

4-0492

02-22

L I B R A R Y
Institute of Management &
Labor Relations

JUL 29 1985

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

The Board of Education

of

The Borough of Glen Rock Board of Education

and

~~The~~ Glen Rock Education Association

(See attached)

X 1984-1987

THIS DOES NOT
CIRCULATE

PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the Glen Rock Education Association (hereinafter referred to as the "Association"), and is effective as of July 1, 1984.

ARTICLE 1

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 ARTICLE 2.

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adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.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

ARTICLE 2
RECOGNITION

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 Clerks and Secretaries.

ARTICLE 3
GRIEVANCE PROCEDURE

Section 1. Definitions

1.1 The Term "grievance" shall mean a claim by any Employee and/or the Association 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.

1.2 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.

Section 2. 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3. Procedure

3.1 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.

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

3.3 Levels One and Two - The Association and/or the Employee shall initiate the complaint by setting forth the grievance in writing, stating the nature of the grievance and the relief sought. The written grievance must be filed with the Employee's immediate supervisor within thirty (30) calendar days of the time the Employee knew or should have known of the condition and/or event. The immediate supervisor shall have five (5) school days to respond to the grievance.

ARTICLE 3 (continued)

If the immediate supervisor is not the principal, there shall be a Level Two appeal to the principal available to the Employee and/or the Association within five (5) school days after the response is due from the Level One appeal. The principal shall have five (5) school days to respond to the grievance.

3.4. Superintendent Level - Within five (5) school days after the date on which the Level One or Level Two response should have been received and if the matter is not settled, the grievant may submit the grievance in writing to the Superintendent. The Superintendent shall have ten (10) school days to provide a written response to the grievance.

3.5 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 the 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.

3.6 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 the Association 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 PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

ARTICLE 3 (Continued)

3.7 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 the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator shall be limited to the issues submitted and shall consider nothing else. 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.

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

3.9 The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will for the first two arbitrations be borne equally by the Board and the Association. In any additional arbitrations, all such costs will be borne by the Association if the arbitrator upholds the Board's decision and by the Board if the Association's grievance is sustained.

Section 4. Rights of Employees

4.1 Representation of Employee and Association - Any grievant may be represented at all stages of the grievance procedure by him or herself, by the Association, and/or a representative selected by the Employee. When an Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE 3 (Continued)

4.2 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.

4.3 Miscellaneous Written Decisions - Decisions rendered at any Level which are unsatisfactory to the grievant shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

ARTICLE 4

SALARIES

Section 1. The salaries of all Employees covered by this Agreement for 1984-85 are set forth in Appendix "A", for 1985-86 are set forth in Appendix "B." and for 1986-87 are set forth in Appendix "C."

Section 2. New Employees will be placed in the appropriate salary classification as advertised. Credit for past experience will be evaluated using the following standards.

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

2.2 For prospective Employees with immediate and relevant past experience, salary guide credit will be allowed up to three (3) years.

2.3 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.

2.4 Salary guide credit for past experience shall not be retroactive once the Employee accepts a contract.

ARTICLE 5

INSURANCE

Section 1. Medical Insurance.

All Employees covered by this Agreement are entitled to the following premium payment by the Board of Education in the Public and School Employees Health Benefits Program:

Full premium cost on the individual Employee and

Full premium cost for all dependents.

Section 2. Dental Insurance - The Board shall provide full dental and orthodontic coverage for each Employee and family.

ARTICLE 6
SEPARATION PAY

Section 1. Requirements

1.1 Upon **voluntary** termination of employment, any Employee shall be eligible for separation pay if the Employee resigns or retires and has been employed as a secretary in Glen Rock for at least 10 years.

1.2 **Separation pay shall be based on accumulated, unused sick leave. For employees hired subsequent to June 30, 1984, separation pay shall be based on unused sick leave accumulated only in Glen Rock.**

Section 2. Rate of Payment

2.1 The Employee shall receive \$25 per day for each day of accumulated, unused sick leave.

2.2 The maximum payment upon termination of employment shall not exceed \$3,500 regardless of the number of sick days accumulated.

Section 3. Procedures for Payment

3.1 Notice of application for separation pay must be given in writing to the Superintendent at least 60 days in advance of the termination date.

3.2 Separation pay shall be paid in the July or January following separation.

3.3 For purposes of calculating separation pay when a contract year is not completed, the Employee shall receive credit for one day of sick leave for each month completed prior to separation.

ARTICLE 7

TUITION REIMBURSEMENT & ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

Section 1. Tuition Reimbursement - Employees covered by this Agreement shall receive reimbursement of tuition costs for courses to upgrade skills which are directly related to the Employee's desk. Such courses must have prior approval of the Employee's supervisor and the Superintendent. Reimbursement is dependent upon a grade of C or better in the course and submission of receipts and course grades within two (2) months of the last meeting of the course.

Section 2. Attendance at Workshops, Conferences and Seminars

2.1 The Board recognizes that it shares with its Secretarial staff responsibility for the upgrading of performance and attitudes.

2.2 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.

ARTICLE 8

MODIFICATION OF AGREEMENT AND NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 1. As prescribed by law, 120 days prior to election, the Board agrees to enter into negotiations with the Association over a successor Agreement.

Section 2. 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.

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

ARTICLE 9

SECRETARIAL, ASSOCIATION AND MANAGEMENT RIGHTS

Section 1. 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, and in concert with fellow members engage in those activities enumerated in said Act, or to refrain from any and all such activities.

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 nor interrupt normal school operations.

Section 3. Management Rights.

3.1 The Board retains and reserves unto itself, without limitation, 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 of the United States.

3.2 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 10

VACATIONS AND HOLIDAYS

Section 1. Vacations - Each 12-month Employee in the negotiating unit covered by this Agreement shall be entitled to the following vacations:

	<u>Length of Service Vacation Time</u>
Less than 4 years	2 weeks
4 years to less than 8 years	3 weeks
8 or more years	4 weeks

Section 2. Holidays - In addition to the vacations specified in **Section 1**, 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 one full working day

ARTICLE 11

SICK LEAVE

All twelve-month Employees covered by this Agreement shall be permitted sick leave with full pay for up to twelve (12) days in any school year.

ARTICLE 12

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 13

NOTICE OF VACANCIES

Section 1. All vacancies in office positions shall be adequately publicized by the Superintendent.

Section 2. Prior to seeking outside applications, a notice shall be posted in each school and hand delivered to the Association no less than seven (7) days before the final date when applications must be submitted. Such notice shall include the title of the position, the qualifications for the position, and the method of determining compensation.

ARTICLE 14

WORK TIME

Section 1. The base week is the week on which the salary is based, and is 37½ hours.

1.1 The work week is 35 hours.

1.2 From July 1 until the beginning of the last week before school opening in September, the work week is 34 hours which reflects an hour early departure on Friday.

1.3 Any Employee will work longer upon request.,

1.4 Abuse of 1.1, 1.2, or 1.3 is grievable.

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

Section 3. 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.

ARTICLE 15

EXTENDED LEAVES OF ABSENCE

Section 1. Association Service or Public Office - The Board agrees that up to two (2) Employees 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., or to campaign for and serve in a public office.

Section 2. Military

2.1 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.

2.2 A similar leave shall be granted to any Employee whose spouse is so inducted to join the spouse for the period not to exceed two years.

Section 3. Anticipated Disability - The Board shall grant anticipated disability leaves in compliance with current New Jersey Statutes and/or court interpretations.

Section 4. 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, children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.

Section 5. Good Cause - Other leaves of absence without pay may be granted by the Board for a good reason.

Section 6. Return from Leave

6.1 Salary - Upon return from **military** leave the Employee shall be placed on the salary schedule at the level the Employee would have achieved if the Employee had not been absent. An Employee shall not receive increment for time spent on a leave granted pursuant to Sections 1, 2.2, 3, 4, and 5.

ARTICLE 15 (Continued)

6.2 Benefits - All benefits to which an Employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the Employee upon returning to work, and the Employee shall be assigned to a similar position to that held at the time said leave commenced.

Section 7. Extensions and Renewals - All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE 16

SAVING CLAUSE

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.

ARTICLE 17
REPRESENTATION FEE

Section 1. Purpose of Fee. If a Employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

Section 2. Amount of Fee. Prior to the beginning of each membership year, the association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

Section 3. Deduction and Transmission of Fee. The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin 30 days after the Employee begins his or her employment in a bargaining unit position.

Section 4. Termination of Employment. If a Employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

Section 5. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 6. Indemnification and Save Harmless Provision.

6.1 Liability. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE 18

DURATION

The provisions of this Agreement shall be effective as of July 1, 1984 and shall remain in full force and effect until June 30, 1987, and shall be binding upon the parties hereto when signed by the respective presidents of the parties hereto.

GLEN ROCK BOARD OF EDUCATION

By Helen Searby
1st VICE President

Date 6/28/84

GLEN ROCK EDUCATION ASSOCIATION

By Edward J. Butler
President

Date 7/17/84

APPENDIX "A"

SALARY GUIDE 1984-85

12-month Secretaries

	I <u>Supplementary</u>	II <u>Community School</u>	III <u>School</u>	IV <u>Elementary Exec.</u>	V <u>Secondary Exec.</u>
1	10,647	10,947	11,358	11,858	13,442
2	11,042	11,342	11,842	12,342	14,015
3	11,441	11,741	12,322	12,822	14,582
4	11,834	12,134	12,803	13,303	15,154
5	12,267	12,567	13,284	13,784	15,721
6	12,702	13,002	13,763	14,263	16,292
7	13,135	13,435	14,247	14,747	16,862
8	13,568	13,868	14,935	15,435	17,679
9	14,042	14,342	15,456	15,956	18,299

	VI <u>12-month Clerk</u>	VII <u>10-month Clerk</u>	VIII <u>10-month Secretary</u>
I	10,218	8,950	9,328
2	10,596	9,285	9,674
3	10,979	9,617	10,021
4	11,357	9,950	10,367
5	11,739	10,283	10,746
6	12,123	10,618	11,128
7	12,502	10,950	11,507
8	13,107	11,481	11,883
9	13,565	11,883	12,300

APPENDIX "B"

SALARY GUIDE - 1985-86

12-month Secretaries

	I <u>Supplementary</u>	II Community <u>School</u>	III <u>School</u>	IV Elementary <u>Exec.</u>	V Secondary <u>Exec.</u>
1	11,301	11,920	12,056	13,087	14,269
2	11,720	12,339	12,570	13,601	14,878
3	12,144	12,763	13,080	14,111	15,480
4	12,562	13,180	13,591	14,622	16,087
5	13,021	13,640	14,101	15,132	16,690
6	13,483	14,102	14,610	15,641	17,296
7	13,943	14,562	15,124	16,155	17,901
8	14,403	15,022	15,855	16,886	18,769
9	14,906	15,525	16,408	17,439	19,427

	VI 12-month <u>Clerk</u>	VII 10-month <u>Clerk</u>	VIII 10-month <u>Secretary</u>
1	10,845	9,499	9,900
2	11,247	9,855	10,268
3	11,654	10,207	10,636
4	12,055	10,561	11,004
5	12,461	10,914	11,406
6	12,868	11,270	11,812
7	13,271	11,623	12,214
8	13,913	12,187	12,614
9	14,400	12,614	13,056

APPENDIX "C"

SALARY GUIDE 1986-87

12-month Secretaries

	I <u>Supplementary</u>	II <u>Community School</u>	III <u>School</u>	IV <u>Elementary Exec.</u>	V <u>Secondary Exec.</u>
1	12,018	12,677	12,821	14,218	15,176
2	12,464	13,122	13,368	14,765	15,824
3	12,915	13,573	13,911	15,308	16,464
4	13,360	14,017	14,454	15,851	17,110
5	13,848	14,507	14,997	16,394	17,752
6	14,340	14,998	15,539	16,936	18,397
7	14,829	15,488	16,086	17,483	19,040
8	15,318	15,977	16,863	18,260	19,964
9	15,854	16,512	17,452	18,849	20,664
	VI <u>12-month Clerk</u>		VII <u>10-month Clerk</u>		VIII <u>10-month Secretary</u>
1	11,533		10,101		10,527
2	11,960		10,479		10,919
3	12,394		10,854		11,310
4	12,820		11,231		11,702
5	13,252		11,606		12,130
6	13,685		11,985		12,562
7	14,114		12,361		12,989
8	14,797		12,961		13,415
9	15,315		13,415		13,885

APPENDIX "D"

TOTAL FINANCIAL STATEMENT

The total financial settlement is derived by adding the adjustment to the guide, increments, the increases in health premiums, and the increases in pension and social security.

THIS IS THE FINAL PAGE OF THE NEGOTIATED AGREEMENT