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A G R E E M E N T

between

THE WAYNE BOARD OF EDUCATION

and

THE WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION

for 1973-74 and 1974-75

CUSTODIAL-MAINTENANCE WORKERS

Approved by the Board of Education June 14, 1973

Signed July 9, 1973

AGREEMENT  
PURSUANT TO NEW JERSEY PUBLIC EMPLOYER-EMPLOYEE  
LABOR RELATIONS ACT (CHAPTER 303 PUBLIC LAWS OF 1968)

This Agreement is made and entered on this 9th day of July, 1973 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE in the County of Passaic, hereinafter referred to as the "BOARD", and the WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION, hereinafter referred to as the "ASSOCIATION", and

WHEREAS, the ASSOCIATION is the sole representative of the custodial-maintenance workers in collective negotiations with the BOARD, and

WHEREAS, pursuant to negotiations under the provisions of the New Jersey Public Employer, Employee Relations Act (Chapter 303 Public Laws of 1968) the BOARD and the ASSOCIATION have reached agreement with respect to terms and conditions of employment for custodial-maintenance workers for the school years 1973-74 and 1974-75, and

WHEREAS, said Public Employer-Employee Labor Relations Act requires that when such agreement has been reached its terms shall be embodied in writing and signed by the respective parties:

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Salaries shall be paid in accordance with SCHEDULE "A" annexed hereto and made part of this agreement by reference thereto for the school year 1973-74, with wage re-openers for the school year 1974-75.
2. All other terms and conditions of employment are set forth in Schedule "B" annexed hereto and made part of this agreement by reference thereto.
3. The Grievance Procedure as set forth in Schedule "C" annexed hereto is made part of this agreement by reference thereto.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

Attest:

*Ronald E. Piliere*  
RONALD E. PILIERE, BUSINESS ADMINISTRATOR

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE  
*Robert B. Stevens*  
ROBERT STEVENS, PRESIDENT

Attest:

WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION  
*David Brown*  
DAVID BROWN, PRESIDENT

*Shirley Warheim*  
SHIRLEY WARHEIM, SECRETARY

SCHEDULE "A"

1973-74 SALARY SCHEDULE  
CUSTODIAL AND MAINTENANCE STAFF

POSITION	STEP I	STEP II	STEP III	STEP IV	STEP V
Iron	\$ 5400	\$ 5900	\$ 6500		\$
Stodian	6950	7400	7850	8350	8850
Lead Custodian (r. High)	7400	7900	8400	8900	9450
Lead Custodian (r. High)	7300	7780	8280	8780	9280
Helper	6500	6850	7200	7550	7950
Handyman	6950	7400	7850	8350	8850
Painter	7000	7500	8000	8550	9100
Plumber	7350	7870	8400	8950	9520
Electrician	7150	7660	8210	8760	9310
Driver	6950	7400	7850	8350	8850
Warehousekeeper/ Shipping/Receiving	7350	7870	8400	8950	9520

WORKING HOURS AND CONDITIONSSECTION I - HOURS (Typical)Elementary

Day Shift	7:00 a.m. to 3:00 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.

Junior High School

Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:15 p.m. to 11:15 p.m.
Matron	7:30 a.m. to 3:30 p.m.

Senior High School

Early Day Shift	6:30 a.m. to 3:00 p.m.
Regular Day Shift	9:00 a.m. to 5:30 p.m.
Night Shift	4:00 p.m. to 12:00 p.m.
Matron	7:30 a.m. to 3:30 p.m.

Split-time Shift

1st School	3:15 p.m. to 7:00 p.m.
Lunch and Travel Time	7:00 p.m. to 7:45 p.m.
Second School	7:45 p.m. to 11:15 p.m.

- A. Any deviation from the above hours must be mutually agreed upon by the Principal and the Plant Manager. When such deviation is of a permanent nature, the custodial representative will be asked to participate in the discussion prior to the decision becoming part of the regulations.
- B. With reference to the day shift in schools where there are two or more men on the day shift, the Principal may set 11:00 a.m. - 11:30 a.m. for one man and 11:30 a.m. to 12:00 a.m. for another man or some other reasonable variation in order to provide each man with his lunch period.
- C. In schools where there is one man on duty, the Principal may set a one-half hour lunch period at a reasonable time and at such time as is possible to provide the custodian with a one-half hour lunch period.
- D. Night-shift schedule shall include a one-half hour paid lunch period. This period shall be considered part of the eight hour work day.
- E. The split-time shift schedule shall include a one-half hour paid lunch period and fifteen minutes travelling time included in the eight hour working day.

SECTION II - OVERTIME HOURS

- A. Overtime shall be paid at the rate of one and one-half times the employees hourly rate.
- B. Overtime shall be paid after 8 working hours in any day. Overtime shall be paid for all regular hours in excess of 40 regular working hours in any one week.
- C. Overtime hours shall be worked at the direction of the Plant Manager and/or the request of the principal with the approval of the Plant Manager.
- D. Overtime hours shall be worked where necessary in connection with a permit for the use of the building.
- E. Holiday work shall be paid time and one-half plus the days pay.

SECTION III - WORK WEEK

- A. A regular workweek shall be Monday through Friday inclusive except in the case of employees hired after July 1, 1972. These employees may be asked to assume a workweek of Tuesday through Saturday. In such cases, these employees shall consider Sunday and Monday as eligible overtime days subject to stipulations listed below in B,C and D.
- B. Saturday and/or Sunday work, where required, shall be paid at the hourly rate of one and one-half times the employees basic hourly rate for each hour worked.
- C. Saturday and/or Sunday hours shall be worked at the direction of the Plant Manager in cases of emergency.
- D. Saturday and/or Sunday hours shall be worked where necessary in connection with a permit for the use of the building.

SECTION IV - SUMMER RECESS OR VACATION

During school recess or vacation the regular hours for all maintenance personnel, custodians and matrons will be from 7:00 a.m. to 3:00 p.m., which includes one-half hour for lunch. If activities are scheduled in

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Schedule "B" Continued

the building during the evening the Principal may change the hours of the custodians with the approval of the Plant Manager.

SECTION V - HOLIDAYS

All personnel shall be paid for holidays as outlined below except when they conflict with the school calendar:

Yom Kippur	New Year's Eve	Memorial Day
Veteran's Day	New Year's Day	4th of July
Thanksgiving Day	Lincoln's Birthday	National Election Day
Friday after Thanksgiving	Washington's Birthday	Labor Day
Christmas Eve	Good Friday	
Christmas		

If, for any reason a building is required to be open on any of these days, the custodians directed will report for work as usual. For time so worked on these stated holidays, time and a half for each hour worked will be paid in addition to the day's pay for the holiday.

Any of the outlined holidays falling on Saturday shall be re-scheduled by the Plant Manager at a time when school is not in session.

SECTION VI - SICK DAYS, PERSONAL DAYS, LEAVES OF ABSENCE

- A. Sick Days - 12 sick days with full pay shall be allowed each year. which will be cumulative without limit. In case absence of employees is of greater duration than accumulated sick leave, this situation will be referred to the Board of Education for special consideration.
- B. Personal Days - Compensated personal leave days shall be granted at the discretion of the Personnel Leave Committee.
- C. Death in Family - In the event of a death in an employees immediate family (Mother, Father, Wife, Husband or Child) an absence of up to 5 days may be allowed without loss of pay, subject to review by the Personnel Leave Committee.
- D. Absence from Work - Absence known to occur on the next work day of the day shift must be reported to the Chief Custodian or Maintenance Supervisor by telephone the preceding evening before 10:00 p.m. at his

Schedule "B" Continued

home. Employees on the evening shift shall report their absence to the Plant Manager's office before 2 p.m. of that day. In the event there is failure of telephone contact, the employee must notify the Plant Manager at his home and, failing this, the Head Custodian or Principal of the school involved.

- E. Attendance Record - Custodians, Matrons and Maintenance employees shall submit, through their supervisor or school secretary, whichever applies, an individual daily attendance record to the Plant Manager's office on the first and sixteenth of each month.
- F. Maternity Leave - Maternity leave, without pay, may be granted to the employee for a period not exceeding two calendar years. Request for a maternity leave shall be made in writing to the Board of Education.
- G. Leave of Absence - Leave of Absence may be granted, without pay, only to employees having tenure. Requests for leave of absence shall be made in writing to the Board of Education.

SECTION VII - STORM WEATHER CONDITIONS

During stormy, freezing, or inclement weather, regardless of whether or not the schools are closed that day, employees shall exert unstinting effort to report to their schools or shop for storm work, to permit schools to operate on schedule as quickly as possible. Employees must report by telephone to the Plant Manager their inability to report for work when this is known. Should absence from work occur, when in the opinion of the Principal and Plant Manager storm conditions did not warrant such absence, the circumstances may be subject to review.

One set of foul weather gear will be available in each school for use at times when such becomes necessary.

SECTION VIII - TRANSFERS

- A. Requests for transfer to vacancies in existing or new schools, or



other positions, shall be in writing to the Plant Manager. If the employee is a custodian or matron, and the request is granted, the Plant Manager shall notify the Principal.

- B. The deciding factors in the selection of employees to other or different positions shall be seniority and performance.
- C. All vacancies which may arise shall be posted in a prominent location in all schools for a period of not less than one week.

SECTION IX - VACATIONS

- A. The months of June, July and August are designated as vacation months. Employee vacations shall be scheduled at the discretion of the Principal and the Plant Manager.
- B. (1) Service of one year or less, vacations will be granted at the rate of one day per month of service prior to July 1, not to exceed 10 days vacation in any one year.  
(2) Service of one through five years, 10 days will be allowed.  
(3) After 5 years of service 15 days will be allowed.  
(4) After 15 years of service, 20 days will be allowed.
- C. Vacation schedules during June, July and August shall be so staggered that each school shall have at least one custodian in attendance every week day.
- D. When a holiday falls within an employee's vacation period, an extra day shall be given at any time at the discretion of the Plant Manager.
- E. Prior to employees leaving on their vacations, they shall be paid in advance for the period of their vacations if they so elect. Such requests must be in writing 30 days prior to the vacation period.

SECTION X - PERFORMANCE EVALUATION - INCREMENTS

- A. Review of performance evaluation shall be conducted each year before July 1 to determine if the employee qualifies for an increment.

Salary increases shall become effective in accordance with the salary guide, on July 1st of each year.

- B. The Plant Manager shall review job performance of new employees within 6 months of their employment date and take appropriate action to retain or dismiss employee after conference with the Principal.
- C. If an adverse decision on a salary increment is reached, the employee will be asked to meet with the Plant Manager and Principal at which time he will be apprised of the reason therefor. The man may, at his request, have a representative of the Association present. Such decision will then be forwarded to the Superintendent for transmittal to the Board of Education.

SECTION XI - EMPLOYEE INSURANCE

The Board shall undertake payment in full for the cost of a complete family insurance contract providing coverage for Blue Cross (hospitalization), Blue Shield (major medical, including Rider J).

Schedule "C"

GRIEVANCE PROCEDURES FOR HANDLING CUSTODIAL OR MAINTENANCE PERSONNEL PROBLEMS

- A. An individual problem or disagreement within the framework of a building would be discussed with the Principal, the individual involved, his immediate custodial or maintenance superior, and the President of the Association, the grievance having first been submitted to the Principal in writing within three working days prior to the requested meeting. If agreement or understanding cannot be made at this point, the procedure shall go to Step "B" at the request of either party.
- B. A conference with the Plant Manager, Principal, individual involved, his immediate custodial or maintenance superior, President of the Association. If agreement cannot be made at this point, the procedure shall go to Step "C".
- C. A conference with the Superintendent or Assistant Superintendent, the individuals involved, and the President of the Association. If no resolution can be determined, proceed to Step "D".
- D. Conference meeting with the Board of Education Committee consisting of three members of the Board, the Plant Manager, the Principal, the aggrieved individual, the President of the Association and the Superintendent or Assistant Superintendent of Schools. If resolution of the problem is unsatisfactory or no compromise can be determined, the problem should be taken to the Board as a whole.
- E. Conference meeting with the whole Board of Education and the individuals mentioned in Step "B".
- F. In no event shall a grievance be presented later than 5 working days from the date of the alleged act complained of.

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ADDENDUM

to

A G R E E M E N T

between

THE WAYNE BOARD OF EDUCATION

and

THE WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION

covering

CUSTODIAL-MAINTENANCE EMPLOYEES

1974-75

Approved and Signed December 13, 1973

This supplement is intended to serve as fulfillment of the terms and conditions of the Agreement entered into between the Wayne Board of Education and the Wayne Custodial-Maintenance-Cafeteria Association covering Custodial-Maintenance Employees, which was approved by the Board of Education on June 14, 1973 and signed on July 19, 1973, hereinafter referred to as the Agreement of July 9, 1973.

NOW THEREFORE, it is mutually agreed between the parties hereto that the following change is incorporated into the Agreement of July 9, 1973, effective July 1, 1974 through June 30, 1975.

Salaries shall be paid in accordance with SCHEDULE "A" 1974-75 annexed hereto and made part of this agreement by reference thereto.

All other terms and conditions of the Agreement of July 9, 1973 remain unchanged.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 13th day of December, 1973.

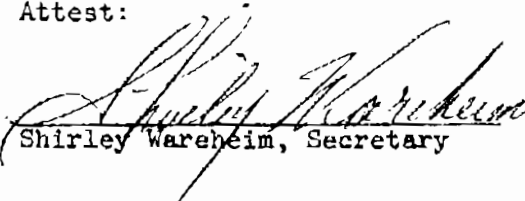
Attest:

  
\_\_\_\_\_  
Ronald E. Piliere, Secretary

BOARD OF EDUCATION OF  
THE TOWNSHIP OF WAYNE

  
\_\_\_\_\_  
Robert B. Stevens, President

Attest:

  
\_\_\_\_\_  
Shirley Wareheim, Secretary

WAYNE CUSTODIAL-MAINTENANCE  
CAFETERIA ASSOCIATION

  
\_\_\_\_\_  
David Brown, President

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POSITION	STEP I	STEP II	STEP III	STEP IV	STEP V
Matron	\$ 5,750	\$ 6,250	\$ 6,900	- -	\$ - -
Custodian	7,350	7,850	8,350	8,850	9,400
Head Custodian (Sr. High)	7,850	8,400	8,900	9,450	10,000
Head Custodian (Jr. High)	7,750	8,250	8,800	9,300	9,850
Helper	6,900	7,250	7,650	8,000	8,450
Groundsman	7,350	7,350	8,350	8,850	9,400
Painter	7,450	7,950	8,500	9,050	9,650
Mechanic	7,800	8,350	8,900	9,500	10,100
Carpenter	7,600	8,150	8,700	9,300	9,900
Bus Driver	7,350	7,350	8,350	8,850	9,400
Storekeeper/ Shipping/Receiving	7,800	8,350	8,900	9,500	10,100

December 13, 1973