

N-3001

A G R E E M E N T

between

The Board of Education of

The Borough of Glen Rock, County of Bergen,

and

The Glen Rock Maintenance-Custodial Association

1970 - 1971

T A B L E O F C O N T E N T S

	<u>Page</u>
Preamble	i
Article I - Principles	1
Article II - Recognition	2
Article III - Grievance Procedure	3
Article IV - Salaries	8
Article V - Modification of Agreement and Negotiation of Successor Agreement	10
Article VI - Employee and Association Rights	12
Article VII - Terms and Conditions of Employment	13
Article VIII - Saving Clause	18
Article IX - Duration	19
Appendix A - Positions Covered by Agreement	(a)
Appendix B - Maintenance/Custodial Salary Guide 1970-1971	(b)

A R T I C L E I

PRINCIPLES

Section 1. 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 Appendix "A" attached hereto and made a part hereof.

Section 2. 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.

Section 3. 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adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement.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 pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

A R T I C L E I I

RECOGNITION

Section 1. 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 employees in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

A R T I C L E I I I

GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance shall mean a claim by a staff member that there has been to him or her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy or this agreement governing employees which relates to or involves the employee and the exercise of the duty assigned to him.

Staff member shall mean any regularly contracted employee of the Board of Education employed in the classifications set forth in Appendix "A".

Immediate supervisor shall mean the person who has the responsibility for immediate, direct administration of the staff member.

Representative shall mean counsel or other persons of his choice designated in writing by the staff member, the immediate supervisor, the superintendent or the Board.

School day shall mean a day in which the central office is open to transact business.

Section 2. General Provisions

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

A staff member shall have the right to present his complaint or represent another staff member in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

A staff member shall have the right to be represented at any stage of the procedures by persons of his own choice.

Each party shall have access to all written statements and records pertaining to such case.

All hearings shall be confidential.

It shall be the responsibility of the superintendent of schools to take such steps as may be necessary to give force and effect to these procedures.

At each step of the procedures, if differences are not resolved within the prescribed time, the staff member has the right to move directly to the next stage.

The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, policies and this agreement which relate to or affect the employee in the performance of his duties. They are not designed to be used for changing such policies and regulations or establishing new ones.

Section 3. Procedures

Informal Stage

Any staff member who has a grievance shall present his complaint to his immediate supervisor or directly to his

principal in an attempt to resolve the matter informally at that level. A grievance under this procedure must be initiated by the employee within one month of its occurrence.

If differences are not satisfactorily resolved in five (5) school days through this informal conference, then the staff member shall set forth his grievance in writing, stating the nature of the grievance, the nature and extent of the injury, loss or inconvenience, the results of previous discussions, and his dissatisfaction with decision previously rendered, and bring the matter to the person next in administrative responsibility.

Such administrator shall render his determination in writing, and forward copies to the staff member and the supervisor, within five (5) school days after it is brought to his attention in accordance with the preceding paragraph.

If the matter is not satisfactorily resolved at this stage, the staff member may proceed to the next stage.

Formal Stage

The staff member shall initiate this stage by making a written request to the superintendent of schools (with copies for the Board of Education and all others involved), for review and determination in a formal hearing. Such request shall be made within five (5) school days after a determination has been rendered at the preceding stage.

The superintendent shall within two (2) school days notify all parties involved to submit written statements to him within five (5) school days of notification (with copies for the Board of Education and all others involved), setting forth the specific nature of the complaint, the facts relating thereto, the determination previously rendered and the name of representative (if any). The superintendent shall also notify all parties concerned of the time and place the formal hearing will be held where such parties may appear and present oral and/or further written statements supporting their position. Such hearing shall be held within ten (10) school days following the period allotted for submitting written statements to the superintendent.

The superintendent shall render his determination in writing to all parties involved, with copies to the Board of Education and the Association, within ten (10) school days after all evidence, oral and written, has been presented to him.

If the matter is not satisfactorily concluded at this stage, the staff member may proceed to the appeal stage.

Appeal Stage

The staff member shall initiate the appeal stage by making a written request to the Board of Education within five (5) school days of receiving the superintendent's written determination.

The President of the Board of Education shall request

the superintendent to submit all written records of the case.

A hearing shall be held within fifteen (15) school days of the receipt of the appeal by the President of the Board.

The staff member, the immediate supervisor, the superintendent and their representatives (if any) shall have the right to be present and to present testimony at such hearing.

The Board may also require the presence and testimony of any other person it so desires.

Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a final decision, which shall be conclusive except for appeals as may be provided for under New Jersey statutes.

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.

A R T I C L E I V

SALARIES

Section 1. The salaries of all employees covered by this agreement are set forth in Appendix "B".

Section 2. The regular work week shall be forty (40) hours. All hours over forty (40) hours in any week or over eight (8) hours in one day shall be paid at the following rate:

Weekdays	--	1½ x basic hourly rate
Saturdays	--	1½ x basic hourly rate
Sundays	--	2 x basic hourly rate
Holidays	--	2 x basic hourly rate

Section 3. All increments shall be granted on July 1. Any employee appointed prior to January 1 of the school year shall receive a full increment on the following July 1. Any employee appointed between January 1 and April 1 shall receive one-half of the regular increment on the following July 1. No increment shall be given on July 1 to any employee appointed between April 1 and that July 1.

Section 4. Boiler pay in the amount of \$200 per boiler for which he is responsible will be awarded annually to each Head Custodian and the Junior-Senior High School Night Supervisor, and paid in regular semi-monthly installments during the school year.

Section 5. A uniform allowance of \$50.00 will be awarded annually to all employees covered by this agreement. Should an employee resign before the termination of the contract year, this amount will be deducted from his final paycheck. New employees with contracts for at least six months of service but less than ten months of service will be entitled to a \$25.00 uniform allowance.

A R T I C L E V

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. Not later than October 15, 1970, the Board agrees to enter into negotiations with the Association over a Successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

Section 2. During negotiations the parties initial proposals shall be submitted in writing to the other party. Receipt of a proposal will be accomplished when delivery has been made to the Secretary of the Board or the President of the Association, personally or by certified mail. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) school days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, 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.

Section 3. 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.

Section 4. A committee of administrators and the Association's negotiating committee shall meet monthly if either party requests it for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party shall submit to the other, at least three (3) school days prior to the meeting, an agenda covering matters they wish to discuss. Minutes of such meetings will be forwarded to the President of the Board of Education.

Section 5. By mutual agreement, this contract may be modified, the changes thereto being reduced to writing, and signed by the parties hereof.

A R T I C L E V I

EMPLOYEE AND ASSOCIATION RIGHTS

Section 1. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board covered by this agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and interest.

Section 2. 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.

A R T I C L E V I I
T E R M S A N D C O N D I T I O N S O F E M P L O Y M E N T

Section 1. Sick Leave Policy

Sick leave is hereby defined to mean the absence from his or her post of duty of any employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his or her immediate household.

In case of sick leave claimed, the Board of Education or the Superintendent of Schools may require a physician's certificate to be filed with the Secretary of the Board of Education. When the illness extends beyond the seventh calendar day and sick leave is being claimed, the employee shall send or cause to be sent to the Superintendent of Schools a doctor's certificate indicating the nature and extent of the illness.

All employees covered by this agreement shall be allowed sick leave with full pay for twelve days in any school year, except that ten month employees shall be allowed ten days in any school year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

After the above allowed sick leave has been used, the employees covered by this agreement shall be allowed additional sick leave according to the following schedule:

<u>Salary schedule experience</u>	<u>Full pay</u>	<u>Half pay</u>
1 to 4 years inclusive	5 days	10 days
5 to 14 years inclusive	10 days	15 days
15 years and over	15 days	20 days

This additional leave allowed covers one full school year and is not accumulative.

After all sick leave allowed above has been used, for thirty days thereafter employees shall receive the difference between their daily pay and their substitute's pay, up to a maximum of \$10 per day.

After this has been used, complete and full deductions of the employee's daily or monthly salary may be placed into effect at the discretion of the Board of Education.

The Board of Education may at its discretion extend the above sick leave policy in individual cases.

All employees who enter the Glen Rock school system after September, 1955, shall receive credit for sick leave accumulated in their former school of employment up to a maximum accumulation of twenty days.

All sick leave shall be governed by applicable State law.

All days referred to are working days.

Section 2. Emergency Leave Policy

An emergency day is granted with pay for an absence that is not personal illness. This may be a family emergency day, serious illness in the family, moving to a new house, day

in court, etc.

Any absences that are not personal illness days, over and above this one emergency day, on occasion extended to two days for serious family illness, will meet with a deduction in pay based on the employee's salary. The amount paid for substitution will have no bearing on this deduction.

Three days of absence with pay will be granted for the death of a member of the immediate family of an employee covered by this agreement.

Immediate family is defined to include spouse, parent, sister, brother, children, or a person living in the household of the employee.

Section 3. Vacations

Each employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

<u>Length of Service to July 1</u>	<u>Vacation Time</u>
Less than six (6) months	One (1) week
Six (6) months or more but less than five (5) years	Two (2) weeks
Five (5) years or more but less than fifteen (15) years	Three (3) weeks
More than fifteen (15) years	Four (4) weeks

The above provision shall not apply to an employee whose contract year covers only ten months.

Section 4. Holidays

The following holidays shall be granted with pay to all employees covered by this Agreement:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the following Friday

Christmas Eve -- one-half day

Christmas Day

Extra days:

Two (2) additional days off during Christmas vacation

One (1) additional day off during mid-winter recess

One (1) additional day off during spring recess

If a holiday falls on a Saturday or Sunday, the employees shall be entitled to the Friday preceding or the Monday following, as the Board may decide, in its stead.

Section 5. Tenure

After successful completion of three years of continuous service each employee in the negotiating unit shall be appointed for an unfixed term so that provision will be made for the tenure protection available to such employees in accordance with the terms of R. S. 18A:17-3 and R. S. 18A:17-4.

Section 6. Insurance Protection

The Board shall provide the health care insurance protection designated below and shall pay the full premium for each employee and for full family plan coverage.

a. Blue Cross - Blue Shield - Rider J

b. Major Medical

This coverage may be provided with the concurrence of both parties through the "New Jersey Public and School Employees Health Benefits Plan."

No later than July 1, 1970 the Board shall provide each employee a description of the health care insurance coverage provided under this section.

A R T I C L E V I I I

SAVING CLAUSE

Section 1. 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.

A R T I C L E I X

DURATION

Section 1. The provisions of this Agreement shall be effective as of July 1, 1970, and shall remain in full force and effect until June 30, 1971, 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 MAINTENANCE-CUSTODIAL
ASSOCIATION

By _____
 President

A P P E N D I X A

POSITIONS COVERED BY THE AGREEMENT

Assistant Supervisor Maintenance-Custodial Services
Head Custodians - Elementary Schools
Head Custodian - Junior-Senior High School
Night Supervisor Custodian - Junior-Senior High School
Skilled Maintenance
Regular Maintenance
Custodian
Matron
Courier

A P P E N D I X B

MAINTENANCE-CUSTODIAL SALARY GUIDE -- 1970-71

C U S T O D I A L

<u>Step</u>	<u>Custodian</u>	<u>Elem. Head Custodian</u> <u>JHS-HS Night Supervisor</u>	<u>JHS-HS Head Custodian</u>	<u>Courier</u>	<u>Matron*</u>
1	6,000	6,600	7,200	5,500	4,000
2	6,200	6,800	7,400	5,700	4,200
3	6,400	7,000	7,600	5,900	4,400
4	6,600	7,200	7,800	6,100	4,600
5	6,800	7,400	8,000	6,300	4,800
6	7,000	7,600	8,200	6,500	5,000
7	7,200	7,800	8,400	6,700	5,200
8	7,550	8,150	8,750	6,900	5,400

M A I N T E N A N C E

<u>Step</u>	<u>Regular Maintenance</u>	<u>Skilled Maintenance</u>	<u>Assistant Supervisor</u>
1	6,200	7,200	7,800
2	6,400	7,600	8,100
3	6,600	8,000	8,400
4	6,800	8,400	8,700
5	7,000	8,600	9,000
6	7,200	8,800	9,300
7	7,400	9,000	9,600
8	7,750	9,350	10,000

NOTE: All salary schedules are for twelve-month periods, forty hours per week, except as noted.

* 10-month position (Matron)

Shift Differential: A differential of \$200 per school year, or pro-rated part thereof for newly employed persons, shall be paid to all employees covered by this agreement whose regular tour of duty begins between the hours of 12:01 p.m. and 5:59 a.m. The differential shall be pro-rated and paid over a twelve-month period and shall not constitute part of the base contract salary of the employee.