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BOARD OF EDUCATION  
WOODCLIFF LAKE  
NEW JERSEY 07675

CUSTODIAL-MAINTENANCE AGREEMENT 1974-1975

1. Salary Guide for 1974-1975 - See Schedule "A"
2. Board of Education shall continue to provide at no cost to the Employee including dependent coverage: Hospitalization-Medical Surgical; Rider J and Major Medical Expense Insurance.
3. There shall be twelve (12) holidays - See Schedule "B"
4. Vacations: 10 working days after one year of service  
15 working days after five years of service  
20 working days after twelve years of service

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

5. It is agreed that the Board of Education shall, upon proof of expenditures, reimburse each employee covered by this agreement for work clothes purchased by him in an amount not to exceed \$75.00 per annum.
6. Any personnel covered by this agreement called in to work at times other than during their regular work days shall be paid a minimum of four hours straight time up to two hours and forty minutes. Above that time, overtime rate of 1.5 times the regular rate shall apply.
7. It is agreed there shall be no severance pay.
8. It is agreed that sixty (60) days notice of termination of employment shall be given by either party.
9. Longevity: Whenever an employee who is at maximum salary completes ten (10) years of service within the School District he shall receive an annual longevity increment of \$100.00 commencing with the eleventh (11) year of service and an additional annual increment of \$100.00 for each additional year of service.

e.g. if the maximum salary is \$9000.00 then commencing the 11th year of service in the district the total annual pay shall be \$9100.00; commencing the 12th year of service the annual pay shall be \$9200.00, etc.

In the event that the salary guide is increased in any given year, the current annual salary of an employee on longevity will be increased by the amount of increase on the maximum. The \$100 annual increment for longevity will then be added on in the usual manner.

Said increment shall commence upon the renewal date of the next contract following the applicable anniversary date of employment.

10. Sick Leave: A custodian shall be allowed fifteen (15) days of accumulated sick leave with full pay under the following conditions:

a) In accordance with existing law 18A:30-2, commencing with the first annual contract and from the opening day of the school year.

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

c) Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in 18A:30-1 et seq.

d) In accordance with the provisions of Chapter 168 of the Laws of 1967; whenever any custodian is absent from his post as a result of personal injury caused by an accident arising out of or in the course of his employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one 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.

e) 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 have been paid then the custodian shall pay back to the Board the amount of such temporary disability payment or payments.

f) Custodians shall be given a written accounting of accumulated sick leave no later than September 15 of each school year, or as soon as possible thereafter.

11. Temporary Leave of Absence:

A. 1. Personal Reasons

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

- 1) Marriage of oneself or immediate relative.
- 2) Legal transaction requiring presence.
- 3) Professional examinations.
- 4) Religious holiday.
- 5) Emergency of a personal nature.

## 2. Leave on Death:

a) In the case of 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 seven (7) days, Saturday, Sunday and legal holidays intervening will be counted within the seven (7) day period.

b) In the case of the death of a relative not a member of the immediate family, a custodian shall be granted one (1) day of leave without loss of pay for the day of the funeral.

c) For the death of a close friend, a custodian may be granted one (1) day of leave at full pay, for the day of the funeral.

d) Leaves under these regulations must be with the approval of the Superintendent of Schools.

## 3. Other Leaves:

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

## 12. Grievance Procedure:

### A. Definitions

1. The term "grievance" means a complaint by any custodian or group of custodians 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 the custodian or group of custodians. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

a) The failure or refusal of the Board to renew a contract of a non-tenure employee, except that appeal for renewal of contract ends with a hearing before the Superintendent of Schools. The grievant may appeal in writing to the Board of Education requesting an additional hearing. The Board shall respond to such a request in writing.

b) In matters where the Board is without authority to act.

### 2. Aggrieved person

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

### 3. Party in interest

The term "party in interest" is the person making the claim and any person 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 custodians. 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. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level one-Chief Custodian

A custodian with a grievance shall first discuss the matter orally with the chief custodian with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his grievance he may present his grievance in writing to the chief custodian within ten (10) school days, who will render his written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

4. Level Two-Superintendent

If the aggrieved person wishes to appeal from the decision of the chief custodian, a copy of the grievance and the decision shall be forwarded to the Superintendent within ten (10) school days. 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 chief custodian.

5. Level Three-the Board-Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level Two, he shall within ten (10) school days file with the Secretary of the Board of Education a notice of his appeal. The Board Secretary shall, upon receipt of such an appeal notify the Board, and the Board shall within ten (10) school days

presence of the aggrieved and/or his representative shall be required. The Board and the aggrieved 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 N.J.S.A. 18A:6-9.

6. Selection by anyone other than aggrieved person(s) at levels one and two for the period specified for action shall be a basis for moving to the next level.

D. Rights of Custodians to Representation

1. Custodians and Association

Any aggrieved person may be represented at each formal stage of the grievance procedure. At his option he may elect to have a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by either party against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

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.

4. 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.

13. Notice shall be given to the Custodial-Maintenance Association of proposed new positions and promotions as they occur in order that members may apply if qualified.
14. Whenever notices are required under terms of this agreement they shall be in writing and shall be mailed or delivered to the president of the Custodial-Maintenance Association or to the Secretary of the Board of Education, as the case may be.

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DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1975, subject to both parties right to negotiate over a successor agreement. 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 the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

Dated this 15<sup>th</sup> day of April, 1974.

Woodcliff Lake Custodial Association

Woodcliff Lake Board of

[Signature]  
President

[Signature]  
President

Attest: [Signature], Secretary

BOARD OF EDUCATION  
WOODCLIFF LAKE  
NEW JERSEY 07075

SCHEDULE "A"

Custodial-Maintenance Agreement 1974-1975 -  
Salary Guide

Step	Day Shift		Night Shift	
	Including Black Seal	Without Black Seal	Including Black Seal	Without Black Seal
1	\$6560.00	\$6410.00	\$6830.00	\$6680.00
2	6977.00	6767.00	7206.00	7056.00
3	7274.00	7124.00	7582.00	7432.00
4	7631.00	7481.00	7958.00	7808.00
5	7988.00	7838.00	8334.00	8184.00
6	8345.00	8195.00	8710.00	8560.00
7	8702.00	8552.00	9086.00	8936.00
8	9065.00	8915.00	9465.00	9315.00
Increments	6 @ \$357.00 1 @ 363.00		6 @ \$376.00 1 @ 379.00	

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SCHEDULE "B"

CALENDAR FOR 1974-1975 SCHOOL YEAR  
PAID HOLIDAYS  
CUSTODIAL-MAINTENANCE STAFF

Thursday	JULY 4, 1974	Independence Day
Monday	September 2, 1974	Labor Day
Monday	October 28, 1974	Veteran's Day
Thursday/Friday	November 28-29, 1974	Thanksgiving Recess
Wednesday	December 25, 1974	Christmas Day
Wednesday	January 1, 1975	New Year's Day
Monday	February 17, 1975	Washington's Birthday
Friday	March 28, 1975	Good Friday
Monday	May 26, 1975	Memorial Day

Two (2) additional holidays in accordance with the 1974-75 calendar adopted by the Board of Education and assigned by the Superintendent.