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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

The Board of Education

of

The Borough of Glen Rock

and

The Glen Rock Association of

School Secretaries

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1977-1978

1978-1979

1979-1980

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*Bergen*

PREAMBLE

THIS AGREEMENT is made and entered into on this            day  
of            by and between the GLEN ROCK BOARD OF EDUCATION,  
(hereinafter referred to as the "Board) and the GLEN ROCK  
ASSOCIATION OF SCHOOL SECRETARIES (hereinafter referred to as  
the "Association").

ARTICLE I  
PRINCIPLES

A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in ARTICLE II.

B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

C. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE II

RECOGNITION

A. The Board recognizes the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all members employed as: Clerical Aides, Switchboard Operator, Supplementary Secretaries, School Secretaries, Accounting Clerks, and Secondary School Executive Secretaries.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" shall mean a claim by any Employee or group of Employees that there has been an improper administrative decision with respect to the meaning, interpretation or application of the Agreement, Board of Education policies, or established administrative procedures affecting the terms and conditions of employment of the person (s) making the claim.

2. A grievance shall not apply when the contract of a non-tenured Employee is not renewed, nor shall the grievance procedure be invoked by a tenured Employee against whom charges have been brought pursuant to the provisions of the Tenure Employees Hearing Law with respect to the issue or issues on which such charges have been made.

3. Aggrieved Person - An "aggrieved person" is the person making the claim.

4. Party in Interest - A "party in interest" is the person or persons making the claim and any person included who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which

ARTICLE III continued:

may from time to time arise affecting employees. Both parties 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 - 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 may, however, be extended by mutual agreement.

2. A grievance shall be filed within thirty (30) school days of the date when a grievance is alleged to have arisen or within thirty (30) school days from the date when the Employee knew or ought to have known of the existence of the condition concerning which the grievance has been filed.

3. School Days - the "days" referred to in the grievance procedure shall mean "school days" which means any day in which the central office is open to transact business.

4. Level One - Principal or Immediate Superior - An Employee with a grievance shall first discuss it with her/his Principal or immediate Superior, with the objective of resolving the matter informally. The Principal or immediate Superior shall have five (5) school days to respond to the grievance.

5. Superintendent Level - Within five (5) school days after the date on which the Principal or immediate Superior

ARTICLE III continued:

responded or should have responded, if the matter is not settled, the grievant may reduce the grievance to writing and submit it to the Superintendent for consideration. The Superintendent shall have ten (10) school days to provide a written response to the grievance.

6. Board Level - Within five (5) school days after the date on which the Superintendent responded or should have responded, if the matter is not settled, the grievant may submit his written grievance to the Board. The Board shall have twenty (20) school days to respond in writing to the grievance. During such twenty day period, the parties may mutually schedule a hearing concerning the grievance in which instance a mutually scheduled time extension will be granted.

7. Arbitration Level - Within fifteen (15) school days after the Board responded or should have responded, if the matter is not settled, the grievant may through the Association submit the grievance to arbitration, and shall notify the Board in writing of such submission. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator and obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

ARTICLE III continued:

8. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be binding only if the grievance alleges an improper administrative decision with respect to the meaning, interpretation or application of this Agreement. All other grievances shall result in an advisory decision only.

9. The arbitrator's decision shall not alter, amend, add to or subtract from any of the provisions of this Agreement.

10. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



ARTICLE III continued:

D. Rights of Employees

1. Representation of Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by him or herself, at the employee's option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals - No reprisals of any kind shall be taken by the Board or by any member of the administration 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. Miscellaneous Written Decisions - Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

4. 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 III continued:

5. Forms - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. 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.

7. Year End Grievance for 10-month Employees - The time limits set forth hereinabove may be modified by mutual agreement so that the procedures may be utilized prior to the close of school with regard to grievances filed by 10-month Employees.

8. The Board recognizes the ruling of the Appellate Division mandating that the Association may pursue grievances. Such right is hereby afforded to the extent permitted by law.

ARTICLE IV

SALARIES

A. The salaries of all Employees covered by this Agreement for 1977-78 are set forth in Appendix "A".

B. Salaries of all Employees covered by this Agreement for 1978-79 are set forth in the nine step guides in Appendix "B". Reduction of this guide to nine steps shall be accomplished by placing all Employees who belong at maximum during 1978-79 onto the new Step 9, all Employees belonging at Step 9 onto the new Step 8, and so on, until all Employees have been placed onto the new guide at Steps 1 through 9, with the old Step 1 eliminated.

C. Effective July 1, 1979, the total wage package for Secretaries shall be equal to 6.5% of their guide salaries in effect as of May 1, 1979. This package shall include any increments. The salary guides for this package shall be of 8 steps with the reduction to be accomplished in the same manner as in paragraph "B" above, and shall be attached hereto as Appendix "C".

D. New Employees will be placed in the appropriate salary classification as advertised. Credit for past experience will be evaluated using the following standards.

1. Prospective Employees with no immediate past experience will be placed on Step 1 of the existing salary guide in the appropriate classification.

ARTICLE IV continued:

2. For prospective Employees with immediate and relevant past experience, salary guide credit will be allowed up to three (3) years.
3. At the discretion of the Superintendent, prospective secretarial Employees presenting extraordinary credentials may be hired higher than Step 4, but not at the maximum salary level, in the appropriate job classification.
4. Salary guide credit for past experience shall not be retroactive once the employee accepts a contract.

ARTICLE V

MODIFICATION OF AGREEMENT AND NEGOTIATIONS  
OF SUCCESSOR AGREEMENT

A. Negotiations shall begin not later than October 15, of the calendar year preceding the calendar year in which this Agreement expires. Not later than the fourth meeting both parties shall submit their proposals. Any proposal not submitted by the parties at that time shall not be negotiable until the present Agreement has expired and negotiations have begun for a successor Agreement.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party, may if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

D. By mutual agreement, this contract may be modified, the changes thereto being reduced to writing, and signed by the parties hereof.

ARTICLE VI

SECRETARIAL AND ASSOCIATION RIGHTS

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

B. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

ARTICLE VII

TERMS AND CONDITIONS OF EMPLOYMENT

A. Medical Insurance Coverage - All personnel covered by this agreement are entitled to the current coverage in the N. J. State Health Benefits Program not to exceed the following amounts in each year:

Full family coverage:	\$1,250
Husband and Wife coverage:	\$1,150
Parent and Child coverage:	\$ 800
Single coverage:	\$ 600

B. Dental Insurance - For each year in which this contract is in force, each Employee who chooses to participate in a Dental Plan shall be entitled to payment of \$100 toward the Employee's membership in this Dental Plan.

C. Vacations - Each employee in the negotiating unit covered by this Agreement shall be entitled to the following vacations, except that no person employed on a regular twelve (12) month contract basis prior to January 1, 1970, shall receive less than four (4) weeks summer vacation. Further, all ten (10) month contract employees who are employed prior to January 1, 1970, who receive twelve (12) month contracts in the future, shall receive four (4) week summer vacations. All twelve (12) month contract employees hired on or after January 1, 1970, will follow the vacation schedule as outlined below:

ARTICLE VII continued:

<u>Length of Service</u>	<u>Vacation Time</u>
Less than 5 years	2 weeks
5 years to less than 10 years	3 weeks
10 or more years	4 weeks

D. Holidays - In addition to the vacations specified in C, there shall be continued to be granted the established holidays as indicated in the adopted school calendar for each pertinent year. During inter-session weeks, each person will be expected to work at least one full working day and in addition thereto, may be required to work up to one additional day during either the Spring or Winter recess periods at the discretion of the Superintendent. Employees shall receive thirty (30) days notice of the scheduling of this additional day; in the event less than thirty days notice is provided, scheduling shall be at mutual assent of Employee and administration. If an Employee is scheduled for two days in one week, those days shall be consecutive.

E. Inclement Weather - All personnel covered by this Agreement shall not be required to report to their jobs on days when inclement weather causes the Glen Rock schools to be closed.

F. The base week is the week on which the salary is based, and is 37½ hours.

1. The work week is 35 hours.
2. From July 1 until the beginning of the last week before school opening in September, the work week



ARTICLE VIII continued:

is 34½ hours which reflects a ½ hour early departure on Friday.

3. Any Employee will work longer upon request.

4. Abuse of 1, 2, 3 is grievable.

G. The work year for ten month personnel will be from September 2 through June 30.

H. Attendance at Workshops, Conferences and Seminars -

1. The Board recognizes that it shares with its Secretarial staff responsibility for the up-grading of performance and attitudes.

2. The Board may provide for the payment of registration fees and mileage for school secretaries who choose to attend Secretarial Workshops, Conferences and Seminars during the school year, with approval of the immediate administrative Supervisor and subject to the recommendation of the Superintendent and approval of the Board of Education.

I. Assigned Duties - An Employee of this unit shall not be required to supervise pupils at any work location except in the event of an emergency.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Association - The Board agrees that up to one (1) employee designated by the Association shall upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates, N.A.E.S. and N.J.A.E.S.

B. Military

1. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

2. A similar leave shall be granted to the spouse of any employee who is so inducted involuntarily to join him/her for the period not to exceed two years.

C. Maternity - The Board shall grant maternity leaves in compliance with current New Jersey Statutes and/or court interpretations.

D. Illness in Family - A leave of absence without pay of up to one (1) year shall be granted at the Board's option, for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Immediate family will cover: spouse,

ARTICLE VIII continued:

children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.

E. Political - The Board shall grant a leave of absence without pay to any one employee to campaign for himself or herself, or serve in a public office.

F. Good Cause - Other leaves of absence without pay may be granted by the Board for a good reason.

G. Return from Leave

1. Salary - Upon return from leave granted pursuant to B1 of this ARTICLE, an employee shall be considered as if she/he were actively employed by the Board during the leave, and shall be placed on the salary schedule at the level she/he would have achieved if she/he had not been absent. An employee shall not receive increment for time spent on a leave granted pursuant to A, B2, C, D, E and F.

2. Benefits - All benefits to which an employee was entitled at the time her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to her/him upon her/his return, and she/he shall be assigned to a similar position which she/he held at the time said leave commenced.

H. Extensions and Renewals - All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE IX  
SAVING CLAUSE

A. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall be null and void. In such event, all other provisions of this Agreement shall continue in effect.

B. The grievances or law suits which are pending as of the date of execution of this Agreement regarding the placement of Employees onto secretarial guides during the 1977-78 school year shall be withdrawn and not re-filed.

ARTICLE X  
BOARD'S RIGHTS

A. The Board hereby retains and reserves unto itself all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and the constitution of the State of New Jersey and the United States.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policy, rules, regulations, and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this agreement and then only to the extent such specific and expressed terms are in conformance with the constitution and the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

ARTICLE XI

DURATION

A. The provisions of this Agreement shall be effective as of July 1, 1977, and shall remain in full force and effect until June 30, 1980, and shall be binding upon the parties hereto when signed by the respective presidents of the parties hereto.

GLEN ROCK BOARD OF EDUCATION

BY \_\_\_\_\_  
PRESIDENT

GLEN ROCK ASSOCIATION OF SCHOOL SECRETARIES

BY \_\_\_\_\_  
PRESIDENT

## APPENDIX A

## SALARY GUIDE 1977-78

## 12 Month Secretaries

<u>Step</u>	<u>#1 Clerical Aides &amp; Switchbd. Op.</u>	<u>#2 Supplementary Secretaries</u>	<u>#3 School Sec'y &amp; Acctng. Clerks</u>	<u>#4 Secondary School Exec. Secretaries</u>
1	6460	6738	7114	
2	6724	7011	7445	
3	6988	7285	7776	
4	7250	7558	8110	
5	7514	7832	8441	
6	7775	8105	8774	
7	8039	8404	9105	
8	8303	8704	9437	
9	8565	9003	9770	11578
10	8984	9302	10245	12140

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APPENDIX A

SALARY GUIDE 1977-78

GUIDE "1-10-months"

Step	1	5653
	2	5883
	3	6114
	4	6344
	5	6574
	6	6803
	7	7034
	8	7265
	9	7494
	10	7861

GUIDE "2-10-months"

Step	1	5896
	2	6134
	3	6374
	4	6613
	5	6852
	6	7092
	7	7353
	8	7616
	9	7878
	10	8139

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APPENDIX B  
 SALARY GUIDE 1978-79  
 12 Month Secretaries

<u>Step</u>	#1 <u>Clerical Aides &amp; Switchbd. Op.</u>	#2 <u>Supplementary Secretaries</u>	#3 <u>School Sec'y &amp; Acctng. Clerks</u>	#4 <u>Secondary School Exec. Secretaries</u>
1	7170	7476	7939	
2	7452	7769	8292	
3	7731	8060	8649	
4	8013	8352	9002	
5	8291	8643	9357	
6	8573	8962	9710	
7	8855	9282	10064	
8	9134	9601	10420	12345
9	9581	9920	10926	12948

APPENDIX B  
SALARY GUIDE 1978-79  
GUIDE "1-10 months"

Step 1	6273
2	6519
3	6765
4	7010
5	7254
6	7501
7	7747
8	7992
9	8383

GUIDE "2-10-months"

Step 1	6541
2	6797
3	7052
4	7307
5	7563
6	7841
7	8122
8	8401
9	8680

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