



AGREEMENT

Between

**PASCACK VALLEY REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION**

and

PASCACK VALLEY REGIONAL SUPPORT STAFF ASSOCIATION

For the Period of

July 1, 1994 - June 30, 1997



ARTICLE	TITLE	PAGE
I	Recognition	3
II	Negotiations	3
III	Grievance Procedure	4
IV	Employee's Rights	7
V	Association Rights	8
VI	Board Rights	9
VII	Work Schedule	10
	A. Custodians	10
	B. Secretaries	12
	C. Cafeteria Aides	13
VIII	Holidays	14
IX	Vacations	15
X	Salaries	17
XI	Representation Fee	18
XII	Reduction in Force	19
XIII	Promotions, Transfers and Assignments	20
XIV	Probationary Employees	21
XV	Evaluation	21
XVI	Personnel Files	22
XVII	Custodian Uniforms and Equipment	23
XVIII	Temporary Leaves of Absence	23
XIX	Sick Leave	25
XX	Insurance Provisions	26
XXI	Professional Development	27
XXII	Miscellaneous Provisions	27
XXIII	Duration of Agreement	28
	SCHEDULE A	29
	SCHEDULE A-1	29
	SCHEDULE B	30
	SCHEDULE B-1	31
	SCHEDULE C	32
	SCHEDULE C-1	32
	SCHEDULE D	33

ARTICLE I - RECOGNITION

The Board of Education hereby recognizes the Pascack Valley Regional Support Staff Association (PVRSSA) as the exclusive representative of this negotiation unit for all matters concerning the terms and conditions of employment of all personnel as listed: Secretaries, Clerks, Paymasters, Bookkeepers, Attendance Officers, Library Technicians, Groundspersons, Maintenance persons, Custodians, Cafeteria Aides, Teacher Aides; but excluding all other positions.

- A. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as defined above and references to male employees shall include female employees.
- B. The term "custodian" shall refer to all persons in the unit classified as custodians, groundsperson and maintenance person
- C. The term "secretary" shall refer to all persons in the unit classified as secretaries, clerks, paymasters, bookkeepers, attendance officers and librarian technicians.
- D. The term "aide" shall refer to all persons in the unit classified as cafeteria aides.
- E. The Board of Education shall hereinafter be referred to as "the Board" and the Pascack Valley Regional Support Staff Association shall hereinafter be referred to as "the Association".

ARTICLE II - NEGOTIATIONS

A. Policy Changes

Consistent with Chapter 123 P.L. of N.J. 1974, the Board shall not effect any change in policy concerning terms and conditions of employment affecting those so negotiated and included as part of this Agreement and contained herein.

B. Successor Agreement

The Parties agree to enter into negotiation over a successor agreement in accordance with Chapter 123 P.L. of N.J. 1974 concerning terms and conditions of employment prior to October 15 of the calendar year preceding the calendar year in which this agreement expires.

ARTICLE III - GRIEVANCE PROCEDURE

A. Policy

1. The Board hereby declares as a statement of policy that any employee invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. Definitions

1. Grievance. Grievance is a claim by an employee or the Association based upon the application, or violation of this agreement, involving a term or condition of employment of an employee or a group of employees.
2. Grievant. A Grievant is the person or persons making the claim or on whose behalf the Association is making the claim
3. Exceptions. The term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law or by any rule, regulation, or by decision of the Commissioner of Education or of the State Board of Education having the force or effect of law; or (b) in cases where the board is without authority to act; or (c) the failure or refusal of the board to offer a contract to a probationary employee.

C. Purpose

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment covered by this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

D. Procedure

1. Time Limits The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified, may, however, be modified by written mutual agreement of both parties.

2. Limitations on Filing. A grievance shall be initiated at Level One of the procedure within (30) thirty calendar days of the occurrence of an event which gives rise to a grievance. Failure to act within said 30 calendar day period shall be deemed to constitute an abandonment of the grievance.
3. Level One - Immediate Supervisor The grievant shall first discuss the grievance with his/her immediate supervisor (or principal if applicable) either directly or through the Association's designated representative within five (5) working days after the filing date of the actual grievance as outlined in Section D Paragraph 2, in an attempt to resolve the matter informally at that level.
4. Level Two - Building Principal If the grievance is not resolved informally to the satisfaction of the grievant, then the grievant shall file the grievance, in writing, with the Building Principal within five (5) working days after the supervisor's response. The Building Principal shall respond in writing within five (5) working days of receipt of the grievance
5. Level Three - Superintendent of Schools. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, s/he may file the grievance in writing with the Superintendent of Schools within five (5) working days of receipt of the response from the Building Principal. The Superintendent of Schools shall respond in writing within five (5) working days of receipt of the grievance.
6. Level Four - Board of Education. If the grievant is not satisfied with the disposition of his/her grievance at Level Three s/he may within five (5) working days after the decision of the superintendent of Schools, file the grievance in writing with the Secretary of the Board of Education. The Board of Education shall review the grievance at its next regular meeting, and all parties who have been involved at any stage of the procedures have the right to be heard. The Board of Education shall render a decision in writing within 30 days of the hearing.
7. Level Five - Binding Arbitration.
 - (a) If the grievant is not satisfied with the disposition of the grievance at Level Four, s/he may within five (5) working days after the decision by the Board of Education request in writing that the Association submit the grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration (in accordance with subparagraph (c) below) within five (5) working days after receipt of a request by the grievant
 - (b) Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a

mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The arbitrator shall be selected in accordance with the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123 P.L. of New Jersey 1974.

- (c)
 - (i) The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from or modify the terms of the agreement.
 - (ii) The only grievances which may be submitted to binding arbitration are those alleging there has been a violation of the locally negotiated agreement.
 - (iii) Violations of Board Policy and/or Administrative Decisions shall be subject to "Advisory" Arbitration only.
 - (iv) Secretaries - The arbitrator shall not have the authority to rule on grievances which concern the interpretation, application or alleged violation of statutes and administrative codes setting terms and conditions of employment.
 - (v) Custodians and Aides - The arbitrator shall not have the authority to rule on grievances which concern the interpretation, application or alleged violation of statutes and administrative codes setting terms and conditions of employment
- (d) Arbitration hearings will be held at times other than during the regular school day
- (e) Each party shall pay its own cost for arbitration preparation. The parties shall share equally the fees and expenses of the arbitrator and arbitration proceedings.

E. Right to Representation

- 1. At any stage of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by counsel and/or a representative of the Association to speak on his/her behalf. The right to participate in cross

examination and/or argument on behalf of the aggrieved employee shall be limited to one person.

2. Nothing contained in this procedure shall be deemed to require any employee to become a member of any organization. Any employee shall be entitled to a hearing under this procedure whether or not s/he is a member of any organization.
3. If in the judgment of the Representative Council of the Association, a grievance uniquely effects a group of employees covered by this agreement, the Association may submit such grievance in writing directly to the Superintendent of Schools. If the Superintendent agrees that the grievance is such as to warrant direct consideration, then the proceedings of such grievances shall commence at this level. This procedure is not intended to apply to common grievances that could be resolved by immediate superiors or principals but to unique grievances over which immediate superiors or principals have no control.

ARTICLE IV - EMPLOYEE'S RIGHTS

A.

1. Pursuant to Chapter 123, P.L. of NJ 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerned 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, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, P.L. of N.J. 1974 or any other laws of New Jersey, of the Constitution of New Jersey or 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/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of his/her employment
2. There shall be no discrimination in any way against any staff member because of not being a member of the association.

B.

Whenever any employee is required to appear before the Superintendent or a designee, Board, or any committee, member representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in the office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be

given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview

- C No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. No custodian and/or cafeteria aide shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the Grievance Procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the custodian and/or cafeteria aide be subject to the Grievance Procedure. This does not apply to probationary custodians.

ARTICLE V - ASSOCIATION RIGHTS

A. Public Information.

The Board agrees to make available to the Association all public information concerning the school district.

B Released Time for Meetings:

Whenever any representative of the Association or any employee is mutually scheduled by the authorized agents of the Board and the Association representatives to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, s/he shall suffer no loss in pay.

C Use of School Buildings.

Whenever the Association desires to use school buildings for meetings, it shall request permission for such use. The Principal shall grant the permission, provided that the use by the Association does not conflict with any other scheduled activities and provided, further, that in connection with said use, no additional costs are incurred by the Board.

D. Use of School Equipment:

The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The

Association shall furnish all materials, supplies in connection with said use and pay for any damage occasioned by such use. The aforesaid equipment shall not be removed from the school building

E Use of School Mail Boxes:

Upon oral notice first being given to the building principal and without approval of the contents by the principal, the Association shall have the right to use the school mailboxes reasonably. Nothing contained herein, however, shall be deemed to relieve the Association or any employee of the consequences of any improper use of mailboxes. Notice shall consist of oral notice to the building principal or, if the building principal is not available in the office, through written notice consisting of a copy of the communication delivered to the principal's secretary or assistant principal.

F. Bulletin boards:

There shall be made available to the Association, as they presently exist, in each building, glass enclosed bulletin boards for the exclusive use of the Association with a lock and key. The Board is to be supplied with a set of duplicate keys.

G. Board Agenda/Minutes:

The board shall furnish a copy of the agenda and a copy of the minutes for each board meeting to the Association.

ARTICLE VI - BOARD RIGHTS

A Except as otherwise provided in this Agreement and under the provisions of Chapter 123, P.L. of N.J. 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Pascack Valley Regional High School District to the extent authorized by law.

B The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

- 1 To direct employees of the school district.
- 2 To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education and all applicable laws

and decisions of any New Jersey State or applicable Federal agency regarding these matters).

3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district, and to carry out without limitation all of the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Constitutions of the State of New Jersey and of the United States and the laws of the State of New Jersey and the United States as the same have been interpreted either by Administrative decisions or by appropriate courts of competent jurisdiction.
6. Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present: grievances, proposals, counter-proposals, and to negotiate with the Board on wages, hours, and other terms and conditions of employment.

ARTICLE VII - WORK SCHEDULE

A. Custodians

1. a. Except as otherwise provided in paragraph (b), the regular work week for custodians shall be eight (8) hours daily from Monday through Friday not including one-half (1/2) hour daily duty-free lunch period. Work hours will be assigned and scheduled by the respective building directors.
- b. The regular work week for up to five (5) custodians inclusive of a groundsperson shall be eight (8) hours daily from Tuesday through Saturday, not including 1/2 hour daily duty-free lunch period, for months of September through June. Volunteers will be sought for the Tuesday through Saturday work week assignment. If there are an insufficient number of volunteers, assignments shall be made on the basis of seniority (less senior employees first). Newly hired custodians shall be assigned to a Tuesday through Saturday work week if the most senior employee desires to be reassigned to a Monday through Friday work week and provides written notice no later than deadline for submitting application for

vacancies Work hours will be assigned and scheduled by the respective building directors

2. The lunch period will normally be assigned between the beginning of the fourth (4th) hour of the shift and the end of the fifth (5th) hour of the shift. If the custodian is required to interrupt his/her lunch period to perform work duties, then the custodian will be entitled to alternate duty-free time on that shift or, if authorized by his/her immediate supervisor, receive overtime payments for the time worked.
3. Custodians will be paid an hourly rate of pay equal to one and one-half (1 1/2) times their normal rate for work performed after their eight (8) hour work day or their forty (40) hour work week.
4. Custodians called back to work not contiguous with their working hours shall be paid for a minimum of two (2) hours.
5. Custodians covered by this agreement will be paid an hourly rate of pay equal to twice their normal rate for work performed on Sundays and on any of the agreed listed holidays granted to them by the Board of Education.
6. Whenever an off duty custodian is required to return to work for the purpose of opening and/or closing the tennis gates, a flat fee of six (\$6.00) dollars shall be paid to said custodian.
7. Supervisors will attempt to give forty-eight (48) hours notice wherever possible and make every effort to post the overtime schedule weekly.
8. Overtime shall be offered within the various custodian classifications on an equitable basis considering the work to be performed and the experience and capability of the various custodians.

Determination of the need for overtime will be made by the custodian's supervisor. In the event overtime is offered to a custodian and is refused, no further obligation to offer overtime to that custodian will exist until similar offers have been made to other employees within the classification. In considering equitable application of overtime, the Board need not consider the amount of overtime actually performed but only that overtime is offered to the custodian. A current listing of overtime hours will be posted to permit custodians to check their status.

9. In the event a custodian fails to properly perform the duties required of the overtime assignment, the Board has the right to remove a custodian from the overtime list as it relates to the type of work

B. Secretaries

1. Twelve-Month Secretaries

Work Week: 35 hours

Summer Work Hours: 6 hours/day (July 1st up to and including the Friday before Labor Day) 8:00 a.m. to 2.30 p.m. with one-half hour for lunch

2. Eleven (11) month secretaries shall work the same number of days and hours as ten (10) month secretaries except that each shall work one (1) month during the summer, either July or August, as assigned by the Administrator in charge of the office. Summer hours shall coincide with the summer hours of twelve (12) month secretaries. If the months contain an unequal number of days, equalization of work days will be adjusted by the Administrator.
3. Ten (10) month secretaries shall work from September 1 through June 30 of each year. The daily hours shall coincide with the daily hours of the twelve (12) month secretaries.
4. Ten (10) month part-time secretaries' hours shall be individually scheduled.
5. In the event of an unscheduled or unprecedented school closing declared by the Board of Education or the Superintendent (e.g., epidemic, day of national mourning, disaster) all secretarial personnel shall be excused from duty. Secretarial employees will not be required to report when school is closed for inclement weather, except by special order of the superintendent. Secretaries shall not suffer any loss in pay on these occasions.
6. Overtime is defined as any time worked over thirty-five (35) hours per week. Overtime worked in excess of thirty-five hours, but not exceeding forty (40) hours shall be compensated at the regular hourly rate calculated on the basis of the salary for a thirty-five (35) hour week. Any time worked in excess of forty (40) hours shall be compensated on the rate of time and a half of the regular rate calculated on the basis of a thirty five (35) hour week. Before any secretary shall be eligible to be paid for overtime work, such work assignment must be approved by the immediate supervisor of said secretary. (Policy 4121/4241 shall apply)

7. Compensatory time will not be considered for less than one hour and must be previously approved by the immediate supervisor. Compensatory time must be taken by the secretary within a sixty (60) day period.
8. Offices will be covered from 8:00 a.m. to 2:00 p.m. when the buildings are open (a custodian must be on duty) during:

Christmas Recess

Winter Recess (February week when it occurs)

Spring Recess

Each twelve (12) month secretary will work a maximum of three (3) days per year, depending on the number of recesses there are to be covered. In the event of a coverage schedule conflict, seniority rights will be honored. This schedule will be arranged at the discretion of each office supervisor in order to properly cover each school's General Offices and the Central Administration Offices.

Ten (10) month secretaries are given time off during Christmas, Winter and Spring recesses, but not before or after the student school year.

C. Cafeteria Aides

1. All Cafeteria Aides are to report to work when school is in session. If the cafeteria is closed, the Principal or his/her representative will assign appropriate tasks.
2. All Cafeteria Aides shall be guaranteed a minimum of four (4) hours work on all days when school is in session. Effective 1995/96 school year, the Cafeteria Aides' work day shall be three (3) hours and forty five (45) minutes on all days when school is in session.
3. All cafeteria aides shall make every effort to report to work unless called and told not to report to work by the Superintendent or the Board Secretary or their designates.

ARTICLE VIII - HOLIDAYS

A. Custodians

1. a. 12 month custodians will receive fifteen paid holidays per year.
- b. 10 month custodians will receive fourteen paid holidays per year.
2. The holidays will be requested by the Association and submitted to the Board for its consideration.
3. Holidays during Christmas, Winter, and Spring Recess periods shall be divided so that some staff members shall be on duty during all the shut-down periods except for legal holidays.

B. Secretaries

1. The following holidays will be given to both twelve (12) and ten (10) month secretaries:

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Friday after Thanksgiving	Good Friday
Day before Christmas	Spring Recess Monday
Christmas Day	Memorial Day

plus all days when the school is closed. July 4 is a holiday for twelve (12) month secretaries

C. Cafeteria Aides.

Cafeteria Aides shall be paid for the following holidays:

Thanksgiving (1 day)	Memorial Day (1 day)
Christmas (1 day)	New Year's Day (1 day)
Good Friday (1 day)	

ARTICLE IX - VACATIONS

A. Twelve-month Custodial and Secretarial Employees

1. Vacation days are earned monthly starting July 1. All accrued vacation days must be used within the following year after having been earned, commencing July 1 unless otherwise authorized by the Superintendent of Schools or his designee. The building director shall be the designee for custodial employees and the principal shall be the designee for secretarial employees.
2. First year custodial and secretarial employees will be entitled to one (1) day of vacation for each month worked in the preceding year up to a maximum of ten (10) days vacation.
3. Vacation time will be earned as follows:

a. Custodians (12 month)
(After completion of)

1 year of service	10 days vacation
2 years of service	11 " "
3 " " "	12 " "
4 " " "	13 " "
5 " " "	15 " "
6 " " "	16 " "
7 " " "	17 " "
8 " " "	18 " "
9 " " "	19 " "
10 " " "	20 " "

b. Secretaries (12 month)

- (1) Full time (12 month) secretaries will earn one vacation day per month up to a maximum of ten (10) days.
- (2) Secretaries with five (5) years of service but less than ten (10) will be granted a vacation of fifteen (15) days which will be earned at the rate of one and one-half (1 1/2) days per month up to fifteen (15) days maximum

- (3) Secretaries with ten (10) or more years of service will be granted a twenty (20) day vacation which will be earned at the rate of two days per month up to a maximum of twenty (20) days.
4. Should a custodian or secretary with earned vacation time leave the district's employment the employee shall be entitled to pay at his/her regular rate of compensation in lieu of earned vacation time.
5. Each custodian and secretary shall be entitled to vacation with pay at the annual rate of pay such custodian or secretary is receiving at the time such vacation is taken. After one year, vacation weeks may be taken consecutively or in part. Ordinarily, secretaries will take their vacations during July or August, or when school is not in session. Exceptions to this policy must be made with the approval of the Superintendent of Schools or his designee. The building director shall be the designee for custodial employees and the principal shall be the designee for secretarial employees. Custodians may take their vacation any time during the entire year with approval of the Building Director. If a paid holiday falls during a secretary or custodian's vacation period, the secretary or custodian shall have an extra day off. Summer vacation schedules should be arranged with the immediate supervisor and forwarded to the Superintendent's Office prior to June 1 for the approval of the Superintendent of Schools or his designee. The building director shall be the designee for custodial employees and the principal shall be the designee for secretarial employees. Provisions must be made for essential office services to continue during the vacation periods. In the event of vacation schedule conflicts, seniority rights will be honored.

B. Eleven-Month Secretarial Employees

Eleven (11) month secretaries will be eligible for one (1) paid day vacation for the full time month that they work during the summer, based upon the eleventh month daily pay.

C. Ten Month Custodial Employees

10 month custodian will receive 4 days off during the Christmas recess and 4 days off during the Spring recess in lieu of vacation with the prior approval of the Superintendent or his designee. The building director shall be the designee for custodial employees.

ARTICLE X - SALARIES

A. Custodians

1. Salaries of all custodians covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof
2. Those custodians entitled to longevity shall have the amounts set forth in Schedule A-1 added to their base salaries on the first days of July or January, immediately following the appropriate anniversary of their employment

B. Secretaries

1. Salaries of all secretaries covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part hereof.
2. Those secretaries entitled to longevity shall have the amounts set forth in Schedule B-1 added to their base salaries on the first days of July or January, immediately following the appropriate anniversary of their employment

C. Cafeteria Aides

1. Salaries of all Cafeteria Aides covered by this Agreement are set forth in Schedule "C" which is attached hereto and made a part hereof.
2. Those Cafeteria Aides entitled to longevity shall have the amounts set forth in Schedule C-1 added to their base salaries on the first days of July or January, immediately following the appropriate anniversary of their employment.

D. Teacher Aides

1. Salaries of all teacher aides covered by this agreement are set forth in Schedule "D" which is attached hereto and made a part hereof.

E. Credit for Previous Experience

1. Custodians

Credit for previous experience, not to exceed 6.25% of the minimum salary may be granted by the Board of Education upon recommendation of the Superintendent of Schools. Full credit shall be given for time spent in this District in a

probationary status. A Custodian hired within six (6) months of the end of the school year will not advance one (1) step on the subsequent year's guide

2. Secretaries:

Credit on the salary guide will be granted on the following scale:

Minimum salary - 1-2 years of experience outside the District.

5% more than the minimum salary - 5 or more years of experience outside the District.

No one shall be employed, except by special action of the Board of Education at a salary greater than 105% of the minimum salary.

ARTICLE XI - REPRESENTATION FEE

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

- 1 The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year, the full amount of the representation fee set forth and promptly will transmit the amount so deducted to the Association.

- 2 The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty days after the employee begins his/her employment in a bargaining unit position.

D Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question, and promptly forward same to Association.

E Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association

F. Save Harmless

The Association shall save the Board harmless from any claim raised against it by an employee as a result of fulfilling its obligation under this Article.

ARTICLE XII - REDUCTION IN FORCE

- A. In the event of a reduction in force caused by the abolishment of an existing employment position, the following procedures shall apply:

1. Custodians.

In the event of a reduction in force (RIF) the seniority of the custodian will be taken into consideration. "Maintenance Persons" may bump "Groundspersons" and Groundspersons" may bump "Custodians"

2. Cafeteria Aides:

In the event of a reduction in force (RIF) the seniority of the cafeteria aide will be taken into consideration. Cafeteria Aides may only bump within their own job classification.

3. Secretarial:

It is the responsibility of the board to provide the staff necessary for the operation of the schools of the District, consistent with the responsibility of the Board to its constituency for the judicious allocations of its resources.

The Board reserves the right in accordance with statute to abolish any existing position in whole or in part or to reduce the number of secretaries in such positions.

Secretarial personnel tenured in their position shall be selected for lay-off in accordance with length of service in the District. Secretarial positions shall be apportioned into categories as established by the Board on the basis of the skills and qualifications required to perform efficiently the duties of each. Tenured secretaries shall be considered to have an entitlement only to those secretarial positions for which they, in the judgment of the Board possess the requisite skills and qualifications.

ARTICLE XIII - PROMOTIONS TRANSFERS AND REASSIGNMENTS

- A. All job openings for promotional and/or new positions shall be adequately publicized in every school and all administrative offices. An employee desiring to apply for such vacancy shall submit an application in writing to his/her supervisor prior to the closing date.
- B. Any application requesting to fill a vacancy shall not be arbitrarily or capriciously denied. Any employee filing such application shall be granted an interview by his/her immediate superior or a higher level of authority within a period of three (3) weeks of submitting the application. In filling such vacancies, preference shall be given qualified employees already employed by the Board and when all other factors are substantially equal, length of service in the Pascack Valley Regional High School District shall be the deciding factor.
- C. The employee shall be given fair and equitable consideration in filling of the vacancy based on relative fitness and ability in relation to other applicants and job requirements. The Board will have the final determination as to the fitness and ability required for the position as to which applicant is most suitable for the position or whether any applicant is suitable for the position.
- D. The following paragraph applies to CUSTODIANS (only)

In the event that a custodian is offered and accepts an assignment to the vacant position and subsequently leaves that position for any reason, including unsuitability, resignation,

or elimination of the position by the Board, the custodian shall have forty-five (45) days within which to request reinstatement into his/her previous position, assuming s/he is not being discharged for reasons equally applicable to his/her fitness in the previous position.

After the forty-five (45) day period, the determination as to whether the custodian returns to his/her previous position and under what conditions will be the sole prerogative of the Board.

ARTICLE XIV - PROBATIONARY EMPLOYEES

- A. Custodians employed for a sixty (60) day probationary period will not receive pay for any days absent during the probationary period; however, personnel retained beyond the sixty (60) day probationary period and who receive a contract of employment will be credited with sick leave, vacation leave, and all other applicable emoluments retroactive to the date of original employment. Any probationary custodian hired to fill a known vacancy, upon completion of sixty (60) working days shall be and become within the recognition clause of this Agreement fully subject to the terms and conditions of this Agreement whether such sixty (60) days shall be consecutive or non-consecutive. Notwithstanding anything contained in this section to the contrary, the probationary period shall be extended to ninety (90) days if the custodian is hired during the months of June, July and August.
- B. In connection with crediting probationary custodian with sick leave, vacation leave, and other benefits retroactively, all temporary custodial time worked shall be included in the determination of the benefits allowed.

ARTICLE XV - EVALUATION

All employees shall be evaluated prior to their reappointment for the following year.

A. Custodians

The custodians shall be evaluated, in writing, annually prior to renewal of their individual contracts which evaluation will be given to each custodian for review, comments and signature. A copy to be provided to the custodian.

A form listing the basic criteria for evaluation purposes shall be supplied and filled out with a 1 to 10 grade. The Board shall solicit the input of the Association prior to revising the form. A copy of the revised form will be furnished to the Association prior to its implementation. Any area which is unsatisfactory and requires improvement, shall have a written statement of the deficiencies and how they can be corrected. Within five (5) days

of signing the evaluation the custodian shall have the right to submit his/her response which shall be made part thereof.

B Secretaries

Prior to the submission of an annual evaluation, the administrator or supervisor writing the evaluation shall hold a conference with each secretary. Where both secretary and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts before submission. If the secretary objects to or disagrees with statements in his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the secretary does not reply within the allotted time, the evaluation shall be forwarded to the Principal/Superintendent on the sixth school day.

All secretaries shall be required to sign completed evaluation forms. The signing of such forms does not signify approval by the secretary. Where secretary and evaluator agree that there has been an oversight or mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts

- C. A copy of the completed evaluation form with all required signatures and all added comments shall be given to the employee and retained in the employee's personnel file.

ARTICLE XVI - PERSONNEL FILES

- A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material, except such material as may have been received in connection with the application for employment of the employee. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents or assents to its inclusion in his/her personnel file. The employee shall have the right to append a written reply to such material.
- B. The Board shall not establish any separate personnel file unless it is available for the employee's inspection, with the exception of personal reference solicited by the Board at the time of employment.
- C. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system with the understanding that such files will be available for the employee's inspection.

- D. An employee shall have the right, upon request, to review the contents of his/her personnel files in the presence of a person authorized by the Board at a mutually agreed upon time. After an initial review of personnel files, an employee may request a second review of the files accompanied by a representative of the Association in the presence of the Superintendent of Schools or his/her designee.
- E. The employee shall have the right to a photo-copy of any of the materials contained in his/her personnel files.

ARTICLE XVII - CUSTODIAN UNIFORMS AND EQUIPMENT

- A. The Board will provide three (3) work uniforms for each custodian and five (5) uniforms for each groundsperson and maintenance person by September 1 of each year.
- B. The Board will maintain an adequate supply of storm and foul weather gear for those custodians required to do outside work. The Board will also maintain, for custodian use, an adequate stock of rubber footwear and rubber gloves for protective purposes.
- C. The Board will reimburse each custodian up to seventy-five (\$75.00) dollars per year for the purchase of work shoes. Work shoes means Work shoes with non-skid soles or safety steel-tipped shoes as required by PEOSHA or insurance requirements.
- D. The Board will reimburse each custodian fifty (\$50.00) dollars per year in one installment for the expense of cleaning uniforms

ARTICLE XVIII - TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. Custodians:

Subject to the provisions of subsection 4 of this Article, four (4) days personal leave may be allowed with pay for each ten (10) month custodian per year and five (5) days personal leave may be allowed with pay for each twelve (12) month custodian per year.

2. Secretaries

Subject to the provisions of subsection 4 of this Article, four (4) days personal leave may be allowed with pay for each ten (10) month secretary per year; four and one-half (4 1/2) days for eleven month secretaries per year; and five (5) days leave shall be allowed for each twelve (12) month secretary per year

3. Cafeteria Aides

Subject to the provisions of subsection 4 of this Article, one (1) days personal leave may be allowed with pay for each cafeteria aide per year.

4. All Employees:

- a. Personal leave is a privilege which allows employees to be absent for important reasons. The Board of Education expects this privilege to be used in a responsible manner.
- b. Prior approval should be obtained whenever possible at least 24 hours before the leave is to occur, in writing, on the appropriate form. Application should be made through the line of communication to the Superintendent of Schools or his designee.
- c. Personal leave does not include absences chargeable to sick leave, professional leave or bereavement leave. Reasons for personal leave include absences for death, illness in the immediate family, presentation of a degree, religious holidays, court appearances, emergency situations, or personal business that is not related to employment outside of the district except in an emergency or does not result in financial remuneration, either of which cannot be handled outside of school hours and by any other member of the family.
- d. It is expected that employees will act in an ethical manner when presenting requests for personal leave when such days are contiguous to a holiday period.
- e. Requests for personal leave, when such days precede or follow a holiday period, shall be acted upon individually by the Superintendent of Schools.
- f. All requests which would only serve to extend a vacation period will be denied.

- g. When an employee is absent for less than half the normal work day, it will be considered one-half day of personal leave. More than one-half day's absence will be considered a full-day of personal leave.
- h. No unused days shall be accumulated for use in another year.

B. Bereavement Leave

- i. Custodians, Secretaries and Cafeteria Aides shall be entitled to the following temporary non-cumulative leave of absence with full pay each school year:
 - a. Up to four (4) full days at any one time in the event of death of a spouse, child, parent, brother or sister.
 - b. Up to two (2) days at any one time in the event of the death of a father-in-law, mother-in-law, grandchildren or grandparents, son-in-law or daughter-in-law.

C. Every absence must be reported in writing on the Absence Form upon returning to work.

ARTICLE XIX SICK LEAVE

A. 1. Custodians:

Ten (10) month custodians shall be eligible for ten (10) sick leave days in each school year. Twelve (12) month custodians shall be eligible for twelve (12) sick leave days in each school year.

2. Secretaries:

Ten (10) month secretaries shall be eligible for ten (10) sick leave days in each school year. Eleven (11) month secretaries shall be eligible for eleven (11) sick days in each school year. Twelve (12) month secretaries shall be eligible for twelve (12) sick days in each school year.

3. Cafeteria Aides:

Cafeteria aides shall be eligible for ten (10) sick leave days in each school year.

4. All Employees:

a Every absence must be reported in writing on the Absence Form upon returning to work.

b Any unused sick day shall be cumulative from year to year.

B Cafeteria Aides - Substitution

When a Cafeteria Aide is absent due to illness or personal days, they are required to contact the district substitute caller so that necessary arrangements can be made for a substitute.

C Sick Leave Reimbursement:

1 Custodians and Secretaries:

The Board agrees to pay unused sick leave to custodial and secretarial personnel leaving the district after completion of fifteen (15) years of service at the rate of \$35 per day up to a maximum of \$5,000. Only those days in excess of twenty-five (25) days accumulated sick time will be reimbursed.

2. Cafeteria Aides

The Board agrees to pay unused sick leave to Cafeteria Aides leaving the district after completion of fifteen (15) years of service at the rate of \$15 per day up to the maximum of \$2500. Only those days in excess of 25 days accumulated sick leave will be reimbursed.

ARTICLE XX - INSURANCE PROVISIONS

A. Health Insurance

The Board will provide at its expense, hospitalization, surgical, and major medical benefits from N.J. State Health Benefits or equal carrier, to all its contracted employees who work half-time or more and to their dependents.

B The Board will pay 100% of the cost of the family dental plan in effect in the district.

C Effective 1995/96 school year, Cafeteria Aides shall not be entitled to the insurance provisions under this Article unless coverage is required under New Jersey State Health Benefits Program.

ARTICLE XXI - PROFESSIONAL DEVELOPMENT

A. Custodians

Each custodian employed five (5) years or less will be required to obtain a Black Seal License. The Board will give the necessary released time to take the appropriate course and will pay the tuition, the fee necessary to procure said license, and the fee to renew said license for three year periods

ARTICLE XXII - MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid and all other provisions shall continue in full force and effect, with the understanding that the provision deemed invalid shall be renegotiated and take effect during term of this Agreement

B. Employee benefits and all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement.

C. Copies of this Agreement shall be printed at the mutual expense of the parties after agreement with the Association on content and format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

D. This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters

E. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

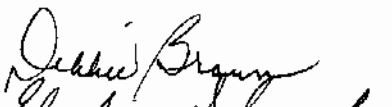
F. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right

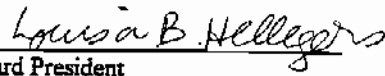
ARTICLE XXIII - DURATION OF AGREEMENT

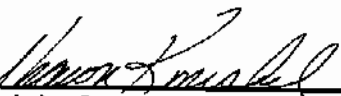
This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997. It shall be renegotiated prior to its expiration by use of the negotiations procedure provided in this Agreement.

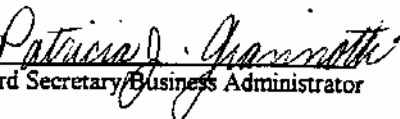
Pascack Valley Regional
Support Staff Association

Pascack Valley Regional Board
of Education

By: 
Association President

By: 
Board President

By: 
Association Secretary

By: 
Board Secretary/Business Administrator

SCHEDULE A

**PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT
Salary Guide 1994-97
Custodians**

	<u>Minimum</u>	<u>Maximum</u>
7/1/94	\$25,521	\$30,475
7/1/95	\$26,734	\$31,922
7/1/96	\$28,003	\$33,439

Employees who are presently paid a salary greater than the minimum salary or less than the maximum salary shall have their base salary increased as follows:

Effective 7/1/94	4.75%
Effective 7/1/95	4.75%
Effective 7/1/96	4.75%

SCHEDULE A-1

ADDITIONAL STIPENDS

LONGEVITY**

		<u>After Completion of</u>	
Night Crew	300	6 years	300
Leadmen	1500	8 years	600
Groundsperson	750	9 years	900
Maintenance person	1500	10 years	1200
*M & A	4,000	12 years	1500
Black Seal	600	14 years	1800
Custodian Saturday Differential	300		

*Maintenance and Assistant Building Director

**Those custodians entitled to longevity shall have the amounts set forth in Schedule A-1 added to their base salaries on the first days of July or January immediately following the appropriate anniversary of their employment.

SCHEDULE B

PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT

Secretarial/Clerical

Salary Guide 7/1/94 - 6/30/95

	<u>Clerk</u>	<u>General Secretary</u>	<u>Executive Secretary</u>
Minimum	\$21,438	\$23,348	\$25,299
Maximum	\$27,787	\$29,687	\$31,638

Salary Guide 7/1/95 - 6/30/96

	<u>Clerk</u>	<u>General Secretary</u>	<u>Executive Secretary</u>
Minimum	\$22,456	\$24,457	\$26,501
Maximum	\$29,107	\$31,097	\$33,140

Salary Guide 7/1/96 - 6/30/97

	<u>Clerk</u>	<u>General Secretary</u>	<u>Executive Secretary</u>
Minimum	\$23,523	\$25,618	\$27,760
Maximum	\$30,490	\$32,574	\$34,715

Employees who are presently paid a salary greater than the minimum salary or less than the maximum salary shall have their base salary increased as follows.

Effective 7/1/94	4.75%
Effective 7/1/95	4.75%
Effective 7/1/96	4.75%

SCHEDULE B-1

**PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT
1994-1997
Secretarial/Clerical**

Upon Completion of:

Longevity:

8-9 years	250
10-11 years	500
12-13 years	750
14-15 years	1000
16-17 years	1250
18-19 years	1500
20 years	1800

Those secretaries entitled to longevity shall have the amounts set forth in Schedule B-1 added to their base salaries on the first days of July or January immediately following the appropriate anniversary of their employment.

Attendance Officers will be paid 75% of clerical scale

Head Paymaster and Head Accounts Payable Bookkeeper shall receive 1/10 of base salary stipend annually.

Library Technicians start on General Secretary Guide, paid twelve months salary plus additional stipend of 1/10 of base salary for eleven months work. After completion of 18 credits in library science, they are then moved to Executive Secretary Guide and paid accordingly.

SCHEDULE C

**PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT
Salary Guide 1994-1997
Cafeteria Aides**

	<u>Minimum</u>	<u>Maximum</u>
7/1/94	\$10.45	\$11.68
7/1/95	\$10.45	\$11.68
7/1/96	\$10.45	\$11.68

SCHEDULE C-1

LONGEVITY

After Completion of.

6 years	250
8 years	500
10 years	800
12 years	1000

Those cafeteria aides entitled to longevity shall have the amount set forth in Schedule C-1 added to their base salaries on the first days of July or January immediately following the appropriate anniversary of their employment.

SCHEDULE D

Teacher Aides

Hourly Rate

7/1/94	11.51
7/1/95	12.06
7/1/96	12.63