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AN AGREEMENT

between

The Board of Education  
of  
The Borough of Glen Rock

and

The Glen Rock Association of

School Secretaries

1975-1976 and 1976-1977

LIBRARY  
Institute of Management and  
Labor Relations

OCT 18 1976

RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT is made and entered into on this 28<sup>th</sup> day of July, 1975 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 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adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement.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

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 members employed as: Clerical Aides, Switchboard Operator, Supplementary Secretaries, School Secretaries, Accounting Clerks, and Secondary School Executive Secretaries.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### Section 1. Definitions

1.1 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 this 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.

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

1.4 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.

Section 2. Purpose

2.1 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 A grievance shall be filed within thirty (30) calendar days of the date when a grievance is alleged to have arisen or within thirty (30) calendar 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.

3.3 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.

3.4 Level one - principal or immediate superior - An employee with a grievance shall first discuss it with her principal or immediate superior, with the objective of resolving the matter informally.

3.5 Level two - Superintendent - If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she may file the grievance in writing with the Association within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance the grievance shall be referred to the Superintendent of Schools.

3.6 Level three - Board of Education - If the aggrieved person is not satisfied with the disposition of her grievance at the previous level, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, she may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the grievant submit her grievance to the Board of Education.

3.7 If the aggrieved person is not satisfied with the disposition of her grievance at the previous level, or if no decision has been rendered within fifteen (15) school days after the

presentation of the grievance, the Association may pursue the grievance to level four of the grievance procedure. The Association then may submit the grievance to Advisory Arbitration with fifteen (15) school days after receipt of a request by the aggrieved person.

3.8 Level four - Advisory Arbitration - Within ten (10) school days after such written notice of submission to advisory 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 to 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.

3.9 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.

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

#### Section 4 Rights of Employee to Representation

4.1 Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by herself, or, at her 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 views at all stages of the grievance procedure.

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 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 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.

#### ARTICLE 4

#### SALARIES

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

#### ARTICLE 5

#### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. 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.

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 6

### SECRETARIAL AND ASSOCIATION RIGHTS

Section 1. Pursuant to Chapter 303, Public Laws of 1968, 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.

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.

## ARTICLE 7

### TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Medical Insurance Coverage - All personnel covered by this Agreement are entitled to the following premium payment by the Board of Education in the Public and School Employees Health Benefit Program

Full premium cost on the individual employee

Full premium cost for all dependents

Section 2. Dental Insurance - During the 1976-77 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.

Section 3. 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:

<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

Section 4. Holidays - In addition to the vacations specified in Section 3, 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.

Section 5. 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.

Section 6. Attendance at Workshops, Conferences and Seminars  
The Board recognizes that it shares with its secretarial staff responsibility for the up-grading and up-dating of performance and attitudes.

6.1 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

### EXTENDED LEAVES OF ABSENCE

Section 1. 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.

Section 2. Military - 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.

2,1 A similar leave shall be granted to the spouse of any employee who is so inducted involuntarily to join him for the period not to exceed two years.

Section 3. Maternity - The Board shall grant maternity 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. Political - The Board shall grant a leave of absence without pay to any one employee to campaign for herself, or serve in a public office.

Section 6. Good Cause - Other leaves of absence without pay may be granted by the Board for a good reason.

Section 7. Return from leave

7.1 Salary - Upon return from leave granted pursuant to Section 2 of this ARTICLE, an employee shall be considered as if she were actively employed by the Board during the leave, and shall be placed on the salary schedule at the level she would have achieved if she had not been absent. An employee shall not receive increment for time spent on a leave granted pursuant to Section 1, Section 2.1 Section 3, Section 4, Section 5 and Section 6.

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

Section 8. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE 9

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.

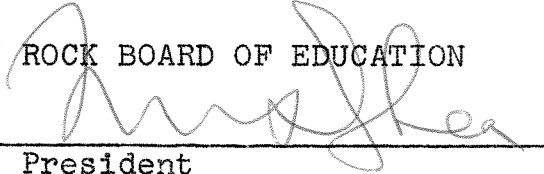
ARTICLE 10

DURATION

Section 1. The provisions of this Agreement shall be effective as of July 1, 1975, and shall remain in full force and effect until June 30, 1977, and shall be binding upon the parties hereto when signed by the respective presidents of the parties hereto.

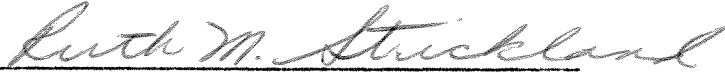
GLEN ROCK BOARD OF EDUCATION

by

  
President

GLEN ROCK ASSOCIATION OF SCHOOL SECRETARIES

by

  
President

APPENDIX "A"

SALARY GUIDE 1975-1976

12 month secretaries

<u>Step</u>	<u>#1 Clerical Aides &amp; Switchbd. Op.</u>	<u>#2 Supplementary Secretaries</u>	<u>#3 School Secy &amp; Acctng. Clerks</u>	<u>#4 Secondary School Exec. Secretaries</u>
1	5838	6088	6428	
2	6076	6335	6727	
3	6314	6582	7027	
4	6551	6829	7328	
5	6789	7076	7627	
6	7026	7323	7927	
7	7264	7593	8227	
8	7502	7864	8527	
9	7739	8134	8827	10460
10	8117	8405	9256	10969

All employees at maximum during the 1974-75 school year shall have added to their salaries \$100.

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

- a) the work week is 35 hours
- b) from July 1 until the beginning of the last week before school opening in September, the work week is 32½ hours
- c) any employee will work longer upon request
- d) abuse of a, b, c, is grievable.



## APPENDIX "B"

### Section 1. Salary Schedule for 1976-77

1.1 The Salary Schedule for 1976-77 shall be determined by reference to the Consumer Price Index for the New York-Northeastern New Jersey area published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor (hereinafter, the "Index"). The percentage change in the Index shall be the change from November, 1974, to November, 1975. The Salary Schedule for 1976-77 shall be constructed by adding in an increase computed at the rate of the percentage change in the Index, but not less than a minimum increase of four percent (4%) and not more than a maximum increase of nine percent (9%). This increase shall consist of the increment for those Employees not at maximum salary and the adjustment to the several salary guides.

1.2 The Board and the Association shall mutually agree upon the Salary Schedule for 1976-77 determined as provided above, provided, however, that the Association, in the construction of the Salary Schedule, may elect by notice given on or before January 31, 1976, to require the Board to make a one-time cost of living payment of one percent (1%) of the 1975-76 salary of each Employee at maximum salary on the several salary guides. Employees receiving an increment to attain maximum salary in 1976-77 shall be excluded. After the aggregate cost of such payments is deducted from the total of new monies available for 1976-77 salaries, the remaining monies shall be applied first to increment and then to the several salary guides to construct the Salary Schedule for 1976-77.