

4-2080

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Woodcliff Lake Board of Education
and
Woodcliff Lake Custodial Assn.

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X July 1, 1979 - June 30, 1982

025 AGREEMENT

026

026 This is an agreement between the Woodcliff Lake Board of Educa-
027 tion, hereinafter called the Board, and the Woodcliff Lake Custodial Association, hereinafter called the Association. It shall
028 become effective as of July 1, 1979, and shall continue in effect
029 until June 30, 1982 or until a subsequent successor agreement has
030 been negotiated.

031

032

037 I. RECOGNITION

038

038 A. Pursuant to the "New Jersey Employer-Employee Relations Act"
039 as amended of the state of New Jersey, known as the New Jersey
040 Public Employer-Employee Relations Act, the Woodcliff Lake
041 Board of Education hereby recognizes the Woodcliff Lake Custodial Association as exclusive representative for the purpose
042 of collective negotiations for all full-time and part-time
043 custodial, maintenance, grounds and receiving personnel under
044 contract to the Board of Education. Excluding: Director
045 of Buildings and Grounds.

046

047 B. Unless otherwise indicated, the term employees, when used
048 hereinafter in this Agreement, shall refer to all personnel
049 represented by the Association.

050

062 II. NEGOTIATION OF SUCCESSOR AGREEMENT

063

063 A. The parties agree to enter into collective negotiation over
064 a successor agreement in accordance with the New Jersey
065 Employer-Employee Relations Act and in accordance with the
066 rules of the Public Employment Relations Commission.

067

067 B. Any tentative agreement reached between the regular Committee
068 of the Board and the Association shall be subject to approval
069 by a majority vote of the full Board at a public business
070 meeting.

071

071 C. Only those settlements agreed to be both parties as stated
072 in this agreement, following the necessary acceptance or
073 ratification, shall be in effect for the duration of the
074 agreement.

075

075 D. This agreement shall not be modified in whole or in part by
076 the parties except by an instrument in writing duly executed
077 by both parties.

078

092 III. SICK LEAVE

093

093 A. 1. All employees covered by this agreement shall be allowed
094 fifteen (15) days of accumulated sick leave with full pay.
095 Said sick leave to be allowed under the following conditions:

096

096 a) In accordance with existing law N.J.S.18A:30-2 commencing
097 with the first annual contract and from the opening day of the
098 school year.

099

099 b) Accumulated sick leave not used during any one year will be
100 credited as additional sick leave as needed in subsequent years.

101

101 c) Individuals who utilize all of their accumulative sick leave
102 shall be granted consideration for additional sick leave as defined
103 in N.J.S.18A:30-6.

104

104 d) In accordance with the provisions of chapter 168 of the Laws
105 of 1967; whenever any custodian is absent from his post as a
106 result of personal injury caused by an accident arising out of or
107 in the course of his employment, there shall be paid to such
108 employee the salary or wages for the period of such absence for
109 a period not exceeding one calendar year. Such absence shall
110 not be charged to the annual sick leave or the accumulated
111 sick leave. The payments herein provided shall be
112 made for absences during the waiting period and during such
113 periods when the custodian shall receive or is eligible to
114 receive temporary disability payments under the provisions of
115 Chapter 15 of Title 34 of the Revised Statutes. Any salary
116 or wages paid or payable to any custodian under this provision
117 shall be reduced by the amount of any Workmen's Compensation
118 Award made for temporary disability. Whenever payments are made
119 under this section to a custodian prior to the time when a
120 temporary disability award shall have been paid then the custodian
121 shall pay back to the Board the amount of such temporary
122 disability payment or payments.

123

123 e) Employees shall be given a written accounting of accumulated
124 sick leave no later than September 15 of each school year, or
125 as soon as possible thereafter.

126

158 IV. TEMPORARY LEAVE OF ABSENCE

159

159 A. 1. Personal Reasons

160

160 a) An employee full time or employed to work at least twenty (20)
161 hours per week for ten (10) months of the year, may be granted
162 up to three (3) days absence without pay deduction as needed for
163 personal reasons for the following specified purposes:

164

164 1) Marriage of oneself or immediate relative

165

2) Legal transaction requiring presence

166

3) Professional examinations

167

4) Religious holiday

- 168 5) Emergency of a personal nature
169 6) Physical examination (limited to full time 12 month
170 employees)
171

171 b) A custodian desiring to use the privilege of absence for one
172 of the reasons in paragraph (a - 1,2,3 and 4) herein shall apply
173 to the Director of Buildings and Grounds, in writing, at least
174 one week in advance of the contemplated absence stating the
175 specific category for such absence. In matters of an emergency
176 nature, he must inform the Director of Buildings and Grounds as
177 soon as possible. In the case of the Receiving Clerk, he/she
178 shall make such application to the Assistant Board Secretary.
179 All requests must be approved by the Superintendent.

179 2. Absence for Death
180

180 a) In the case of death of a parent, guardian, brother, sister,
181 wife, husband, child or a relative living in the household as
182 one of the immediate family, a custodian shall be granted a leave
183 of absence without loss of pay not in excess of seven (7) days.
184 Saturday, Sunday and legal Holidays intervening will be counted
185 within the seven (7) day period.
186

186 b) In the case of the death of a relative not a member of the
187 immediate family, or of a close friend, a custodian shall be
188 granted one (1) day of leave without loss of pay for the day of
189 the funeral.
190

190 c) Leaves under these regulations must be with the approval of
191 the Superintendent of Schools.
192

192 3. Other Leaves
193

193 Other leaves of absence, with or without pay, may be granted by the
194 Board for good reason.
195

220 V. HOLIDAYS
221

221 A. Custodians under a twelve (12) month contract will adhere to the
222 holiday schedule established as follows:
223

- 223 Independence Day
224 Labor Day
225 Veteran's Day (providing schools are not in session)
226 N.J.E.A. Convention Days (2)
227 Thanksgiving Recess (two (2) days)
228 Christmas Day
229 The first working day after Christmas
230 New Year's Day
231 Good Friday
232 Memorial Day
233 *Floating Holidays (two (2) days) Note: one (1) additional
234 Floating holiday shall be granted if
235 schools are in session on Veteran's Day.
236

236 * In the spring, prior to the school year (7/1-6/30) in which these
237 days are to be taken, the Superintendent shall establish a list of
238 the school holidays which shall be available as these "floating
239 holidays".

240 NOTE: Ten (10) Month Employees covered by this Agreement shall be
241 paid a total of twelve (12) Paid Holidays - those listed above with
242 the exception of Independence Day and one (1) Floating Holiday.
243

262 VI. VACATIONS

263

263 Vacation benefits under this agreement shall be as follows:

264

264 A. Twelve (12) Month Contract Employees

265

265 Ten (10) working days after one year of service

266 Fifteen (15) working days after five years of service

267 Twenty (20) working days after eleven years of service

268

268 The years of service shall be determined by the anniversary date
269 of commencement of full time employment.

270

270 Ten (10) Month Contract Employees

271

271 No vacation leave

272

280 VII. VACANCIES AND PROMOTIONS

281

281 Notice shall be given to the Custodial Association of proposed new
282 positions and promotions as they occur in order that members may
283 apply if qualified.

284

287 VIII. WORKING CONDITIONS

288

288 The work week and hours of work shall be as follows:

289

289 1. A normal work week for full-time employees covered by this
290 agreement shall consist of five (5) working days; namely,
291 Monday, Tuesday, Wednesday, Thursday, and Friday. The work
292 week shall consist of forty (40) hours excluding one-half
293 hour for lunch.

294

294 2. The work week for part-time employees covered by this agreement,
295 paid on an hourly basis, shall be arranged through mutual
296 agreement between the said employee and his supervisor.

297

297 3. Whenever schools shall be closed because of snow, all custodians,
298 maintenance and grounds personnel shall remain on or report for
298 duty and assist in removal of the snow. Upon completion

299 of the snow removal and of such other daily routine tasks which
300 may not have previously been completed, these employees will,
301 with the consent of the Director of Buildings and Grounds, be
302 dismissed for the day,
303

317 IX. OVERTIME

318

318 A. Overtime shall be paid in accordance with New Jersey Statutes,
319

319 B. Any employee covered by this agreement called in to work at times
320 other than during his regular work days shall be paid for the
321 time worked at the rate of one and one half times the regular
322 hourly rate of pay, or shall be paid for four hours at straight
323 time, whichever sum is the larger.
324

330 X. INSURANCE COVERAGE

331

331 At the beginning of each school year, the Board shall provide
332 the health-care insurance protection designated below. The
333 Board shall pay the full premium for each custodian and in cases
334 where appropriate for Family Plan Insurance coverage. The Board
335 shall make payment for insurance premiums to provide insurance
335 coverage for the full twelve (12) month period, to assure
336 uninterrupted participation and coverage.
337

337 1. The Board, at its own expense, will maintain a Major Medical
338 Expense Policy for all employees and their families, provided
339 said employee is employed for twenty (20) hours per week or more.
340

340 2. The Board, at its own expense, will maintain a Hospital-Medical
341 Surgical Plan for all employees and their families, provided
342 said employee is employed for twenty (20) hours per week or more.
343

343

343 XI. Dental Plan

344

344 For the school year 1981-1982, the Board shall provide a
345 dental plan as follows:
346

347

347 1. On July 1 each employee covered by this agreement shall submit
348 a signed voucher for the amount of \$125.00 to be applied against
349 anticipated dental expenses.
350

350 2. Payment of these dental stipends shall be released on July 15, 1981
350 or as soon thereafter as possible but in no case later than
351 October 15, 1981.

355 XII. SALARIES

356

356 A. Salary schedules for employees covered by this agreement are
357 set forth in Schedule A which is attached hereto and made a
358 part hereof.

359

359 B. Step Guide

360 Increases are not automatic and may be withheld from an employee
361 by the Board of Education upon the recommendation of the Super-
362 intendent of Schools, indicating that performance has been below
363 standards acceptable to the Superintendent. Increases withheld
364 for this reason shall be deemed to have been lost. Said decision
365 to withhold an increase shall be subject to the grievance
366 procedure.

367

367 C. When a payday falls on or during a school holiday, vacation or
368 weekend, members of the Association shall receive their paychecks
369 on the last previous working day. Each ten (10) month employee
370 shall receive his final pay on his last working day in June.

371

385 XIII. PROFESSIONAL DEVELOPMENT

386

386 The Board shall pay the tuition cost for enrollment in the course to
387 obtain a Black Seal License and for the cost of the license.

388

388 Whenever any custodian shall obtain a Black Seal License, he shall be
389 granted a salary increase during the school year in which he receives
390 his license. In the 1979-1980 and 1980-1981 school year this shall
391 amount to \$150.00 per annum. In the 1981-1982 school year this shall
392 amount to \$200.00 per annum.

393

393 The Board, upon receipt of proof of the expenditure, shall reimburse
394 the employee for the renewal of the Black Seal License.

395

403 XIV. ASSOCIATION RIGHTS AND PRIVILEGES

404

404 A. The Association shall have the right to hold meetings in the school
405 buildings outside of working hours providing they do not conflict
406 with other uses of the school, and provided the building principal
407 has been notified in advance.

408

408 B. The Association shall have the right to use school equipment such
409 as typewriters, copy machines, calculators, at reasonable times on
410 school premises, outside of working hours and when such equipment
411 is not otherwise in use, upon the approval of the Building Principal.
412 The Association shall pay for the reasonable cost of all materials
413 and supplies incident to such use, and for any repairs necessitated
414 as a result thereof.

415

426 XV. MISCELLANEOUS PROVISIONS

427

427 A. Severance Pay

428

428 It is agreed there shall be no severance pay for non-renewal of
429 contract. However, if the Board of Education unilaterally terminates the
430 employment within a contract year then the Board shall give fourteen (14)
431 calendar days notice of termination or fourteen (14) calendar days pay
432 in lieu of such notice.

433

433 B. Fair Dismissal Procedure

434

434 Any employee who is discharged during the term of this Agreement shall,
435 if the employee files a written request therefore with the Board Secretary
436 within ten (10) days after notice of the discharge, be entitled to a written
437 statement of reasons for the discharge. Such statement of reasons shall be
438 delivered by the Board to the employee within ten (10) days of the filing
439 of the request. Within ten (10) days of receipt by the employee of the
440 statement of reasons, the employee shall, if the employee files a written
441 request therefore with the Board Secretary, be entitled to request an informal
442 appearance before the Board of Education. Such appearance shall be held within
443 twenty (20) days after the filing of such request. The employee may be
444 accompanied at such appearance by a representative of the Association.

445

455 C. Reduction in Force

456

456 a. Unless an employee is dismissed for lack of performance or
457 other such reasons, each employee shall gain seniority for his/her
458 years in the school district. If a reduction in force occurs,
459 then the senior employee in the reduced category may claim the
460 position of the less senior employee in another category, providing
461 that (a) the senior employee is willing to accept the appropriate
462 salary step of the category of the less senior employee if the
463 category of the senior employee is different and/or (b) the senior
464 employee has the skills necessary to fill the position in the
465 category being vacated by the least senior employee. The judgement
466 regarding skills will be made by the Director of Buildings and Grounds.
466 (In the case of Receiving Clerk, judgement regarding skills will
467 be made by Assistant Board Secretary.

467

467 A hypothetical example is provided below:

468

468 Category I

Category II

Category III

469

469 Employee X 2 years

Employee Y 1 year

Employee Z 1 year

470

A 5 years

B 3 years

471
471 If a reduction in force occurred in category I, Employee X could claim
472 the position of Employee Y or Z provided that X has the necessary
473 skills in the judgement of the Director of Buildings and Grounds to
474 perform the job of Y or Z and furthermore is willing to accept Step 3
475 of either Category II if he/she decides to claim Y's position or Step
476 3 of category III if he/she claims Z's position.

477
477 b. All disputes regarding exact dates of employment will be
478 resolved in the following manner:

- 479 1. Date of Board Resolution of Hire
480 2. If same date of Board resolution to hire, then Date
481 employment contract was signed by the employee
482 3. If same date of signing employment contract, then alpha-
483 betical order beginning with A
484

495 D. Clothing Allowance

496 It is agreed that the Board of Education shall:

- 497
497 a) provide uniforms for each employee covered by this agreement
498 as follows:
499

001 79-80

- 002
002 1 set Foul Weather Gear
003 1 pr Galoushes
004 1 pr Work Shoes, safety toe
005 3 pr Work Pants
006 5 ea Work Shirts with first name on pocket
007 (choice long or short sleeve)
008 1 ea Jacket
009

009 80-81 & 81-82

- 010
010 1 pr Work Shoes, safety toe
011 2 ea Work Pants
012 3 ea Work Shirts with first name on pocket
013 (choice long or short sleeve);
014 or, at the option of the Board
014

~~015 b) shall, upon proof of expenditure, reimburse each employee
016 covered by this agreement for work clothes purchased by him/her
017 in an amount not to exceed \$75.00 per annum.~~

*deleted
for Board
Resolution
38 of
June 19, 1979*

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E. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee covered by this Agreement, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement is signed. The agreement shall be presented to all employees now employed or hereafter employed.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail return receipt or by duly receipted notice at the following addresses:

1. If by Association to the Board at:

President, Woodcliff Lake Board of Education
c/o Dorchester School
Woodcliff Lake, New Jersey 07675

2. If by Board to the Association at:

President, Woodcliff Lake Custodial Association
c/o Dorchester School
Woodcliff Lake, New Jersey 07675

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SIGNATURES OF AUTHORIZED OFFICIALS

In witness of this agreement, the Woodcliff Lake Custodial Association has caused this agreement to be signed by its President and Secretary and the Woodcliff Lake Board of Education has caused this agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon, on this _____ day of _____.

Woodcliff Lake Custodial Ass'n

Woodcliff Lake Board of Education

By _____
Angelo Zanoni, President

By _____
Wylie C. Hembree, President

By _____
Thomas Pavlick, Secretary

By _____
Elie T. Moneuse, Secretary

Schedule A

CUSTODIAL PROPOSAL SALARY SCHEDULE

P#	Hourly	Base Rate	Weekly	Day Custodian			Night Custodian			Grounds/Receiving			Maintenance		
				Licensed	Licensed	Licensed	Licensed	Licensed	Licensed	Licensed	Licensed	Licensed	Licensed		
1	400	16000	83200	84700	86100	87600	85800	87300	88400	899000					
2	425	17000	88400	89900	91500	93000	91000	92500	93600	951000					
3	450	18000	93600	95100	96800	98300	96200	97700	98800	1003000					
4	470	18800	97760	99260	101180	102680	100360	101860	102960	1044600					
5	490	19600	101920	103420	105490	106990	104520	106020	107120	1086200					
6	510	20400	106080	107580	109800	111300	108680	110180	111280	1127800					
7	530	21200	110240	111740	114100	115600	112840	114340	115440	1169400					
8	550	22000	114400	115900	118400	119900	117000	118500	119600	1211000					
9	570	22800	118560	120060	122710	124210	121160	122660	123760	1252600					
10	590	23600	122720	124220	127000	128500	125320	126820	127920	1294200					
11															
12															
13															
14															
15															
16	410	16400	85280	86780	88270	89770	87880	89380	90480	91980					
17	435	17400	90480	91980	93650	95150	93080	94580	95680	97180					
18	460	18400	95680	97180	99030	100530	98280	99780	100880	102380					
19	480	19200	99840	101340	103340	104840	102440	103940	105040	106540					
20	500	20000	104000	105500	107400	109400	106600	108100	109200	110700					
21	520	20800	108160	109660	111950	113450	110760	112260	113360	114860					
22	540	21600	112320	113820	116200	117700	114920	116420	117520	119020					
23	560	22400	116480	117980	120560	122060	119080	120580	121680	123180					
24	580	23200	120640	122140	124800	126300	123340	124740	125840	127340					
25	600	24000	124800	126300	129170	130670	127400	128900	130000	131500					
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1 Explainer of formula used

2 (a) Day Custodian - Base Rate

3 (b) Grounds/Receiving - Base + 5% weekly

4 (c) Maintenance - Base + 10% weekly

5 Differential between Day Shift and Night Shift 3.5%

6 Differential between Licensed and Licensed \$150 Annual

7 in 79-80 & 80-81

8 increased to \$700 in 81-82

9 Note: In addition to Salary Guide Step, there will be

10 (1) an annual step of \$500.00 paid to other

11 (2) an annual step of \$390.00 paid to each

12 Night Custodial Lead Man.

13 Longevity Schedule: \$100.00 per

14 year of service beyond

15 ten (10) years in 1979-1980.

16 \$200.00 per year of service

17 per each year beyond

18 ten (10) years in 1980-1981

19 and 1981-1982.

20

21