or its designee shall serve written answer on any Association representative within three (3) working days after the close of the discussion in this Step. If the Board fails to serve a written answer as aforesaid, the grievance shall be deemed settled in favor of the Association.

4. In the event the Association has any grievance the same shall be reduced to writing and signed by the Association representative and served on the Superintendent of Schools within three (3) working days from the date the grievance arose or the same is forever barred. If the grievance is timely served by the Association the discussions of the same shall commence as in Step Three.

5. If any grievance is not settled by the aforesaid discussions, the Association may, within ten (10) working days after service of the answer to the grievance in Step Four, serve written notice on the School Business Administrator or Secretary of the Board of Education of its desire to submit the grievance to other methods of resolution. If such timely notice is not served, the matter shall be deemed settled and closed. If such timely notice is served and if the grievance is a claim of an aggrieved person concerning the interpretation, application or violations of any provision of this Agreement, the grievance shall be submitted to binding arbitration as hereinafter provided. If such timely notice is served and if the grievance is a claim of an aggrieved person concerning interpretation, application or violation of a specific written policy or administrative decision affecting a covered employee, the Board or its designee, and the Association representative shall meet and either:

- a. submit the grievance to such method of resolution (including binding arbitration) as they may mutually agree upon; or
- b. in the event agreement is not reached on a method of resolution, submit the grievance to fact finding with recommendation for settlement before an arbitrator selected as hereinafter set forth.

5. In the event that the grievance is to be submitted to binding arbitration, or to fact finding before an arbitrator, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the Association or the Board shall, within ten (10) school days after the request to submit the grievance to other method of resolution, request a list of arbitrators to be submitted by the American Arbitration Association. The Board and the Association shall then be bound by the rules and procedures of the American Arbitration Association.



7. Only the Association and/or the Board shall have the right to request that any grievance be submitted to other methods of resolution, including binding arbitration or fact finding as set forth in this grievance procedure.

8. The costs for service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

9. The time limits prescribed in the aforementioned grievance Steps may be extended by mutual agreement between the Association and Board.

10. The parties agree that the authority of any arbitrator under this provision is limited to the interpretation, the application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms in this Agreement.

11. No Association Representative in the performance of his duty as such shall unreasonably interfere with or interrupt any work of any employee. Discussions provided in the grievance Steps shall be held at such time as the Board's representative designates within a reasonable time of the request. All grievance discussions shall be kept to a minimum of time.

#### ARTICLE XI - BULLETIN BOARDS

It is agreed that bulletin board space shall be provided in each work location for the posting of Association notices regarding Association meetings and other matters pertaining to legitimate Association business. No matter shall be posted on said bulletin board which is disparaging to the Board.

Any matter posted on said bulletin board shall bear the signature of a responsible Association official.

ARTICLE XII - RESIGNATIONS

In the event an employee desires to resign, he shall give the Board thirty (30) days written notice of such resignation.

ARTICLE XIII - NOTICE OF ABSENCE

The employee must notify the Director of Maintenance before his absence begins, of any illness or reason of emergency of serious nature which will prevent the employee from working his regular scheduled hours. Such notice shall be given by calling Mr. Koenig (261-7808 in the morning from 7:30 a.m. to 8:30 a.m. and from 8:30 a.m. to 4:00 p.m. at 261-7809), or calling Mr. Koenig (261-1424 in the evening from 7:00 p.m. to 10:00 p.m.) in order that a substitute may be secured. At the time of notification of absence, the employee must state the reason for the absence and the exact date or dates of anticipated absence.

ARTICLE XIV - MEETINGS AT WORK LOCATION

On three (3) days written notice to the Business Administrator-Secretary of the Board, the Association Representative shall have the right to schedule meetings at a place in a building designated by the Business Administrator-Secretary after regular working hours of the employees involved; provided the use of the building by the Association does not interfere with any other use then being made.

ARTICLE XV - VACATIONS

1. (a) Vacations shall be provided employees (except matrons) qualified for the same in accordance with the following schedule:

For less than 10 months continuous service - one working day for each full month of continuous service.

For 12 months to 24 months continuous service - 10 working days.

For three years or more of continuous service - 15 working days.

For twelve years or more of continuous service -  
16 working days.

For fourteen years or more of continuous service -  
17 working days.

For sixteen years or more of continuous service -  
18 working days.

For eighteen years or more of continuous service -  
19 working days.

For twenty years or more of continuous service -  
20 working days.

Matrons shall receive one (1) day of vacation during the Christmas school shutdown and one (1) day of vacation during the Easter school shut.

(b) The vacation year for the purpose of ascertaining the vacation benefit shall be determined and computed from June 1st and continue to May 31 of the next succeeding year.

2. Vacation pay shall be the employee's regular straight time rate of pay for one week (5 days) work.

3. (a) The Board shall have the right to schedule the employees' vacation.

(b) Custodians shall have their vacation period scheduled during the period from the closing of School until September 1st of each year.

(c) Maintenance men and maintenance helpers shall have that portion of their vacation which is less than two (2) weeks scheduled during the period from closing of School until September 1st; and any portion of their vacation in excess of two (2) weeks at another time in the vacation year which is mutually agreeable to the Board and the employee.

(d) The Board shall schedule such vacations so that the same will have the least effect on the efficient operation and needs of the Board as determined by the Board. By mutual agreement between the Board and an employee, the employee may have his vacation scheduled at any time in the vacation year.

4. In the event an employee has quit or is terminated for cause prior to June 1st of any year, the employee shall not be entitled to any

accrued vacation benefit. In the event the employee quits or is terminated after June 1st of the vacation year, said employee shall be entitled to whatever vacation benefit he has earned.

5. In the event an employee is laid off or does not work for any reason for any period during the vacation year, if the employee is otherwise eligible, he shall receive a pro rata vacation benefit computed on a twelve (12) month calendar basis for any full calendar month he worked subsequent to June 1st of the vacation year. Such payment shall be made on June 1st of the vacation year or at the time of the employee's scheduled vacation or at the time of the employee's termination, whichever is applicable.

6. An employee who has an accident covered by Workmen's Compensation occurring within two (2) months before his vacation period, which necessitates hospitalization or continuous doctor's care during his vacation period shall have his vacation rescheduled. The re-scheduling of the vacation will be at a time to be mutually agreed upon between the employee and the Director of Maintenance.

#### ARTICLE XVI - HOLIDAYS

1. Employees covered by this Agreement shall be entitled to the following holidays during the 1970-1971 and 1971-1972 School years, names:

July Fourth  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday

2. (a) If any of the above named holidays should fall on a Sunday, the same shall be celebrated on Monday.

(b) If any of the above named holidays should fall on a Saturday, the Board shall have the right to schedule hours for the holiday benefit in the same manner as it has heretofore.

(c) If any work is performed on the aforementioned holidays, the employee performing said work shall receive time and one-half his regular straight time calculated rate of pay for all hours worked on the holiday in addition to his holiday pay.

(d) If a holiday should fall during an employee's vacation period, the employee shall receive an extra day off, which day shall be scheduled by the Board.

(e) An employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday, unless the employee's absence has been excused by the Board or its representative.

#### ARTICLE XVII - SICK LEAVE

##### 1. CUMULATIVE

After twelve (12) months of employment a covered employee:

- (i) who works a twelve month schedule in a School year shall be entitled in the next School year to twelve working days sick leave per School year;
- (ii) who works a ten month schedule in a School year shall be entitled in the next School year to a maximum of ten working days sick leave per School year.

Said sick leave shall be cumulative, and any such sick leave day that remains unutilized at the end of any School year shall be carried from year to year unless and until it is used in any such subsequent years.

## 2. PROLONGED - STATUTORY

If a covered employee's absence shall be the result of a personal injury caused by an accident or an illness arising out of, and in the course of his employment, such employee shall be allowed sick leave with full pay for the entire period of such absence and up to a maximum of one year. Such sick leave shall not be charged to the sick leave provided in paragraph 1 of this Article.

## 3. PROLONGED - DISCRETIONARY

If the nature of a covered employee's illness or injury, other than an injury caused by an accident arising out of, and in the course of his employment, shall be such as to require an employee's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under paragraphs 1 and 2 of this Article, the Board may, if the Superintendent so recommends:

- (i) terminate the employee's employment by reason of the inability of the employee to return to work within a reasonable time; or
- (ii) grant a leave of absence, not exceeding a total of one calendar year, computed from the date of the commencement of such sickness or injury.

For all or a part of the portion of such leave that is in excess of the days for which full pay shall be payable under paragraph 1 of this Article, the Board may, in its sole discretion after considering the merits of the case on a case to case basis, grant:

- (a) leave with full pay less the amount of the prevailing substitute custodian or matron rate of pay; or
- (b) leave with partial pay; or
- (c) leave with no pay.

## 4. PHYSICIAN'S CERTIFICATE

The Board may request a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave. A

covered employee shall promptly comply with such request for a physician's certificate to be furnished hereunder.

5. RECORDS

The Board shall cause to be maintained for each employee a cumulative record of absence for which sick leave has been granted. Such record shall note the times of absence and the type of sick leave granted in each case.

6. NOTIFICATION

As soon as any covered employee shall find it necessary to be absent because of illness or an emergency, he shall, as soon as he is able to do so, cause notice to be given of such absence by calling the Director of Maintenance. Such notice to the Director of Maintenance shall be given before the start of the shift which the employee will be unable to work. When giving such notice, covered employees should call Mr. Koenig, his replacement or designee:

- (i) in the evening hours from 7:00 to 10:00 p. m. at telephone number 261-1424; and
- (ii) in the morning hours from 7:30 to 8:30 a. m. at telephone number 261-7808, and from 8:30 a. m. to 4:00 p. m. at telephone number 261-7800.

When giving such notice the covered employee shall inform the Board's agent of the nature of the illness and the date or dates of anticipated absence.

ARTICLE XVIII - PERSONAL LEAVE

After one year's employment covered employees shall be entitled to five (5) days leave per School year for personal reasons. To be entitled to a day of personal leave the employee shall notify the Director of Maintenance at least five (5) days before the time required for the personal leave, where possible. The leave shall be granted at the

discretion of the Director of Maintenance, depending upon the need for the employee's services and an available replacement. The days of leave for personal reasons shall be without loss of pay and not accumulative from year to year.

ARTICLE XIX - LEAVE OF ABSENCE FOR ASSOCIATION REPRESENTATIVE

The Board may grant a covered employee a leave of absence not to exceed five (5) days for the purpose of attending Association conventions scheduled work shop meetings; provided the Board can spare the employee's services at the time requested. The application for such leave shall be given at least two (2) weeks in advance of the time the leave would commence. No more than one employee shall be granted a leave of absence at such time and for such purposes. Any such leave of absence granted shall be without pay and without benefits.

ARTICLE XX - ASSOCIATION REPRESENTATIVE

The Association shall submit in writing to the Board the names and addresses of one Association Representative and an alternate, who shall have the responsibility for administration of this Agreement on behalf of the Association. The alternate shall serve in the absence of the Association Representative.

The Association shall also furnish the Board the name and address of the Association President.

Any notice, discussion or communication between the Board and the Association shall be had with, or served personally on the Association Representative or the alternate. In the event the Association Representative or alternate is not present or available to be served, said service can be made by sending a notice to the Association President or the Association representative by certified or registered mail, return receipt requested, to the address furnished the Board. The date of mailing such notice shall



be deemed the date of service.

ARTICLE XXI - TENURE, REDUCTION IN FORCE AND RECALL

1. (a) Employees covered by this Agreement shall be entitled to tenure on the commencement of their fourth annual contract of employment. Until such time they shall be in a probationary status and any termination shall not be subject to challenge.

(b) Employees who shall qualify and be entitled to tenure shall have such tenure, reduction in force and recall rights as are provided in N. J. S. A. 18A:17-3 and 18A:17-4.

2. In the event a tenure employee is on layoff as a result of reduction in force and is eligible for recall and the Board should recall said employee, it shall serve notice of recall on the employee either personally or by sending the same certified mail, return receipt requested, to the employee's last known address appearing on the records of the School District.

3. If the employee, after receipt of notice of recall, fails to report for work within five (5) work days following receipt of such notice, the employee shall have been deemed to have waived his right of recall and shall no longer be entitled to such rights. The employee is responsible for notifying the Board in writing of any change in address or telephone number.

4. Any grievance arising under this Article shall be adjusted in the manner prescribed by sub-article B of Article 2 of Chapter 6 of Title 18A (N. J. S. A. 18A:6-9, et seq.) No provision of this Article shall be subject to grievance and arbitration.

ARTICLE XXII - PROMOTIONAL OPPORTUNITY

Permanent job vacancies or new jobs in the bargaining unit which the Board determines shall be filled shall be posted in the manner

hereinafter provided.

The notice of a job vacancy shall be posted for three (3) work days and employees interested therein must submit a written bid to the Director of Maintenance within the aforementioned three (3) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short job description of the same, and shall be posted in buildings in which covered employees are employed. Employees who are paid less than the rate of the posted job and who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training, shall be qualified to bid for the same. The Board shall determine the qualifications and abilities of employees who bid; and in the event two (2) bidders are of equal experience and ability, the bidder with the greater seniority shall be awarded the job.

If the Board determines no bidder has the ability to do the job as aforesaid, it may obtain employees from any other source.

#### ARTICLE XXIII - SEPARABILITY

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be specifically deemed invalid and stricken herefrom to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

#### ARTICLE XXIV - CONFLICT OF AUTHORITIES

In the event an arbitrator's award under the terms of this Agreement should be in conflict at the time of his decision with any court decision, State statute or rule or regulation of the Commissioner or State Board

of Education and/or any subject matter covered by this Agreement, the court decision, State statute or rule or regulation of the Commissioner or State Board of Education from date of determination or decision by such court or agency shall control and prevail and the arbitrator's ruling to the contrary shall be null and void and of no effect.

ARTICLE XXV - MISCELLANEOUS

1. It is agreed the duties of the jobs covered by this Agreement overlap and employees shall continue to interchange and perform all job duties as heretofore.

2. The Association and employees covered by this Agreement agree to cooperate with the Board and its supervisors in order that the Board's facilities and physical properties are kept in a proper manner and that the work required to be done is performed in an efficient and economical manner which the Board determines.

3. The Board agrees to furnish custodians two (2) shirts, two (2) pants and one (1) tie each School year. The Board agrees to furnish maintenance men and maintenance helpers three (3) shirts, three (3) pants and one (1) tie each School year. The Board agrees to furnish matrons with three (3) uniforms each School year. The care and upkeep of the aforesaid clothing shall be the responsibility of the employee. Each employee must be presentable and representative and clean in appearance.

4. Supervisors shall have the right to continue to do any work as they have heretofore.

5. The Board shall have the right, at its expense, to have a doctor make a physical examination of any employee when the Board determines necessary, but not to exceed one (1) year. The employee agrees that he will submit to such examination and tests as the Board's doctor may decide.

6. The Board may, at any time at its option, install time clocks and require employees to punch in and out on the same.

ARTICLE XXVI - FULL AGREEMENT

There shall be no individual agreements with employees. This contract constitutes the entire agreement between the parties. This Agreement cannot be modified except by mutual written agreement executed by the parties.

It is understood and agreed that all existing policies and administrative agreements and decisions of the Board continue in full force and effect until changed or modified by the Board.

It is further understood and agreed that the Board may change, modify and adopt such policies and administrative decisions as it deems proper. A copy of any change, modification or new policy or administrative decision of the Board shall be served upon the representative of the Association. The Board shall not exercise the rights stated in this Article in violation of Public Law 301.

ARTICLE XXVII - DUES DEDUCTION

The Board agrees to checkoff or deduct from monies due to covered employees the covered employee's dues to the Association, provided the employee first indicates in writing on the authorization form attached hereto and marked Schedule "D" his desire to have such a dues deduction made, subject to the conditions set forth in said authorization.

The monies so deducted as dues shall be transmitted to the Treasurer of the Association by the 15th of each month following the pay period in which the deduction was made. Payments of such monies to the Treasurer of the Association, as aforesaid, shall be deemed full compliance with the requirements of this provision.

The Association agrees to indemnify and reimburse the Board and hold the Board harmless for any improper, illegal or erroneous payment made to it under this Article.

The Association agrees to inform the Board in writing of the amount of its current dues and the amount of the monthly dues deduction to be made from the employee's earnings. In the event of any change in the said rate of dues or monthly dues payment hereafter, the Association shall notify the Board of such change in writing and any adjustment of the dues deduction shall be made by the Board after receipt of such written notice of change of amount.

By August 1st of each year the Association shall supply the Board an alphabetized list of members who authorize payroll deductions, indicating the monthly amount of each member's deductions.

The effective date for deduction authorizations hereafter received shall be as follows:

- (a) For authorization received after August 1, or prior to October 1, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.
- (b) For authorization received after October 1, but prior to January 1, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.
- (c) Authorization received after January 1, or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

#### ARTICLE XXVIII - DURATION

This Agreement shall become effective as of the first day of July, 1970, and shall continue in full force and effect and expire at 11:59 p.m. on the 30th day of June, 1972. If the Board or the Association desires to terminate or modify this Agreement, the party so desiring shall serve on the other party in writing a notice of termination or modification on or before October 15, 1971. After receipt of such notice the parties agree to meet within a reasonable time to commence

negotiations for a renewal contract. The parties agree to endeavor to conclude a mutually satisfactory agreement by December 15, 1971. It is understood that the conclusion of a renewal agreement by December 15 of the contract year is of the essence in order that the cost of the same is available for budget considerations by the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BOARD OF EDUCATION OF THE  
BOROUGH OF PARAMUS

By: \_\_\_\_\_

PARAMUS PUBLIC SCHOOL  
ASSOCIATION OF CUSTODIANS AND  
MAINTENANCE WORKERS

By: \_\_\_\_\_

SCHEDULE "B"

PARAMUS PUBLIC SCHOOLS

SALARY GUIDES FOR CUSTODIAL AND  
MAINTENANCE EMPLOYEES  
EFFECTIVE JULY 1, 1970

CUSTODIANS

Year

0 - \$5,800  
1 - \$6,200  
2 - \$6,500  
3 - \$6,800  
4 - \$7,100  
5 - \$7,400  
6 - \$7,700  
7 - \$8,000

MAINTENANCE

Year

0 - \$6,900  
1 - \$7,200  
2 - \$7,500  
3 - \$7,800  
4 - \$8,100  
5 - \$8,400  
6 - \$8,700  
7 - \$9,000

MAINTENANCE HELPERS

Year

0 - \$6,100  
1 - \$6,400  
2 - \$6,700  
3 - \$7,000  
4 - \$7,300  
5 - \$7,600  
6 - \$7,900  
7 - \$8,200

MATRONS

Year

0 - \$4,400  
1 - \$4,700  
2 - \$5,000  
3 - \$5,300

\$50.00 per year adjustment, after maximum, is deleted from guide  
beginning with 1969 - 1970 School Year.

The 4:00 p.m. to Midnight shift shall receive .05% shift differential.

The Midnight to 8:00 a.m. shift shall receive .10% shift differential.

Employees who are only employed a portion of a contract year shall  
receive a pro rata share of the above salary, computed on the basis of the  
period worked.

SCHEDULE "C"

PARAMUS PUBLIC SCHOOLS

SALARY GUIDES FOR CUSTODIAL AND  
MAINTENANCE EMPLOYEES  
EFFECTIVE JULY 1, 1971

CUSTODIANS

<u>Year</u>
0 - \$6,300
1 - \$6,600
2 - \$6,900
3 - \$7,200
4 - \$7,500
5 - \$7,800
6 - \$8,100
7 - \$8,400

MAINTENANCE

<u>Year</u>
0 - \$7,300
1 - \$7,600
2 - \$7,900
3 - \$8,200
4 - \$8,500
5 - \$8,800
6 - \$9,100
7 - \$9,400

MAINTENANCE HELPERS

<u>Year</u>
0 - \$6,500
1 - \$6,800
2 - \$7,100
3 - \$7,400
4 - \$7,700
5 - \$8,000
6 - \$8,300
7 - \$8,600

MATRONS

<u>Year</u>
0 - \$4,800
1 - \$5,100
2 - \$5,400
3 - \$5,700

\$50.00 per year adjustment after maximum, is deleted from guide beginning with 1969 - 1970 School Year.

The 4:00 p.m. to Midnight shift shall receive .05% shift differential.

The Midnight to 8:00 a.m. shift shall receive .10% shift differential.

Employees who are only employed a portion of a contract year shall receive a pro rata share of the above salary computed on the basis of the period worked.