

AGREEMENT

between

WOODCLIFF LAKE BOARD OF EDUCATION

AND

WOODCLIFF LAKE EDUCATION ASSOCIATION

CUSTODIANS

effective

July 1, 2002

through

June 30, 2005

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PREAMBLE

This Agreement entered into this 27th day of June 2002, by and between the Board of Education of Woodcliff Lake, the Borough of Woodcliff Lake, New Jersey, hereinafter called the "Board", and the Woodcliff Lake Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Woodcliff Lake School District is their primary aim and that the character of such education in part depends upon the quality and maintenance of the buildings and grounds within the district;

WHEREAS, the custodial personnel help in providing quality buildings and grounds;

WHEREAS, the Board has an obligation, pursuant to the New Jersey Public Employer-Employee Relations Act and Chapter 123, Public Law 174, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; be it

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all contracted personnel,

Including: custodial personnel under contract to the Board.

But excluding: Supervisor, Maintenance/Chief Custodian, occasional part-time workers, specialized personnel, such as engineers, architects, etc.

Full-time contracted personnel will be defined as twelve (12) month custodial personnel hired to perform cleaning, light maintenance, or routine grounds jobs. Part-time contracted personnel will be defined as twelve (12) month custodial personnel, working fewer than thirty-five (35) hours per week, hired to perform cleaning, light maintenance, or routine grounds jobs.

B. Unless otherwise indicated, the term employees, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.

C. The Association shall remain the exclusive and sole representative of the above in reference to the functions in "A" as long as it maintains a majority representation of said personnel.

D. On or before October 15th of each year, the Association shall certify its membership to the Board of Education if requested.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act and in accordance with the rules of the Public Employment Relations Commission.

B. Any tentative agreement reached between the regular committee of the Board and the Association shall be subject to approval by a majority vote of the full Board at a public meeting and a majority vote of the Association.

C. Only those settlements agreed to by both parties as stated in this Agreement, following the necessary acceptances or ratification, shall be in effect for the duration of the Agreement.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

The term "grievance" means a complaint by an employee or group of employees who believe there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the rights of an employee or group of employees. The term "grievance" and the procedure relative thereto shall not be deemed applicable in matters where the Board is without authority to act.

2. Aggrieved Person

The term "aggrieved person" is the person or persons or the Association making the complaint.

3. Party in Interest

The term "party in interest" is the person making the claim and any person, including the Association, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. The parties in interest

and their representatives agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Board Secretary/Director of Business Affairs

An employee with a grievance shall, not later than twenty (20) days following the occurrence thereof, discuss the matter orally with the Board Secretary with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may present his/her grievance in writing to the Board Secretary/Director of Business Affairs within ten (10) school days after the original discussion, who will render his/her written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

The original written grievance shall contain the following elements:

- a) Specific statement of the facts of the grievance.
- b) The alleged violation under the definition "grievance" in this contract.
- c) The reasons for dissatisfaction with the prior administrative decision or its response.
- d) The relief sought.

3. Level Two - Superintendent

If the aggrieved person wishes to appeal from the decision of the Board Secretary/Director of Business Affairs, a copy of the grievance and the decision shall be forwarded to the Superintendent within ten (10) school days after receipt of the written decision. Within ten (10) school days from the receipt of the request for appeal, the Superintendent will call a hearing. The Superintendent shall, within five (5) school days after such hearing, render a written decision with reason(s) and shall furnish copies thereof to the aggrieved person and the Board Secretary/Director of Business Affairs.

4. Level Three - The Board - Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level Two (2), he/she shall within ten (10) school days file with the Secretary of the Board of Education a notice of his/her appeal stating specifically the grounds for the grievance, a copy of the original grievance and the nature of the relief sought.

The Board Secretary/Director of Business Affairs shall, upon receipt of such an appeal, notify the Board, and the Board shall, within ten (10) school days thereafter, fix a time and place of hearing. At said hearing the presence of the aggrieved person and/or his/her representative shall be required. The Board and the aggrieved person may require the presence of witnesses and necessary records. Within ten (10) school days after the hearing, a determination shall be made and all parties in interest shall be notified in writing of the determination. The Board's decision shall be final, subject to further provisions of this Agreement.

If the Board shall have denied the relief sought in four (4) bona fide grievances arising from different occurrences during the life of this Agreement and the grievant in each case shall have so stated in a notice addressed to the Board within ten (10) days of each such determination, then the fifth and each subsequent grievance, shall be handled as follows:

- a) Either of the parties to this Agreement may, within ten (10) days after notice of the Board's determination, request of the Public Employment Relations Commission a list of five (5) arbitrators to serve as Advisory Arbitrator for the grievance in question.

- b) The parties shall alternately strike a name from the list supplied by the Public Employment Relations Commission and the remaining name shall be appointed as the Advisory Arbitrator.
- c) The Arbitrator's function shall be to render an advisory opinion as to the right of the grievant to the relief sought.
- d) The Arbitrator's advisory decision shall be in writing and shall set forth the Arbitrator's findings of fact and conclusions, together with the reasoning by which such conclusions were reached.
- e) The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the cost.
- f) After review and consideration the Board shall accept or reject the advisory decision of the Arbitrator at its next regular meeting and shall notify the aggrieved party of its decision in writing within five (5) days of its decision.
- g) If, during the life of this Agreement, the Board rejects two (2) Advisory Arbitrator's decisions,

then the decision of the Arbitrator in the third, and each subsequent grievance, shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article 4 shall govern the binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.

h) In no event, whether the arbitration be advisory or binding, shall the Arbitrator have authority to modify, alter, amend or add to the terms of this Agreement.

5. a) If, in the judgment of the Association, a grievance affects a group or class of custodians at more than one (1) school, the Association may, not later than fifteen (15) school days following the occurrence thereof, submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two (2). The Association may process such a grievance through all levels of the grievance procedure.

b) If the group grievance pertains to custodians in one school, the grievance shall commence at Level One (1).

6. Inaction by anyone other than the aggrieved person(s) at Levels One (1) and Two (2) for the period specified for action shall be a basis for moving to the next level.

7. Inaction by the aggrieved person(s) within the time period specified for action at any level shall mean abandoning of the grievance and the matter will be settled on the terms of the last response.

8. During the pendency of any grievance, the grievant and all other custodians shall continue to perform all duties and responsibilities as required by the Board and administration until the matter has been fully litigated.

D. Rights of Employees to Representation

1. Employee and Association

Rights of any aggrieved person shall be protected as guaranteed by statute. Chapter 303, Public Laws 1968 as amended by C. 123, P.L. 1974.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968 as amended by c. 123, P.L. 1974, the parties hereby agree that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection, or to refrain from so doing.

B. Whenever any employee is required to appear before the Board concerning specific charges which could adversely affect the continuation of that employee's employment or the salary or any increase, then he/she shall be given prior written notice of the reasons one (1) week before such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee by the Superintendent or administrator shall be with pay until charges have been heard by the Board at a formal Board hearing.

C. Adverse criticism by an administrator of an employee and his/her job performance shall continue to be made in confidence and not in the presence of students, parents or other public gatherings.

D. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere in this Agreement, provided said rights do not limit or interfere in any way with the powers, duties and responsibilities of the Board under applicable law.

E. No employee shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee(s) is required to participate by the Board during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times on school premises for Association business only, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

D. The third Wednesday of each month will be set aside for Association meetings, which will start promptly ten (10) minutes after school dismissal. These meetings shall not be pre-empted by any other activity. The employee(s) shall have the right to attend meetings, but agree to make up the work time lost.

E. In the event of the closing of school due to a holiday or emergency, the Association shall hold its regular meeting ten (10) minutes after school dismissal on the following Wednesday immediately after the re-opening of school, subject to provisions of Paragraph D.

ARTICLE VI

WORKING CONDITIONS AND OVERTIME

A. The work week and hours shall be as follows:

1(a). A normal work week for full-time employees covered by this Agreement shall consist of five (5) days; namely, Monday, Tuesday, Wednesday, Thursday and Friday.

1(b). Employees initially hired as of July 1, 2002 and thereafter may be scheduled to work any five (5) of the seven (7) days of the week. The day position established in school year 2001-2002 continues to be scheduled to work any five (5) working days, Monday through Saturday.

1(c). The work week shall consist of forty (40) hours excluding one-half hour daily for lunch.

2. Whenever schools shall be closed because of snow, the Supervisor, Maintenance/Chief Custodian will consult by telephone or in person with each contracted employee. The time for reporting for duty or the amount of time that the employee is required to remain on duty to assist in the removal of snow will be discussed during the consultation. Upon completion of the snow removal and of such other daily routine tasks which may not have been previously completed, these employees will, with the consent of the Supervisor, Maintenance/Chief Custodian, be dismissed for the day.

3. If the start of a school day is subject to a delayed opening, and a night custodian is required to report to work for early morning snow clearance and then sent home with the expectation that he report later for his regular night shift, the morning snow clearance work period shall be no less than 2.5 hours paid at the rate of one and one-half (1.5) of custodian's regular hourly pay.

4. When a midweek shift change occurs, every effort shall be made to permit all night employees to begin their next shift at 10:00 a.m.; provided, however, that this accommodation cannot be made on snow days.

5. When schools are closed for one day during the week on Tuesday, Wednesday or Thursday, employees shall be permitted to work their regular shifts; provided, however, that this accommodation cannot be made on snow days, during Christmas recess or in cases of emergency.

B. Overtime

1. Overtime shall be paid in accordance with New Jersey Statutes.

2. Any full-time employee covered by this agreement called in to work in addition to his regular shift shall be paid at a rate of one and one-half (1.5) times his regular hourly pay for the time worked, except on a Sunday, as the sixth day in a work

week beginning on the previous Monday, the employee shall be paid double his regular hourly rate for the time worked.

3. If hours are worked over and above eight (8) hours and a person is ill later in the week, the hours will be counted as overtime. In the event it happens a second time within the same school year, the hours will not be counted as overtime unless a doctor's note is submitted.

ARTICLE VII

VACATIONS

Earned vacation benefits may be used throughout the calendar year, subject to administrative approval. Once a vacation request has been approved by administrators, said approval shall not be rescinded. Vacation benefits under this Agreement shall be as follows:

A. Twelve (12) Month Contract Employees

1. Ten (10) working days after one (1) year of service.
2. Fifteen (15) working days after five (5) years of service.
3. For employees who began contracted employment before July 1, 1999 - Twenty (20) working days after ten (10) years of service.

The years of service shall be determined by the anniversary date.

ARTICLE VIII

HOLIDAYS

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

Independence Day

Labor Day

Veteran's Day (providing schools are not in session)

Martin Luther King Day (providing schools are not in session)

N.J.E.A. Convention Day (1)

Thanksgiving Recess (two (2) days)

Christmas Eve (if Christmas Eve falls on a weekend, the employee shall be permitted to take a day off between December 26 and 30, provided he/she has obtained the prior approval of the Superintendent or his/her designee)

Christmas Day

The first working day after Christmas

New Year's Day

Good Friday

Memorial Day

*Floating holidays (four (4) days) Note: one (1) additional Floating Holiday shall be granted if schools are in session on Veteran's Day.

In the spring, prior to next school year in which these days are to be taken, the Superintendent shall establish a list of the school holidays which shall be available as these "Floating Holidays".

ARTICLE IX

ABSENCES AND LEAVES

A. Definitions

1. Sick leave shall be defined as stated in New Jersey Statute, 18A:30-1.

2. Leave of absence shall be defined to mean employee absence from duty because of reasons other than sick leave.

B. Sick Leave

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

- a) Contracted employment is for the full school year (July 1 - June 30). If an employee works less than a full school year, the number of days will be prorated based upon the number of months actually worked during the school year. If an employee has notified the Board that he/she is resigning during the work year and the employee had not otherwise utilized his/her annual allotment of sick days prior thereto, then sick leave shall be prorated for each month that he/she is employed during the year in question.

- b) Accumulated sick leave not used during any one (1) year will be credited as additional sick leave as needed in subsequent years.
- c) Individuals who utilize all of their accumulated sick leave shall be granted consideration for additional sick leave as defined in N.J.S. 18A:30-6.
- d) In accordance with the provisions of Chapter 168 of the Laws of 1967, whenever any custodian is absent from his/her post as a result of personal injury caused by an accident arising out of or in the course of employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one (1) calendar year. Such absence shall not be charged to the annual sick leave or the accumulated sick leave. The payments herein provided shall be made for absences during the waiting period and during such periods when the custodian shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statutes. Any salary or wages paid or payable to any custodian under this provision shall

be reduced by the amount of any Workmen's Compensation Award made for temporary disability. Whenever payments are made under this section to a custodian prior to the time when a temporary disability award shall be paid, then the custodian shall pay back to the Board the amount of such temporary disability payment or payments.

- e) Employees shall be given a written accounting of accumulated sick leave no later than October 15 of each school year, or as soon as possible thereafter.
- f) The Board of Education agrees to implement any state legislation so passed regarding unused sick leave for employees.
- g) Upon resignation from the district, only one sick day may be taken during the last two weeks of employment unless an original doctor's medical note substantiating an illness is submitted.

2. The Board of Education shall pay an employee, who has completed a minimum of fifteen (15) years of service in the district, twenty-eight percent (28%) of his accumulated sick leave, up to a maximum of \$4,000.00, upon actual age service or disability retirement, as defined by the Public Employees' Retirement System.

C. Leave of Absence

1. Personal Reasons

Category A

a) A contractual employee, full-time or employed to work more than one-half of a regular schedule for a full semester, may be granted up to two (2) days of absence without pay deduction as needed for personal reasons for the following specified proposes:

- 1) Marriage of oneself or immediate relative.
- 2) Legal transaction requiring presence (e.g., subpoena, closing on a house, or meeting with an attorney regarding a property settlement, criminal or civil action).
- 3) Professional examinations.
- 4) Religious holiday.
- 5) Emergency of a personal nature. [An emergency of a personal nature is a sudden, unanticipated event requiring immediate attention (e.g., pipes rupturing in house, family members need for assistance in getting emergency medical attention, breakdowns of auto -- no means of transportation to work)].
- 6) Physical examination (limited to full-time twelve (12) month employees).

b) A contractual employee desiring to use the privilege of absence for one of the reasons in paragraph (a) herein shall apply to the Supervisor,

Maintenance/Chief Custodian, in writing, at least one (1) week in advance of the contemplated absence stating the specific category for such absence. In matters of an emergency nature, he/she must inform the Supervisor, Maintenance/Chief Custodian, as soon as possible. All requests must be approved by the Superintendent, and he/she may require the submission of proof of reason prior to approval of requests for personal leave in Category A.

Category B

- a) A contractual employee, full-time or employed to work more than one-half of a regular schedule for a full semester, may be granted up to one (1) day of absence without pay deduction as needed for unspecified personal reasons.
- b) A contractual employee desiring to use the privilege of absence in Category B shall apply to the Supervisor, Maintenance/Chief Custodian, in writing, at least one (1) week in advance of the contemplated absence.
- c) Personal days applied for in this category may not be used on days immediately preceding or following

a school vacation or to create a four (4) day weekend.

2. Maternity Leave

- a) A maternity or child rearing leave arising therefrom not to exceed one (1) year shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request maternity leave without pay shall:
 - 1) Apply for leave within twelve (12) weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave and the expected date of here return.
 - 2) Supply the administration with a statement in writing, by her attending physician, attesting her ability to perform her duties satisfactorily and stating the commencing date of such disability.
 - 3) Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to a

specific date after birth set forth on her application.

- 4) Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.
- 5) A pregnant custodian shall, at her option to be exercised in writing prior to the commencement of her maternity leave, be entitled to accumulated sick leave pay standing to her credit, for that portion of her maternity leave commencing with the date as of which she is disabled by reason of her pregnancy from performing her duties satisfactorily and terminating upon the date she is able to resume satisfactory performance of her duties. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician and, at the option of the Board, by the written certification of a physician employed by the Board.

- 6) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
- 7) It is understood that a leave of absence for maternity need not be extended beyond the end of the contract year in which that leave is obtained. However, thirty (30) days prior to the end of the contract year, the custodian may apply for an extension of the leave if a full year has not been taken. It is understood that the extension will not be automatic. Reappointment shall not be denied on the basis of the pregnancy alone.
- 8) No custodian shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District providing she is certified by her physician to be able to perform her duties.

3. Paternity Leave

- a) A paternity leave not to exceed one (1) year shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request paternity leave without pay shall:
 - 1) Apply for leave within twelve (12) weeks of confirmation of the wife's pregnancy by her attending physician and state the commencement date of such leave and the expected date of return.
 - 2) Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time the paternity leave became effective, if such a position is available or, if not, to a substantially equivalent position, if available.
 - 3) It is understood that a leave of absence for paternity leave need not be extended beyond the end of the contract year in which that leave is obtained. However, thirty (30) days prior to the end of the contract year, the

custodian may apply for an extension of the leave if a full year has not been taken. It is understood that the extension will not be automatic. Reappointment shall not be denied on the basis of the paternity leave alone.

- 4) No custodian shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District.

4. Leave for Adoption

- a) A leave for adoption not to exceed one (1) year shall be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b) An employee intending to request leave for adoption without pay shall:
 - 1) Notify the Superintendent of Schools when the request for adoption has been placed.
 - 2) Submit notification of the custody date to the Superintendent of Schools and the Board immediately upon receipt of such date from the adoption agency.

- 3) It is understood that a leave of absence for adoption need not be extended beyond the end of the contract year in which that leave is obtained. However, thirty (30) days prior to the end of the contract year, the custodian may apply for an extension of the leave if a full year has not been taken. It is understood that the extension will not be automatic. Reappointment shall not be denied on the basis of the adoption leave alone.
- 4) No custodian shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District.

5. Absence for Bereavement

- a) In the case of the death of a parent, guardian, brother, sister, wife, husband, child or a relative living in the household as one of the immediate family, a custodian shall be granted a leave of absence without loss of pay not in excess of five (5) working days.
- b) In the case of the death of a father-in-law or mother-in-law, a custodian shall be granted a leave

of absence without loss of pay not in excess of three (3) workings day.

- c) In the case of the death of a son-in-law, daughter-in-law, brother-in-law or sister-in-law, a custodian shall be granted a leave of absence without loss of pay not in excess of two (2) working days.
- d) In the case of the death of a relative not a member of the immediate family or of a close friend, a custodian shall be granted one (1) day of leave without loss of pay for the day of the funeral.
- e) Leaves under these regulations must be with the approval of the Superintendent of Schools.
- f) If an employee has to travel out-of-state to a funeral, the Superintendent of Schools or his/her designee may grant an additional day of leave without loss of pay. Said determinations shall be made on a case-by-case basis.

6. Jury Duty

A night custodian shall be excused from work if the individual can document that he/she served jury duty for four or more hours during the day of the night shift.

7. Other Leaves

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

ARTICLE X

SALARIES

A. Salary Schedule

Schedule "A" which is attached hereto sets forth the Salary Schedule for the School Years 2003-2005 as negotiated and agreed to and said schedules are hereby made a part of this Agreement.

B. Stipend

In addition to the salary set forth in Section A, night employees shall receive an additional one thousand two hundred dollars (\$1,200.00) a school year and the lead person shall receive an additional one thousand six hundred dollars (\$1,600.00) a school year.

C. It shall be clearly understood by both parties that the salary schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment adjustment and/or increase. In the event the Board wishes to exercise such a right, it does so under the provisions of 18A:29-14 and N.J. Adm. Code Title 6, Chapter 24. Said decision to withhold an increase shall be subject to the grievance procedure.

D. When a payday falls on or during a school holiday, vacation or weekend, all contractual personnel shall receive their paychecks on the last previous working day.

ARTICLE XI

PROMOTIONS

A. Promotional Positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. All contractual employees will be notified of any opening by placing a notice in the custodial mailboxes located in the Board office. The designated Woodcliff Lake Education Association liaison for the custodial unit will also receive written notification. Those who desire to apply for such vacancies shall submit their applications in writing to the Board Secretary/School Business Administrator within the time limit specified in the notice.
2. The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
3. Announcements of appointments shall be made by placing a notice in the custodial mailboxes located in the Board office. A notice will also be sent to the Woodcliff Lake Education Association liaison.

ARTICLE XII

CLOTHING ALLOWANCES

Allowance - 1st Year Hired

- 5 Pairs of work pants.
- 6 Shirts (choice of long or short sleeves).
- 5 Summer shirts.
- 1 Jacket (choice of long, short or vest), water resistant with hood or hat, appropriate for winter wear.
- 1 Back support/safety belt.
- 1 Pair of work shoes (upon proof of expenditure the Board will reimburse per school year, each employee covered by this Agreement for 1 pair of work shoes with safety toes purchased by him/her in an amount not to exceed \$90.00; if said amount is unexpended, an employee shall have the right to purchase additional uniform materials and, upon proof of expenditure, shall be reimbursed up to \$90.00.)
- 1 Pair of boots appropriate for snow removal.
- 1 Pair of gloves appropriate for winter wear.
- Rain gear.

Maximum Allowance - All Years Subsequent to 1st Year of Employment - Provided Upon Employee Request

- 3 Pairs of work pants.
- 3 Shirts (choice of long or short sleeves).
- 4 Summer shirts.
- 1 Pair of work shoes (upon proof of expenditure the Board will reimburse each school year, each employee covered by this Agreement for 1 pair of work shoes with safety toes purchased by him/her in an amount not to exceed \$90.00; if said amount is unexpended, an employee shall have the right to purchase additional uniform materials and, upon proof of expenditure, shall be reimbursed up to \$90.00.)

Beginning with school year 1999/2000 all custodians are entitled to a water resistant winter jacket (choice of long, short or vest) which may be replaced every 5 years (e.g., 2004/2005, 2009/2010, 2014/2015).

IN ADDITION - The Board will also provide on an as-needed basis the following:

1. Gloves, appropriate for winter wear
2. Rain gear
3. Boots, appropriate for snow removal
4. Back support/safety belt

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

A. Black Seal License

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

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

B. Courses (May be college courses, adult education workshops or program, etc.)

Full-time contracted custodial personnel who participate in courses geared to improve performance in their immediate areas of assignment shall be reimbursed up to seventy-five dollars (\$75.00) per contract year, providing the courses have first been approved by the Superintendent of Schools and providing proof of successful completion of courses has been submitted to the Superintendent of Schools.

ARTICLE XIV

SEVERANCE PAY

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

ARTICLE XV

FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before June 15 of each year, the Board shall give to each employee either:

- a) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b) A written notice that such employment shall not be offered.

2. Reasons

Any employee who receives a notice of nonemployment may, within ten (10) days thereafter, request with the Board Secretary/Director of Business Affairs a written statement of reasons for the discharge. Such statement of reasons shall be delivered by the Board Secretary/Director of Business Affairs to the employee within ten (10) days of the filing of the request.

3. Informal Appearance

Any employee who has received a written statement of reasons shall be entitled to request an informal appearance before the Board of Education, provided a written request for an informal appearance is received in the office of the Board Secretary/Director of Business Affairs within five (5) days after receipt of the statement of reasons by the employee. Such appearance shall be held within twenty (20) days after the filing of such request. The employee may be accompanied at such appearance by a representative of the Association.

ARTICLE XVI

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Woodcliff Lake Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. If an employee desires to discontinue such deductions, he/she must give the notice required by the State Department of Education and the deduction will not be effective until the dates established by the State Department of Education.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues

shall give the Board written notice prior to the effective date of such change.

C. The Association shall indemnify and hold the Board, its members, employees and agents harmless, including the reimbursement of reasonable attorneys fees and costs of litigation, from any and all claims that may arise from this Article.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, political activities or association activities.

B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. This Agreement incorporates the total understanding of both parties to these negotiations.

D. This Agreement recognizes that the Board has the responsibility and authority to manage and direct on behalf of the

public all operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Any individual contract between the Board and an individual employee hereto 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.

G. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within forty-five (45) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, or considered for employment by the Board.

H. The Board and the Association agree that the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of an educational structure, change or innovation must necessarily be in a single body and that the Board by statutory mandate has been charged with such responsibility that should not be delegated, except as limited by this Agreement and Chapter 303 of the New Jersey Statutes.

I. Reduction in Force

Unless an employee is dismissed for lack of performance or other such reasons, each employee shall gain seniority for his/her years in the school district.

J. Wherever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to the Board at:

President, Woodcliff Lake Board of Education
Dorchester School
Woodcliff Lake, New Jersey 07677

2. If by the Board to the Association at:

President, Woodcliff Lake Education Association
Woodcliff School
Woodcliff Lake, New Jersey 07677

K. If the Board should decide at some future date to employ full time ten (10) month custodial personnel, then those individuals shall be covered by the provisions set forth in this Agreement.

L. 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 matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed the Agreement.

M. The failure of either party to exercise any right that may be specified in this Agreement shall not constitute a waiver of that right.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to both parties' right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

WOODCLIFF LAKE EDUCATION
ASSOCIATION

WOODCLIFF LAKE BOARD OF
EDUCATION

By: _____
President

By: _____
Margaret Struk
Board President

By _____
Secretary

By _____
Sheila P. Conroy, Board
Secretary/School Business
Administrator

SCHEDULE B

INSURANCE PROTECTION

A. HEALTH INSURANCE

At the beginning of each school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for Family Plan insurance coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) month period to insure uninterrupted participation and coverage.

1. The Board at its own expense, will maintain a Major Medical Expense Policy for all employees and their families, provided said employee is employed for at least thirty-five (35) hours per week.

2. The Board, at its own expense, will maintain a Hospital Major Medical Surgical Plan for all employees and their families, provided said employee is employed for at least thirty-five (35) hours per week.

2. The above insurance should be in accordance with coverage provided in 2001-2002.

B. DENTAL PLAN

1. On July 1 each employee covered by this Agreement may submit a signed voucher for the amount of \$400.00 to be applied against anticipated dental expenses.

2. Payment of these dental stipends shall be released on July 15th or as soon thereafter as possible but in no case later than October 15th, unless the employee has not been continuously employed for six (6) months.

3. The Board agrees to pay for single dental coverage. If this coverage exceeds the voucher amount in any year, the Board will be liable for the greater of the two.

4. The Employee may opt to have the Board pay for single dental coverage and may submit a voucher for any differential to be applied against anticipated dental expenses.

5. The employee may request family dental coverage, parent-child or husband-wife coverage. The Board will be liable for the voucher amount for single dental coverage, whichever is greater. The employee will pay the differential.

6. The voucher amount will be \$400.00.

C. OPTICAL COVERAGE

The Board agrees to reimburse anyone covered by this Agreement for upgrading eyeglasses from regular to safety lenses. The amount for this will not exceed \$100.00 per year per person.