

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 and Custodial Association

X 1983 - 1985



GLEN ROCK BOARD OF EDUCATION

William M. Wigder, President

Carlton E. Meier, First Vice President

Elizabeth Chesire

Helen Suenholz, Second Vice President

Mary Flynn

Eugene Ainbender

Charles Hoffman

John E. Bronner, Jr.

Charlotte Singer

Dr. Betty Ostroff-Carpenter
Superintendent of Schools

Dr. Ralph E. Scheffert
School Business Administrator/Board Secretary

GLEN ROCK MAINTENANCE AND CUSTODIAL ASSOCIATION

1983-84 OFFICERS

President

Gerald Veenstra

President Elect

Joseph Karpowich

Treasurer

Paul Franke

Secretary

Charles Huff

P R E A M B L E

THIS AGREEMENT is made and entered into on this June 20, 1983[✓] by and between the GLEN ROCK BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the GLEN ROCK MAINTENANCE AND CUSTODIAL ASSOCIATION (Hereinafter referred to as the "Association").

ARTICLE I

PRINCIPLES

A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff identified in the Recognition Clause.

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

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adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement.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

D. The Board shall retain unto itself the power to make, amend, and repeal rules and regulations or policies, except those rules and regulations or policies concerning terms and conditions of employment which shall be negotiated, for the proper and efficient management of the Glen Rock Public Schools.

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 Employees in the classification set below:

Head Custodians - Elementary Schools

Day Supervisor Custodian - Junior-Senior High School

Night Supervisor Custodian - Junior-Senior High School

Maintenance

Custodians

Courier

Bus Drivers

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

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

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

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

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

B. Purpose

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

C. Procedure

1. Time Limits -- The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

2. A grievance shall be filed within thirty (30) 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. School Days -- The "days" referred to in the grievance procedure shall mean "school days" which means any day in which the central office is open to transact business.

4. Level One - School Business Administrator -- An Employee with a grievance shall first discuss it with the School Business Administrator, with the objective of resolving the matter informally. The School Business Administrator shall have five (5) school days to respond to the grievance.

5. Superintendent Level -- Within five (5) school days after the date on which the School Business Administrator responded or should have responded, if the matter is not settled, the grievant may reduce the grievance to writing and submit it to the Superintendent for consideration. The Superintendent shall have ten (10) calendar days to provide a written response to the grievance.

6. Board Level

6.1 The Employee may initiate this stage by making a written request to the Board of Education for review and determination within five (5) school days after the date on which the Superintendent responded or should have responded.

6.2 A hearing shall be held within ten (10) school days of the submission date of the appeal to the School Business Administrator.

6.3 The Employee and his representatives (if any) shall have the right to be present and to present testimony at such hearing.

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

6.5 Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing.

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

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

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

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

D. Rights of Employees

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

2. Reprisals -- No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, and representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Miscellaneous

Written Decisions -- Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

4. Separate Grievance File -- All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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

6. Meetings and Hearings -- All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 4
SALARIES AND WORKING HOURS

A. The salaries of all Employees covered by this Agreement are set forth in APPENDIX "A", which consists of pages A-1 and A-2.

B. 1. 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

2. The hours and duties of the bus drivers shall conform to past practices as follows:

35-hour week and overtime between 35-40 hours will be paid at straight time and over 40 hours a week or over 8 hours per day, at time and one-half (1½)

C. 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.

D. The Board will provide two uniforms and one pair of shoes to each Employee each year.

E. Shift Differential -- Differentials as detailed below, or prorated parts thereof for newly employed persons, shall be paid to those Employees covered by this Agreement. The differentials, when paid to those Employees entitled to same, shall be pro-rated and paid over a twelve-month period.

1983 - 1985

- a. For shifts starting between 5:00 a.m. and 12:59 p.m.
(FIRST SHIFT) ---- no differential
- b. For shifts starting between 1:00 p.m. and 8:59 p.m.
(SECOND SHIFT) ---- \$250 annual differential
- c. For shifts starting between 9:00 p.m. and 4:59 a.m.
(THIRD SHIFT) ---- \$450 annual differential
- d. An assignment that requires a custodian to work on Saturday and Sunday in lieu of two other days of the week will be paid an annual differential of \$450; except that the incumbent maintenance man now on such schedule will continue to be paid on the maintenance guide.

F. Longevity Payments

1. For each Employee who has nine (9) full years of service in the Glen Rock system at the beginning of the period covered by this Agreement, an additional \$100 in salary shall be added to the base pay arrived at in accordance with the above schedule. An additional \$100 in salary shall be added to the base pay of each Employee for each multiple of four (4) further years of service in the Glen Rock system.

2. All adjustments will be made as of July 1 of the contract year and at no other time.

G. Those Employees who were at maximum during 1974-75, and received a \$200 super maximum during 1975-76 shall, beginning with the 1977-78 school year, receive an annual \$200 payment during each subsequent year of continuous employment by the Board. This payment shall not be part of the guide percentage, and shall not be cumulative, but shall provide only \$200 to each affected person in each year.

H. The maintenance guide shall be augmented by a stipend of \$300 annually per individual. This stipend shall not be cumulative.

ARTICLE 5

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than December 1, 1984 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.

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

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

D. 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.

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

ARTICLE 6

EMPLOYEE AND ASSOCIATION RIGHTS

A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, 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 activities for mutual aid and interest.

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

C. The Board agrees to deduct from the salaries of its Employees (upon written consent of each member), dues for the Glen Rock Custodial, Maintenance, and Service Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Ch. 310, P.L. 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE 7

TERMS AND CONDITIONS OF EMPLOYMENT

A. Sick Leave

1. All Employees covered by this Agreement shall be allowed sick leave with full pay for twelve (12) days in any school year, except that ten-month Employees shall be allowed ten (10) days in any school year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

2. Additional sick leave is covered by Board Policy GBRIB and is attached to this Agreement for the convenience of the Employees.

B. Personal Leave -- Personal leave is covered by Board Policy and Procedure which are attached to this Agreement for the convenience of the Employees.

C. Vacations

1. 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 one year but more than six (6) months	One (1) week
One year or more but less than four (4) years	Two (2) weeks
Four (4) years or more but less than ten (10) years	Three (3) weeks
Ten (10) years or more	Four (4) weeks

2. The above provision shall not apply to an Employee whose contract year covers only ten (10) months.

D. Holidays

1. The following holidays shall be granted without loss of 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
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

2. With regard to the two (2) additional days off during Christmas vacation, the Business Administrator may require members of the unit to report to work, upon one month's notice. In the event an Employee is required to work on the two (2) additional days off during Christmas vacation, he shall be permitted to utilize those days as personal holidays during the remainder of the school year, to be mutually scheduled with the Business Administrator.

3. 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.

4. One designee may attend one day of the N.J.E.A. convention without loss of pay.

E. Tenure

After successful completion of three (3) 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.

F. Notices of Examinations or Appointments

1. All notices of examinations or appointments for job opportunities and/or promotion within the negotiating unit shall be posted in all departmental work locations at least ten (10) working days before the closing date for applications. A copy of each such examination or appointment notice shall be sent to the Association.

2. Any Employee on this schedule who is promoted to a higher category shall immediately receive a salary adjustment equal to the difference between the appropriate steps of the two job categories involved. Credit for service granted on any guide category will be applicable to all other guide categories. All full time Employees hired shall be paid in accordance with the salary guide.

G. Insurance Protection

1. Medical Insurance Coverage

a. All personnel covered by this Agreement are entitled to the coverage for themselves and their eligible dependents, of the New Jersey State Health Benefits Program.

2. Once annually, the Board shall provide each Employee a description of the health care insurance coverage provided under this section.

3. Dental Insurance

For the life of this Agreement the Board agrees to provide fully paid family dental insurance.

H. Call Back Pay

1. An Employee who has worked his normal eight (8) hour schedule work day or forty (40) hours in the scheduled work week and has left and is required to return for an assignment, shall be guaranteed at least three (3) hours of work and shall be paid at time and one-half (1½) his straight time rate for pay for all time worked, except that any Employee who is required to return to work for any assignment and who has not worked his normal eight (8) hour scheduled work day, shall be guaranteed at least three (3) hours work and shall be paid at his straight time rate of pay until he has worked eight (8) hours in that work day, and thereafter shall receive time and on-half (1½) his regular straight time rate of pay for all hours thereafter worked.

2. The provisions of this section shall be applicable to any situation in which the Employee has completed his regular tour of duty and before he is scheduled to commence his next regular tour of duty. It will not apply to a continuation of work, without interruption,

beyond the regular tour of duty, in which case only the usual application of overtime provisions would apply.

I. Separation Pay

1. Upon termination of employment any Employee shall be eligible for separation pay if the Employee resigns or retires and has been employed in Glen Rock for at least 10 years.
2. Separation pay shall be based on accumulated, unused sick leave.
3. The Employee shall receive \$20 per day for each day of accumulated, unused sick leave.
4. The maximum payment upon termination of employment shall not exceed \$2,500 regardless of the number of sick days accumulated.
5. Notice of application for separation pay must be given in writing to the Superintendent at least 60 days in advance of the termination date.
6. Separation pay shall be paid in the July or January following separation.
7. 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 8

SAVING CLAUSE

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

ARTICLE 9
REPRESENTATION FEE

Section 1. Purpose of Fee. If an 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 an 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 10

DURATION

A. The provisions of this Agreement shall be effective as of July 1, 1983, and shall remain in full force and effect until June 30, 1985, and shall be binding upon the parties hereto when signed by the respective presidents of the parties hereto.

GLEN ROCK BOARD OF EDUCATION

By: William M. Wigder
President

**GLEN ROCK CUSTODIAL, MAINTENANCE,
AND SERVICE ASSOCIATION**

By: Gerald Keenstra
President

APPENDIX A
SALARY GUIDES

1983-84

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>	<u>JHS-HS and Elementary Supervisor</u>
1	10,483	11,467	12,061
2	10,983	11,967	12,561
3	11,719	12,978	13,133
4	12,506	13,989	13,706
5	13,293	15,000	14,279
6	14,162	16,046	14,882
7	14,646	16,591	15,517
8	15,027	17,150	16,184

1984-85

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>	<u>JHS-HS and Elementary Supervisor</u>
1	11,035	12,000	12,646
2	11,535	12,499	13,146
3	11,972	13,044	13,692
4	12,774	14,146	14,315
5	13,632	15,248	14,940
6	14,489	16,350	15,564
7	15,437	17,490	16,221
8	15,964	18,084	16,914

Notes:

1. Newly appointed courier will be placed on the appropriate step of the Custodian Guide.
2. Bus drivers shall be paid at 10/12 of the appropriate step of the Custodian Guide.
3. For all employees above the maximum step of the salary guide, their current salary shall be increased by 7.3% in 1983-84 and 8.0% in 1984-85.

This is the Final Page of the Negotiated Agreement

LETTER OF UNDERSTANDING
Appendix B-1

During the course of negotiations for the 1975-76 Agreement, it is the Board's position that Section 5, Article VII of the 1974-75 Agreement did not confer tenure on bus drivers. However, rather than involve this negotiation in an S-1087 adjudication, both parties agree to this side letter.

The Association's position is that the 1974-75 Agreement does confer tenure on bus drivers. It is the Board's position that it never conferred tenure. Should the issue be joined at some future date, the Board and the Association will state their positions before the adjudicative body chosen to hear the issue should it arise.

(For the Association)

(For the Board of Education)

(Date)

Sick Leave

"Sick leave is hereby defined to mean the absence from his/her post of duty of any employee because of personal disability due to illness or injury, or because he/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/her immediate household." (N.J.S.A. 18A:30-1,2,3.)

After contractually stipulated sick leave has been used, the Glen Rock Board of Education may award on an individual basis, additional sick leave according to the following guidelines:

A. <u>Salary Schedule Experience</u>	<u>Full Pay</u>	and	<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

- B. For thirty days after all sick leave allowed above has been used, individual employees may apply to the Board for a stipend of \$10 per day. In addition, the Board of Education may, at its discretion, further extend the above sick leave in individual cases. This additional sick leave covers one full school year and is not cumulative.

Complete and full deductions of the employee's daily or monthly salary will be made after all allowable days and all accumulated days have been used.

Whenever any employee entitled to sick leave is absent from his post as a result of personal injury resulting from an accident incurred in the course of his/her employment, the Glen Rock Board of Education shall pay full salary or wages for a period of such absence up to one calendar year. This absence shall not be charged to annual or accumulated sick leave.

Employees who enter the Glen Rock school system shall receive credit for sick leave accumulated in immediate previous employment up to a maximum of twenty days.

All sick leave shall be governed by applicable State law.

All days referred to are contractual working days as defined in applicable contracts.

All Employees referred to are those on annual contract.

Legal Reference: N.J.S.A. 18A:30-1, et seq.

Policy adopted 6/20/55 and 9/30/57

Reviewed April, 1960 - Revised December, 1961; May, 1972; Recoded May, 1973

Revised May 1981