

Contract no. 1618

F

**LIBRARY**  
**INSTITUTE OF MANAGEMENT**  
**AND LABOR RELATIONS**  
**OCT 14 1992**  
**RUTGERS UNIVERSITY**

**AGREEMENT**

between

**GLEN RIDGE BOARD OF EDUCATION**

and

**GLEN RIDGE SCHOOL**  
**PERSONNEL ASSOCIATION**

July 1, 1990  
to  
June 30, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1
II	Definitions	1
III	Negotiation Procedures	1
IV	Grievance Procedure and Arbitration	2
V	Transfers, Assignments, Promotions and Tenure	7
VI	Adjustments to Work Force	9
VII	Overtime	11
VIII	Work Schedules	12
IX	Leaves of Absence	14
X	Payroll Deduction of Association Dues	16
XI	Vacations and Holidays	17
XII	Salary	20
XIII	Insurance Protection	20
XIV	Management Functions	21
XV	Strikes and Sanctions	22
XVI	Separability	22
XVII	Miscellaneous	22
XVIII	Probationary Period	24
XIX	Representation Fee	24
XX	Duration of Agreement	26
XXI	Clothing	27
XXII	Savings Clause	27

THIS AGREEMENT, dated and effective July 1, 1990 by and between the GLEN RIDGE BOARD OF EDUCATION (hereinafter the "BOARD"), with its principal offices in the Township of Glen Ridge Borough, County of Essex and State of New Jersey, and the GLEN RIDGE SCHOOL PERSONNEL ASSOCIATION (hereinafter the "ASSOCIATION") of the Township of Glen Ridge Borough, County of Essex and State of New Jersey.

WHEREAS, the parties have engaged in collective bargaining for the purpose of developing an agreement on wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as follows with respect to the employees of the BOARD recognized as being represented by the ASSOCIATION.

#### **ARTICLE I RECOGNITION**

- 1.1 The Board recognizes the Association as the sole exclusive representative for purposes of collective bargaining with regard to terms and conditions of employment for all custodians, janitorial, ground keepers, maintenance men, and bus drivers of the school district of the Borough of Glen Ridge but excluding all professional, managerial, police, clerical, and cafeteria employees, part-time, casual or temporary employees, probationary, and supervisors within the meaning of the Act.

#### **ARTICLE II DEFINITIONS**

- 2.1 The use of masculine or feminine gender in the Agreement shall be considered as including both genders and not as sex limitation.
- 2.2 The District shall consist of two (2) instructional units: Primary and Middle/High.

#### **ARTICLE III NEGOTIATION PROCEDURES**

- 3.1 The parties agree to begin collective bargaining over such successor agreements in accordance with Chapter

123, Public Laws of New Jersey, 1974, as amended. Such collective bargaining shall commence not later than October 15th.

- 3.2 The Board and Association recognize that the herein described procedure requires the good faith effort on both sides to reach agreement. To this end the parties agree to exchange proposals for successor agreements and shall thereafter commence meeting at a mutually satisfactory place and time.
- 3.3 The parties agree to advise each other as to their respective negotiating committee. Neither party may, however, have any say as to whom the members of the other committee are and either party may, at its own expense, utilize the services of outside consultants.
- 3.4 Tentative agreements reached as a result of negotiations will be reduced to writing and shall become final after approval by the majority of the membership of both parties.
- 3.5 This agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by the Association and the Board.

#### **ARTICLE IV GRIEVANCE PROCEDURE AND ARBITRATION**

- 4.1 A grievance is a claim by an employee of this bargaining unit of the Association involving the interpretation, application or violation of this Agreement; administrative decisions and policies that directly affect the terms and conditions of employment as set forth in this Agreement.
- 4.2 PROCEDURE FOR GRIEVANCES
  - A. General Provisions
    - (1) Unless otherwise agreed, the processing of grievances shall be during times when it does not interfere with assigned duties. If the Board and/or Administration schedule a hearing during the work day, the employees

and/or representative shall suffer no loss of pay.

- (2) The number of days indicated at each level shall be considered as a maximum. The limits may, however, be extended by written mutual agreement. The failure to process a grievance within the times set forth herein shall be construed as a waiver of the grievance.
- (3) In the event a grievance is filed at such a time that it cannot be processed through all the levels of the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, may result in irreparable harm, such lower levels of the grievance procedure may be bypassed so as to allow the processing of the grievance within the current school year.
- (4) A grievance involving an administrative decision or policy will be subject to the arbitration provisions of this Agreement. However, the decision of the arbitrator will be advisory in nature and not binding on either party.
- (5) A grievance shall be filed, in writing, within fifteen (15) working days of the act or condition on which the claim is based and shall specify the nature of such grievance, the reasons therefore, including reference to the specific provision or provisions of this Agreement in dispute.

**B. LEVEL ONE:**

Within the time stated above, a written grievance shall be presented by the employee either directly

or through the Association's designated representative to the Appropriate Supervisor. If the matter is not resolved, the Appropriate Supervisor shall, within five (5) working days after conference, render a written reply.

C. LEVEL TWO:

Grievances not satisfactorily resolved at Level One shall be presented in writing to the Administrator of the school building, wherein the dispute arose within five (5) working days after receipt of the written reply at the first level or within ten (10) working days after the grievance was submitted and heard at the first level. The Building Administrator shall, within five (5) working days after receipt of the grievance and conference, render a written decision.

D. LEVEL THREE:

Grievances not satisfactorily resolved at Level Two shall be presented in writing to the Superintendent of Schools within ten (10) working days after receipt of the written reply at the Second Level or, if no written reply, within fifteen (15) working days after the grievance was submitted and heard at the Second Level. Upon receipt of the written grievance, the Superintendent and/or the Board's personnel committee shall, within five (5) working days meet to discuss the grievance with the grievant and/or the Association and every effort shall be made to arrive at a satisfactory solution to the grievance. The Superintendent and/or the Board's personnel committee and the grievant and/or the Association shall submit to the Board a written summary of the grievance and any recommendation for resolution. The Board's decision shall be

rendered in writing within ten (10) working days from the date of the conference.

E. LEVEL FOUR:

If the grievant is not satisfied with the outcome under Level Three, and if the Association determines that the grievance is meritorious, said dispute arising with respect to the interpretation of any provision of the agreement (or a grievance involving an administrative decision or policy decision set forth in Article 4.2, A4) may be referred, during the life of this agreement, to an arbitrator in accordance with the procedure hereinafter set forth, provided:

- (1) The procedure for the settlement of grievances has been exhausted unless the parties mutually agree to submit a grievance to arbitration.
- (2) Such dispute does not involve a provision of this agreement or is otherwise stated that it is not subject to arbitration (except as expressly provided under Article 4.2, A4) or from which it appears that the determination of the matter over which the dispute arose is within the judgment or discretion of the Board or where a method of review is otherwise prescribed by law or invokes matters exclusively governed by the Tenure Laws of the State of New Jersey or involves the Board's right to hire, re-employ or terminate the service of any prospective or non-tenure member of the bargaining unit except as expressly provided under Article 4.2, E3.
- (3) No employee shall be suspended or dismissed, reprimanded, reduced in rank or compensation

during the individual contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

#### 4.3 PROCEDURES FOR ARBITRATION

- A. Arbitration may be instituted not later than five (5) working days following the date of receipt of the final answer of the Board at the Fourth level or fifteen (15) working days after the grievance was submitted at the Fourth Level. The Association shall demand arbitration by specifying the nature of such dispute and the reasons therefore, including reference to the specific provision or provisions of this Agreement in dispute. The right to arbitrate any such dispute shall, however, be deemed waived if the Association fails to institute arbitration proceedings within such time stated above.
- B. Within ten (10) working days after such written demand, the Board and Association shall endeavor jointly to select an arbitrator. If there is no agreement on the selection of an arbitrator, the Association may request the American Arbitration Association to submit a list of arbitrators from which the parties may jointly make a selection. If the parties fail to agree on the selection of an arbitrator from this list, they shall request a new list to be sent to the parties.
- C. Each referral to arbitration shall embrace but one (1) such matter in dispute, unless otherwise stipulated by agreement between the Board and the Association.
- D. The arbitrator shall have no authority to:



- (1) Add to, subtract from, or in any way modify the provisions of this Agreement: or
- (2) Include in the award an obligation for the Board to make any retroactive adjustment of pay, for any period beyond;
  - (a) Six (6) months prior to the date the arbitrator's decision is rendered; or
  - (b) The date the initial written grievance as provided in Article III. GRIEVANCE PROCEDURE, whichever period is shorter. However, if any delay was caused by the Board, such delay shall be taken into consideration in computing 4.3A and 4.3B above.

E. The decision of the arbitrator made in compliance with the fore-going shall be final and binding, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Board and the Association. The Board and the Association agree to abide by the arbitrator's decision.

F. Each party shall pay its own expenses incurred in the arbitration, including payment for time and expenses of its witnesses and its designated advisor to the arbitrator. All other direct expenses, including fees and expenses of the arbitrator, shall be borne equally by the Board and the Association. The Board shall provide a room where the hearing(s) will be held.

#### **ARTICLE V TRANSFERS, ASSIGNMENTS, PROMOTION & TENURE**

5.1 STATEMENT OF INTENT - In determination of transfers, assignments, promotions and tenure, the principal

consideration is whether or not said transfer, assignment, promotion or granting of tenure will, in the judgment of the Board, result in the best and most effective administration for the school district. The Board will, however, consider the desire of the individual or individuals involved in reaching its decision.

- 5.2 Initiation of request for transfers, assignments, changes or promotions may be made by either the Board or an employee.
- 5.3 FILLING A VACANCY - The following procedure shall be followed in filling a vacancy:
  - A. When a vacancy occurs in the school district, the Board shall post a notice at a place to be agreed upon by the Board and the Association of the existence of such vacancy, the requirements of the position and salary associated with said position and the conditions upon which an application may be made.
  - B. In considering the filling of a vacancy, the Board shall consider the employee's application, and, if more than one employee is deemed by the Board to be qualified, the Board shall give the employee with the longest period of service in the district preference where the employees are deemed equally qualified to fill the vacancy.
- 5.4 Nothing in the Article shall be deemed to require that a said vacancy be offered to an employee nor shall it be deemed as granting tenure status to the employee selected.
- 5.5 A new employee shall be considered as a probationary employee for a period of a maximum of sixty (60) days. No probationary employee shall acquire permanent status without formal resolution by the Board but a probationary employee may request reclassification to

permanent status within ten (10) working days after the expiration of the first thirty (30) working day period. In no event shall the grant of permanent status be considered as a grant of tenure. All employees shall be afforded full benefits as of the date of Board affirmation of the employees' status.

- 5.6 The Board shall have the right to make assignments within the same job classification without limitation.
- 5.7 Any employee promoted, either within the same job classification or to another job classification, who does not successfully complete the trial period, shall be returned to the job classification from which he left and shall retain all rights, privileges and seniority he had obtained prior to the change in job classification.
- 5.8 If the Association objects to any move made in accordance with the provisions of this Article, the matter may if presented within ten (10) working days of the effective date of such move be processed in accordance with Article IV GRIEVANCE PROCEDURE. Only a grievance dealing with assignment of employees shall be subject to arbitration as expressly provided in Article 4.2, A4.
- 5.9 It is understood and the Board agrees to offer each employee an employment contract, the position and salary to be described in the individual contract to be issued by the Board to the employee.
- 5.10 Nothing in this Agreement shall be construed to grant an employee tenure. Determination of tenure shall be the exclusive determination of the Board and the tenure laws of the State of New Jersey made and provided shall control.

#### **ARTICLE VI ADJUSTMENTS TO WORK FORCE**

- 6.1 All adjustments to the work force shall be initiated and made by the Board.

6.2 Term of employment within the district shall be given the most weight in the selection of an employee to fill a vacancy or declaring a surplus, as defined hereinafter, when two or more employees under consideration possess substantially the same qualifications needed for such reasoning.

6.3 EFFECT OF LACK OF WORK

A. When lack of work necessitates decreasing the work force, employees shall be selected as surplus in the inverse order of their term of employment within the district from the instructional unit when such surplus exists by job classification, e.g., Head Custodian, Assistant Head Custodian, Custodian, Outside Grounds. Maintenance persons will be considered by their term of employment in the district without regards to the instructional unit.

B. An employee selected as surplus or an employee who becomes surplus by displacement shall be considered for placement in the following successive steps:

- (1) The surplus employee will displace another employee in the same job classification who has the shortest term of employment.
- (2) If the surplus employee is not placed under 6.3, B1 then said employee will displace another employee in the next lower job classification who has the shortest term of employment. Said procedure will be followed at successively lower job classifications.

- (3) An employee who cannot be placed in accordance with the above procedures shall be laid off.

#### **ARTICLE VII OVERTIME**

- 7.1 It is recognized that the needs of the district may require overtime work and that the jobs involved must be manned by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Board or its delegate. The distribution of overtime is to be distributed as evenly as practicable among qualified employees normally engaged in the work involved within their assigned instructional unit. An employee scheduled for overtime shall work unless he or she has adequate reason for not doing so, in which event the employee may be excused provided that other qualified employees normally engaged in the work involved are available.
- 7.2 Overtime is defined as any time spent in excess of forty (40) hours of work per week.
- 7.3 Overtime shall be computed at one and one-half (1 1/2) times an employee's hourly rate of pay, unless otherwise noted.
- 7.4 Building checks on weekend during the heating season, October-March unless extended, shall be made by the Head or Assistant Head Custodian for that building. A credit for two (2) hours of overtime shall be given regardless of the actual time spent checking the building.
- 7.5 Call-in-time. Any employee called in to work for any period other than his regularly scheduled work day after he has left his place of employment (excluding periods in connection with extra-curricular activities) shall be guaranteed not less than four (4) hours pay at 1 1/2 times his regular wage, regardless of the number

of hours actually worked; provided, however, that the Board shall have the right to furnish the employee with work of a custodial or maintenance nature.

**7.6 OVERTIME FIELD HOUSE**

- A. All overtime at the Field House will be by the employee assigned to the Middle/High School instructional unit.
- B. When the Field House is not in use, the employee regularly assigned there will be put into the overtime pool at the Middle/High School.

**7.7 Overtime for Instructional Unit/Work location will be as follows:**

- A. All Instructional Units/Work locations will have an overtime pool.
- B. Employee with the least amount of overtime will be at the top of the pool at the Instructional Unit/Work location.
- C. If an employee turns down overtime, he/she shall be charged in the overtime pool with the hours of overtime refused.

**7.8 When the employer first becomes aware of the overtime need or as soon as practicable thereafter, notification will be given to employees concerning overtime assignments. Emergencies excepted.**

**7.9 When not inconsistent with the Board's past practice of assignment of work to independent contractors or persons not otherwise members of the bargaining unit, overtime work, normally performed by members of the unit will not be performed by persons outside the unit unless employees normally performing said overtime work have refused said assignment or are otherwise not available to comply with the provisions of Article 7.8.**

**ARTICLE VIII WORK SCHEDULES**

**8.1 The Association and the Board recognize the necessity for work schedules. The Board shall have the right to**

introduce new work schedules, to make changes in the starting and stopping time, including the starting and stopping time of lunch periods.

- 8.2 The Board shall notify the Association of new work schedules, or any change or variation in existing work schedules, at least five (5) working days in advance of the effective date, except when emergency situations make it impractical to do so. Negotiations thereon shall take place when requested by the Association and in the event of such negotiations, the new schedule, change or variation proposed by the Board may be placed in effect pending agreement between the parties.
- 8.3 The work week shall consist of five (5) consecutive scheduled work days.
- 8.4 A work day shall consist of eight (8) scheduled hours of work.
- 8.5 A work year shall consist of 365 calendar days exclusive of holidays and vacation days.
- 8.6 Lunch Period. Each employee shall be entitled to a 30-minute lunch period in a work day, which said lunch period shall be uninterrupted except when, in the opinion of the building administrator or his designee, the services of the employee are required during an emergency or for an emergency or for an unusual occurrence. In the event any portion or all of an employee's lunch period is interrupted, the employee will receive the equivalent time so interrupted during that work day or in any one of the next three succeeding work days.
- 8.7 Break Period. Each employee is entitled to a scheduled fifteen (15) minute break period in the morning and afternoon.
- 8.8 Time Clocks. The Board maintains time clocks in each building facility. Each member of the bargaining unit is required to punch in upon commencing work and punch

out when leaving work including periods for time off for lunch and/or dinner. It is understood that, if an employee punches in more than three (3) minutes after his designated time for commencing work or punches out more than three (3) minutes before his designated time for leaving work, without approval of the employee's immediate supervisor, the Board may deduct from the employee's wages as follows: Failure to punch in shall be subject to discipline action based on the following:

- First offense - written warning
- Second offense - written warning
- Third offense - Salary shall be docked for all time not recorded.

The above schedule shall cover a one-year cycle.

- A. If more than three (3) minutes and less than fifteen (15) minutes, an amount equal to one quarter (1/4) of an hour of the person's usual wage.
- B. If more than fifteen (15) minutes, then an amount equal to one quarter (1/4) of an hour of the person's usual wage for each such additional fifteen (15) minutes or part thereof.

8.9 All employees other than the first shift call in at least three (3) hours in advance of their shift where possible. Employees on the first shift shall call the school's answering service, 614-9304. Employees on other shifts call 429-8300. During July and August, employees call 429-8300 at 7:30 a.m.

#### **ARTICLE IX LEAVES OF ABSENCE**

##### **9.1 FUNERAL LEAVE**

The Board will pay employees up to five (5) days for a death occurring in the employee's immediate family and one (1) day to attend a funeral of a relative (other than immediate family). The term "immediate family" shall mean the employee's husband, wife, child, father,



mother, father-in-law, mother-in-law, brother or sister, or relatives residing as a member of the employee's immediate household. The term "family" shall mean the employee's uncle, aunt, cousin, grandparents, grandchildren, brother-in-law or sister-in-law.

#### 9.2 SICK LEAVE

- A. "Sick Leave" is defined to mean the absence of any employee from his or her post of duty 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 on account of a contagious disease or being quarantined for such a disease in his or her immediate household.
- B. The employee shall be entitled to twelve (12) sick leave days each school year which shall be cumulative.
- C. In the event of absence of an employee under section 9.2A, the Superintendent of Schools may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy as defined under section 9.2A, require an examination by an independent physician, such examination to be at the Board's expense, or proof of the employee's condition by a written statement from the employee's physician.
- D. The Board shall maintain a record of the number of sick leave days each qualified employee has available and make such information available to such employee on or before September 30th of each year.

#### 9.3 PERSONAL DAYS.

Personal days are defined as days as days of absence for personal business consisting of legal, business,

household or other family matters which cannot be scheduled at any other time other than regular working hours. It is the intention that this leave shall be for reasons of hardship or other pressing need and not personal convenience. Employees must request personal days in writing with a brief statement indicating the reason(s) for the request, legal, business, household, family matters, no less than 48 hours in advance to the immediate supervisor. A maximum of five (5) personal days per year will be available to each employee and shall be non-cumulative. Up to a maximum of four (4) personal days per year may be credited if unused, to the sick leave accumulation.

- 9.4 Employees on leave of absence shall retain their employment status during such leave.
- 9.5 All employees shall be paid 50% of their accumulated sick leave upon retirement or termination of employment due to disability or layoff and contingent upon the employee providing sixty (60) days written notice to the Superintendent. Payment resulting from termination shall be at the Board's discretion. Upon death, the payment of any employee's accumulated sick days shall be made to his or her estate.

#### **ARTICLE X PAYROLL DEDUCTION OF ASSOCIATION DUES**

- 10.1 An employee who wishes to have the Board deduct the amount of the regular monthly Association dues from his or her pay for transmittal to the Association shall execute a written authorization for such deductions.
- 10.2 The amounts of the monthly deduction shall be certified to the Board by the Treasurer of the Association. The total amount of deduction authorized shall be remitted to the Treasurer of the Association together with a list of all the employees from whom the authorized deductions were taken by the 15th day of the succeeding month after such authorized deductions were taken.

- 10.3 An authorization by an employee for deduction of Association dues may be revoked by execution and delivery of the Board of an individual authorization to discontinue payroll deductions of the employee's Association dues. Said authorization to discontinue payroll deductions must be submitted between December 15 and January 31 of any year, to become effective January 1st of the ensuing year.
- 10.4 The Board agrees to deduct from employee's salaries, money for local, state and/or national association services and programs as required by law.

#### ARTICLE XI VACATIONS AND HOLIDAYS

##### 11.1 VACATIONS

All employees, excepting part-time employees, shall receive vacations with pay at their regular wage as follows:

- A. Employees with less than one year service shall receive one day per month of service prior to July of the vacation year, to a maximum of ten (10) days.
- B. Employees with one full year of service, and up to five (5) full years of service, shall receive ten (10) working days vacation.
- C. Employees with six (6) full years of service, and up to ten (10) full years of service, shall receive fifteen (15) working days vacation.
- D. Employees with ten (10) or more full years of service shall receive twenty (20) working days vacation.
- E. All service shall be uninterrupted.
- F. As a general rule, an employee must take all his/her vacation days within the year July 1 - June 30, except as hereafter provided. Unused vacation time can be carried for eighteen (18) months only and will be canceled if not used. If

said employee is not rehired for the next succeeding work year, he/she shall be compensated for those unused vacation days in an amount equivalent to that employee's regular rate of pay for each vacation day. Vacation periods shall be selected by the employee prior to May 1. If an employee is entitled to three weeks vacation, he/she shall have the option of taking the days consecutively subject to it being approved on an instructional unit basis and seniority being the determining factor.

- 11.2 If an employee wishes to change the period of his/her vacation, every effort shall be made to accommodate said employee. No change shall be arbitrarily denied.
- 11.3 An employee shall be allowed to take vacation at any mutually agreed time during the school year.
- 11.4 In the event of a conflict with respect to vacation time choices, seniority shall be the determining factor.
- 11.5 Subject to and consistent with the language of Article XI, all vacation schedules must be approved by the School Business Administrator. Board reserves the right to restrict Head and Assistant from scheduling vacations at the same time, where appropriate.
- 11.6 If it is mutually agreed that an employee takes his vacation during regular school days, the Board may employ temporary help to meet the needs of the district. Such decision is not subject to the provisions of Article IV GRIEVANCE PROCEDURE.
- 11.7 All employees, excepting part-time employees, shall be entitled to the following holidays with pay at their regular wage:

Memorial Day	Yom Kippur
July 4th	Rosh Hashanah
Labor Day	Christmas Eve
Columbus Day	Christmas Day
Veteran's Day	New Year's Eve
1/2 Day Before	1/2 Day Before
Thanksgiving Recess	Christmas Recess
NJEA Convention Days (2)	New Year' Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Good Friday

- 11.8 A. In the event that any of the holidays fall on a Saturday or Sunday and are celebrated on a Friday or Monday, that day shall be considered the holiday. If school is in session, an equivalent day will be granted.
- B. In the event that any of the aforementioned holidays shall occur during an employee's vacation period, the day so celebrated shall not be counted as part of said vacation, but rather, the employee shall receive an additional vacation day. However, in the event that employee fails to work the day before and the day after the holiday without a justifiable excuse, said employee shall be ineligible for holiday pay. Only employees who are on the Board' payroll on the last working day immediately preceding the holiday shall be considered to be on the payroll at all times unless said employee has quit, was discharged for cause, has been paid off for more than thirty (30) days prior to the holiday, or has been absent from work for more than sixty (60) days due to a non work connected injury or illness.

**ARTICLE XII SALARY**

- 12.1 The salary schedule for all persons covered by this agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- 12.2 Payroll date normally falling on December 30 shall occur on the last day regular school sessions are held in December.
- 12.3 The Board reserves the right to grant credit for any experience which it deems of value to the Glen Ridge school system at time of initial employment.
- 12.4 Longevity. For 1990-92: After 10 years - \$600  
After 15 years - \$900

**ARTICLE XIII INSURANCE PROTECTION**

- 13.1 The parties agree that as soon as possible there will be a switch from the present Blue Cross/Blue Shield Hospital/Medical - Surgical and Major Medical Plan to the New Jersey State Health Benefits Plan. The traditional plan shall be fully paid by the Board. The HMO or PPO option shall be paid by the Board up to the cost of the traditional plan. Any additional cost shall be borne by the employee by payroll deduction.
- 13.2 The Board agrees to provide a new vision plan equivalent to the present vision plan at a cost not to exceed \$171.00 per employee per year.
- 13.3 For the period of employment covered by this agreement, the Board shall provide full family dental insurance as detailed in the group plan held with New Jersey Dental Service Plan, or its equivalent. Provisions to include: Program II, Basic 100 percent, Prosthodontic 50 percent, and Ortho II \$800 maximum per case. Beginning July 1, 1990 provisions to include Program III UCR, Preventive and Diagnostic 100%, remaining basic services 80/20, Prosthodontic 50/50, and Orthodontic 50/50.
- 13.4 For the period of employment covered by this Agreement,

the Board shall provide full family including coverage of dependents to age 23 \$1.00 co-pay prescription coverage as detailed by Blue Cross of New Jersey, or its equivalent. Provisions to include a deductible of one dollar for each eligible prescription.

13.5 The Board of Education agrees to pay costs for the above coverages during the period of agreement, including any unanticipated increases. Monetary changes not negotiated and resulting from unanticipated rate changes in any one year (and absorbed by Board funds) shall be deducted from or added to the final negotiated money packages in the next negotiated settlement following the increase.

13.6 At retirement, an employee may elect to continue participation in all or any of the above health insurance group programs. Each retired employee wishing to retain coverage will be billed annually each July for the full premium and will be responsible for all rate increases. An employee who does not elect to continue at retirement may not rejoin at a later date. For the purpose of the provision, an employee will only be considered retired if he/she is drawing a pension from TPAF, PERS or Essex County Pension Fund.

#### **ARTICLE XIV MANAGEMENT FUNCTIONS**

14.1 The Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school district.

14.2 The Board and its authorized Administrator(s) have the right to take whatever immediate disciplinary action is consistent with maintaining the health and safety of students and employees and the operation of the school system. However, should an employee be required to appear before the Board or its authorized

Administrator(s) concerning a matter which could affect the continued employment, salary level, or permanent records of the employee, the employee and the Association President shall be given at least twenty-four (24) hour written notice to appear. The Board and/or its authorized Administrator(s) shall notify the employee of his right to representation in such situations.

#### **ARTICLE XV STRIKES AND SANCTIONS**

- 15.1 The Association and its members agree that they will not cause, engage in, sanction or assist in any strike or refusal to perform the duties of employment by any member of the bargaining unit.
- 15.2 No member of the bargaining unit, nor the Association, shall cause or participate in any strike or slowdown affecting the Glen Ridge School District, directly or indirectly, or refuse to perform the duties of his or her employment.
- 15.3 The Association and the members of the bargaining unit agree that it will refrain from imposing sanctions or refrain from encouraging other persons, groups or persons, or associations to impose sanctions against the Glen Ridge School District.

#### **ARTICLE XVI SEPARABILITY**

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions of applications shall continue in full force and effect.

#### **ARTICLE XVII MISCELLANEOUS**

- 17.1 The Board and the Association, through their respective representatives, shall examine facilities for unsafe and unhealthful conditions but such recommendations



shall be considered advisory and not binding upon the Board.

- 17.2 EQUAL TREATMENT - The Board agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.
- 17.3 WORK RULES - The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.
- 17.4 BULLETIN BOARDS - Bulletin boards will be made available by the Board at each of the work locations for the Association for the purpose of posting Association announcements and other information of a non-controversial nature.
- 17.5 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when said building is not occupied. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- 17.6 Night men receive their pay at the Board Office at the start of their shift the day before pay day.
- 17.7 When in the judgment of the Board or its authorized administrator(s), weather conditions or other emergencies make working conditions temporarily unsafe or unhealthy, unit employees may be released from work without loss of pay.
- 17.8 Compensatory time shall be given custodians and maintenance workers who are required to work on days when drivers are not required to work due to inclement weather. Such time to be arranged by mutual agreement of the employee and his Administrator/Supervisor.
- 17.9 Each July 1, the Board shall provide the Association President with an accurate seniority list. The President will be notified of any changes in the

composition of the unit or alterations in the list as soon as they occur.

- 17.10 Cost for mandated new employee fingerprinting and criminal check shall be borne by the Board.

#### **ARTICLE XVIII PROBATIONARY PERIOD**

- 18.1 All personnel assuming employment for the first time are subject to a trial or probationary period not to exceed sixty (60) days. The Board may exercise the right to shorten the probationary period if it so votes by a majority of its members.
- 18.2 If an employee moving to a Head Custodian position does not successfully fulfill the trial period, and he is returned to his original classification he shall retain all rights, privileges and seniority obtained in his original position prior to moving up.

#### **ARTICLE XIX REPRESENTATION FEE**

- 19.1 If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- 19.2 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 non-members will be equal to 85% of that amount.
- 19.3 In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal

in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85¢ by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

19.4 Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with 19.2 above, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

19.5 The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- A. Ten (10) days after receipt of the aforesaid list by the Board; or
- B. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

- 19.6 If an employee who is required to pay a representation fee terminated 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.
- 19.7 Except as otherwise provided in that 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.
- 19.8 The Association will notify the Board in writing of any changes in the list provided for in 19.1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- 19.9 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment, in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.
- 19.10 The ASSOCIATION shall indemnify and hold the BOARD harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the BOARD in connection with this Article.

#### **ARTICLE XX DURATION OF AGREEMENT**

- 20.1 This agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1992

subject to the Association's right to negotiate over a successor agreement as provided in Article III.

**ARTICLE XXI CLOTHING**

21.1 The Board agrees to provide each employee of the unit with three (3) uniforms per year on or before September 1. New employees will not be furnished uniforms until after the probationary period.

21.2 The Board also agrees to provide each employee with one (1) pair of gloves per year.

21.3 A sufficient quantity of the following items will be provided in each work location:

The Association shall be consulted prior to purchases of the items for input on number, sizes, types of material to be purchased:

- A. Winter jackets
- B. Rain boots
- C. Raincoats and pants

**ARTICLE XXII SAVINGS CLAUSE**

22.1 Nothing contained in this Agreement shall be construed to deny or restrict to any Employee, the Association or the Board such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees, the Association and the Board hereunder shall be deemed to be in addition to those provided elsewhere.

In witness whereof the parties hereto have caused this Agreement to be signed by the respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon.

Glen Ridge School Personnel Association

By \_\_\_\_\_ President

Glen Ridge Board of Education

By \_\_\_\_\_ President

\_\_\_\_\_ Secretary

**GLEN RIDGE SCHOOL PERSONNEL ASSOCIATION  
SALARY GUIDE  
1991 - 92**

	<u>Custodian</u>	<u>Maintenance</u>
1	19,964	25,614
2	20,214	25,864
3	20,514	26,864
4	20,714	27,864
5	21,014	28,864
6	21,814	29,864
7	22,414	30,864
8	23,014	31,864
9	23,564	32,864
10	24,364	33,864
11	26,014	34,864

<b>STIPENDS:</b>	<b>Bus/Grounds</b>	<b>500</b>
	<b>Asst. Primary</b>	<b>1,000</b>
	<b>Asst. Middle/HS</b>	<b>2,000</b>
	<b>Head Primary</b>	<b>3,000</b>
	<b>Head Middle/High</b>	<b>5,000</b>

	<b>Black Seal</b>	<b>255</b>
	<b>Designated Fireman</b>	<b>500</b>

<b>LONGEVITY:</b>	<b>10 Years</b>	<b>600</b>
	<b>15 Years</b>	<b>900</b>

**NOTE: Employees who were off the Guide in 1990 shall receive a \$2,024 increase for 1991-92.**

