

PASSAIC VALLY OPERATIONS STAFF CONTRACT

7/1/81 - 6/30/84

PREAMBLE

1 This Agreement entered into this 16 day of June, 1981 by and between the
 2 Board of Education of the Passaic County Regional District Number 1 of Passaic Board of Education
 3 County, New Jersey, hereinafter called the "Board" and the Passaic Valley
 4 Operations Staff, hereinafter called the "Staff".
 5 (Custodians)

WITNESSETH:

8 WHEREAS, the Board has an obligation pursuant to Chapter 303 Public Laws
 9 1968 (revised, 1974) to negotiate with the Staff as the representative of
 10 employees hereinafter designated with respect to the terms and conditions of
 11 employment, and

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

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

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 Institute of Management and
 Labour Relations

0012 1981

ROGERS UNIVERSITY

ARTICLE I

RECOGNITION

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

ARTICLE II

NEGOTIATIONS PROCEDURE

- 1A. The Board and the Staff agree to enter into collective negotiations
2 over a successor agreement in accordance with Chapter 303, Public Laws of
3 1968, (revised, 1974), in a good faith effort to reach agreement on matters
4 concerning the terms and conditions of members' employment. Such negotiations
5 shall begin during the month of October of the calendar year preceding the cal-
6 endar year in which this Agreement expires. Any agreement so negotiated
7 shall apply to all members, be reduced to writing, be signed by the Board
8 and the Passaic Valley Operations Staff upon adoption by both parties.
- 9B. During negotiations, the Board and the Staff shall present relevant
10 data, exchange points of view and make proposals and counter-proposals.
11 The Board and the Staff shall make available to the Negotiating Committees
12 data necessary to the agreeable resolution of items being negotiated.
- 13C. Neither party in any negotiation shall have any control over the
14 selection of the negotiating representatives of the other party. The
15 Board and the Staff shall pledge that their representatives shall be able
16 to make proposals, consider proposals and make counter-proposals in the
17 course of negotiations.
- 18D. 1. The Negotiations Committees shall meet to review any article
19 which both parties mutually agree is in need of review.
- 20 2. Each party shall submit to the other at least seven (7) days
21 prior to the meeting, an agenda covering matters it wishes to discuss.
- 22 3. All meetings between the parties shall be regularly scheduled,
23 whenever possible, to take place when the staff members involved are free
24 from assigned responsibilities unless otherwise agreed.
- 25 4. Should a mutually acceptable amendment to this Agreement be
26 negotiated by the parties, it shall be reduced to writing, be signed by
27 the representatives of the Board and Operations Staff, and be

1 recommended for adoption by their respective bodies.

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

5F. This Agreement shall not be modified in whole or in part by the
6 parties except by an instrument in writing duly executed by both parties.

ARTICLE III

INDIVIDUAL GRIEVANCE PROCEDURE

1 General Provisions

- 2 1. It is conceivable that conditions of employment may become a matter of
3 concern for an individual member of the staff. This may result in a
4 complaint against an alleged violation, misinterpretation, or inequit-
5 able application of an existing law, rule, regulation, or policy.
- 6 2. The resolution of such a concern or complaint at the earliest possible
7 moment is desirable. It is the intent of these procedures to provide
8 for an orderly settlement of such differences in a fair and equitable
9 manner.
- 10 3. Any individual member of the staff shall have the right to appeal the
11 application of policies and administrative decisions affecting him,
12 through administrative channels.
- 13 4. A staff member may expect to present his complaint with freedom from
14 restraint, interference, coercion, discrimination or reprisal.
15 Similar freedom from prejudicial action shall be granted to the Board
16 of Education, any individual member of the Board or any member of the
17 administrative staff hearing the complaint.
- 18 5. The staff member shall have the right to present his own appeal or to
19 be represented and accompanied by a person or persons of his own
20 choice at any step in his appeal.
- 21 6. All hearings shall be confidential.
- 22 7. Each party shall have access at reasonable times to all written state-
23 ments and records pertaining to the case.
- 24 8. At each step of the procedures, if differences are not resolved within
25 the prescribed time, the staff member shall have the right to move
26 directly to the next step.

1 9. The function of these procedures is to assure equitable and proper
2 treatment under the existing laws, rules, regulations and policies
3 which relate to or affect the employee in the performance of his
4 duties. They are not designed to be used for changing such policies
5 and regulations or establishing new ones.

6 Procedures

- 7 1. The staff member shall present his complaint orally to his immediate
8 supervisor who shall orally and informally discuss the problem with
9 him in an attempt to resolve the matter.
- 10 2. If the differences are not satisfactorily resolved through this informal
11 conference within five (5) school days and/or working days, the staff
12 member may present the complaint in writing to the Assistant Superintendent
13 of the school or the Assistant Superintendent's designee. A working day
14 is identified as one on which the general school office is open for
15 business.
- 16 3. The Assistant Superintendent or his designee shall conduct whatever in-
17 vestigation he deems necessary and shall render his determination in
18 writing within three (3) school and/or working days after it is brought
19 to his attention. Copies of the decision shall be given to the employee
20 and to the supervisor.
- 21 4. The staff member, if not satisfied by the Assistant Superintendent's
22 or his designee's decision, may submit a written request to the Super-
23 intendent for review and determination. The Superintendent or his
24 designee shall gather all pertinent data and shall confer with all in-
25 terested parties, collectively and/or separately. The matter should be
26 resolved as quickly as possible but within a period not to exceed ten
27 (10) school and/or working days.

- 1 5. The Superintendent or his designee shall present his determination,
2 including supporting reasons, in writing to all concerned parties
3 and shall file a report with the Board of Education.
- 4 6. If satisfaction does not result from the Superintendent's or his
5 designee's action the staff member may request that his complaint
6 be reviewed by the Board of Education. The request shall be in writing
7 and shall be presented through the office of the Superintendent. A
8 copy of the request shall at the same time be delivered to the
9 Secretary of the Board of Education by the staff member.
- 10 7. The President of the Board of Education shall request that the
11 Superintendent submit all written records of the case for review by
12 the Board or a designated Board committee.
- 13 8. The Board or its representatives shall examine the data, may hold a
14 hearing, or shall hold a hearing if requested by any of the concerned
15 parties.
- 16 9. Any hearing must be held within ten (10) school and/or working days
17 of the receipt of the appeal by the President of the Board. All parties
18 associated with the complaint and their representative (if any) shall
19 have the right to attend and to present testimony at such hearing.
20 The Board may also require the presence and testimony of any other
21 person it so desires.
- 22 10. Within fifteen (15) school and/or working days after the conclusion of
23 the hearing the Board shall render a final decision which shall be con-
24 veyed to all major parties involved in the complaint. This decision
25 shall be conclusive except for appeals which may be provided for under
26 New Jersey Statutes.

- 1 11. Nothing herein contained shall be construed as limiting the right of
2 any staff member having a grievance to discuss the matter informally
3 with any appropriate member of the administration and having the
4 grievance adjusted without the intervention of the Association,
5 provided the adjustment is not inconsistent with terms of this
6 Agreement and that the Association has been given the opportunity
7 to be present at such adjustment and to state its views.
- 8 12. It is agreed by both parties that any time limits specified herein
9 shall be reduced to the time limits specified in a new PVOA contract
10 which may be negotiated subsequent to this Agreement.

ARTICLE IV

STAFF MEMBER - BOARD RIGHTS

I STAFF RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every non-certificated employee of the Board shall have the right freely to organize, join and support the Staff 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 member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Passaic Valley Operations Staff and its affiliates, his participation in any legal activities of the PVOS 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 term or conditions of employment.

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

C. No member shall be reduced in rank or compensation or deprived of any contractual or established advantage 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.

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

10 II BOARD RIGHTS

11 The Board, on its own behalf and on behalf to the electors of the District,
12 hereby retains and reserves unto itself, without limitation, all powers,
13 rights, authority, duties and responsibilities conferred upon and vested
14 in it by the laws and the Constitution of the State of New Jersey, and of
15 the United States, including, but without limiting the generality of the
16 foregoing, the right:

17 A. Executive Management

18 To the executive management and administrative control of the school system
19 and its properties and facilities, and the activities of its employees on all
20 shifts.

21 B. Hiring Rights

22 To hire all employees and subject to the provisions of law, to determine
23 their qualifications, and the conditions for their continued employment
24 or their dismissal or demotion, and to promote, and transfer all such
25 employees.

1 C. Duties and responsibilities

2 The Board reserves the right to assign duties and responsibilities to all
3 Custodial personnel throughout all regular shifts.

4 D. Savings Clause

5 Nothing contained herein shall be considered to deny or restrict the Board
6 of its rights, responsibilities and authority under the provision of Title
7 18A of the laws of the State of New Jersey or any other national, State,
8 County, district or local laws or regulations as they pertain to education.

ARTICLE V

WORK DAY AND WORK YEAR

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

1 B. A 7% differential based on contractual salary shall be paid
2 to those personnel who are assigned to the 3:30 p.m. to
3 12:00 midnight shift. Differential is based on a maximum
4 of 39 weeks of the school year.

5 C. Overtime

- 6 1. Day time personnel /scheduled to work overtime
7 (evenings) will be paid at the prevailing overtime
8 rate for the shift.
- 9 2. Unit members required to respond to the SONITROL Alarm
10 System shall be paid \$20.00 for each incident wherein
11 they must report to work.
- 12 3. Four (4) hour guaranteed minimum payment shall be
13 paid unit members required to perform unscheduled
14 overtime which is not contiguous /to regular work hours.

15 D. Basis for selection of night shift personnel.

- 16 1. Management evaluation of staff capabilities
17 2. Institutional needs
18 3. Skills and training possessed by the individual
19 4. Rating on past performance of assigned tasks
20 5. Length of service in the position at Passaic Valley
21 High School

22 5. Security Check:

23 Custodians may be assigned by the Supervisor of Buildings and Grounds
24 to complete a 1½ hour morning security check and 1½ hour evening
25 security check on Sundays and all custodial holidays. One and one-half
26 hour check morning and evening at double time for Sundays and all
27 custodial holidays.

28B Holidays with full pay shall be provided for members of the Custodial

1 Staff as follows:

- 2 1. New Year's Day
- 3 Washington's Birthday
- 4 Good Friday
- 5 Memorial Day
- 6 July 4th
- 7 Labor Day
- 8 Columbus Day
- 9 Veteran's Day
- 10 Presidential Election
- 11 Thanksgiving Day and following Friday
- 12 Christmas Eve Day
- 13 Christmas Day
- 14 New Year's Eve Day

15 2. In 1981 when the Fourth of July falls on a Saturday it shall
16 be observed on Friday, July 3, 1981. In 1982 when the Fourth
17 of July falls on a Sunday it shall be observed on Monday,
18 July 5, 1982.

19 Holiday Pay

20 All work performed on holidays noted on lines 2 - 8 will be paid at the
21 rate of time and one-half. Specifically, all work performed on said holidays
22 will be doubled time and one-half.

23 Vacations

24 1. All vacations will be approved by the Superintendent following
25 consultation with Assistant Superintendent.

26 2. Vacations for custodians shall be as follows:

- 27 2 weeks vacation after 1 year of employment
- 28 3 weeks after 4 years and 9 months of employment
- 29 3 weeks and 1 day after 10 years of employment
- 30 3 weeks and 2 days after 11 years of employment
- 31 3 weeks and 3 days after 12 years of employment
- 32 3 weeks and 4 days after 13 years of employment
- 33 4 weeks after 14 years of employment

1 PVOS employees may apply for earned vacation time throughout the contract
2 year with the exception of the period August 15th - September 15th of said
3 contract year. Requested vacation time will be reviewed by the Assistant
4 Superintendent who will limit vacation time granted to PVOS employees from
5 September 15th - June 15th of any contract year to one (1) employee from the
6 day shift and one (1) employee from the night shift during any work week or
7 weeks.

ARTICLE VI
STAFF ABSENCES

1 Sick Leave

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

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

10 Death in Family

11 PVOS employees will be allowed up to three (3) days for death in
12 the immediate family; and an allowance of one (1) day for death of a
13 relative other than those that constitute the immediate family.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

1A Maternity Leave of Absence

2 Any woman member of the PVOS may apply for maternity leave under the
3 terms and conditions of Miller vs. Pequannock attached to this contract.
4 All extensions and renewals of said leaves as granted by the Board under
5 the terms and conditions of the Miller vs. Pequannock decision shall be
6 applied for in writing.

7B Termination of Services

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

ARTICLE VIII

NOTICE OF PROMOTIONS

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

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

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

ARTICLE IX

INSURANCE PROTECTION

1A 1. As of July 1, 1981, the Board shall provide for each member all the
2 health-care insurance protection offered by the New Jersey Public and
3 School Employees Health Benefit Plan. This shall include Hospitalization
4 benefits, Surgical benefits, Rider J benefits and Major-medical benefits.
5 The Board shall pay the full premium for each member and, in cases where
6 appropriate, for family-plan insurance coverage. It shall be understood
7 that the provisions of this article shall be the same as those included
8 in a contract to be negotiated by the Board with the Passaic Valley
9 Education Association for the 1980-81 year, 1981-82 and 1982-83.

10 2. Drug Prescription Services shall be provided unit members and their
11 families effective July 1, 1981.

12 3. Dental Insurance shall be provided individual unit members only
13 effective July 1, 1981 through June 30, 1983.

14 4. Dental Insurance shall be provided for unit members and their
15 families effective July 1, 1983.

16B The Board shall provide to each member a description of the health
17 care insurance coverage provided under this article not later than
18 September 1, 1981 which shall include a clear description of conditions
19 and limits of coverage.

20C Includes discussion and negotiations regarding health care insurance
21 protection, such as Hospitalization benefits, Surgical benefits, Rider J
22 benefits, and Major Medical benefits and other insurance for the second and
23 third year of this agreement which includes the period of July 1, 1982 through
24 June 30, 1983.

ARTICLE X

SALARY GUIDES FOR NON-CERTIFICATED PERSONNEL

1A The following tabulations set forth the salaries which will be
2 paid within the various job classifications for the period from
3 July 1, 1981 to June 30, 1984.

	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>
4 Step 1	10,100.00	10,100.00	10,100.00
5 Step 2	11,000.00	11,050.00	11,100.00
6 Step 3	11,500.00	11,950.00	12,050.00
7 Step 4	11,800.00	12,450.00	12,950.00
8 Step 5	12,200.00	12,750.00	13,450.00
9 Step 6	12,600.00	13,150.00	13,750.00
10 Step 7	13,300.00	13,550.00	14,150.00
11 Step 8		14,250.00	14,550.00
12 Step 9			15,250.00

13
14B Custodial foreman shall be compensated an amount of \$600 above the
15 figures shown under A above for Custodial employees.

ARTICLE XI

SAFETY ALLOWANCE

1 The cost of safety shoes, as designated by the Board, shall be paid
2 in full upon verification by the Supervisor of Building and Grounds.

3

4

UNIFORM SERVICE

5 The board agrees to provide three (3) uniforms per unit member per
6 contract year. Said uniforms are to consist of shirts and pants for male
7 unit members. Blouses and slacks shall be provided female unit members.

8

9

RAIN GEAR

10 The Board agrees to furnish six complete sets of rain gear for the
11 custodial staff. Each man will be responsible and will be charged with the
12 complete set of rain gear which will include hat, boots, trousers, and jacket.
13 When the rain gear, or any part of the rain gear, is worn out, it must be
14 turned in to the Supervisor of Buildings and Grounds before a new set is
15 purchased by the Board.

ARTICLE XII

DURATION OF AGREEMENT

1A This agreement shall be effective as of July 1, 1981 and shall
2 continue in effect until June 30, 1984.

3

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

8

9 PASSAIC VALLEY OPERATIONS STAFF

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

10

11 By _____
Its President

By _____
Its President

12

13 Attest: _____
Secretary

Attest: _____
Secretary