

A G R E E M E N T

Between

C-1000
The Board of Education of

The Borough of Glen Rock, (County of Bergen)

and

The Glen Rock Maintenance and Custodial Association

X 1981 - 1983

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Labor Relations

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P R E A M B L E

THIS AGREEMENT is made and entered into on this 30th day of March, 1982, 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adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement.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 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 - $1\frac{1}{2}$ x basic hourly rate

Saturdays - $1\frac{1}{2}$ 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 ($1\frac{1}{2}$)

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 pro-rated parts thereof for newly employed persons, shall be paid to all 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.

1981 - 1983

- 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 October 1982, 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 Policy

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

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

3. 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.

4. After the above allowed sick leave has been used, the Employees covered by this Agreement shall be allowed additional sick leave according to the following schedule:

<u>Salary Schedule Experience</u>	<u>Full Pay</u>	<u>Half Pay</u>
1 to 4 years inclusive	5 days	10 days
5 to 14 years inclusive	10 days	15 days
15 years and over	15 days	20 days

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

6. After all sick leave allowed above has been used, for thirty (30) days thereafter Employees shall receive the difference between their daily pay and their substitute's pay, up to a maximum of \$10 per day.

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

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

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

10. All sick leave shall be governed by applicable State law.

11. All days referred to are working days.

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

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 six (6) months but more than three (3) months	One (1) week
Six (6) months or more but less than five (5) years	Two (2) weeks
Five (5) years or more but less than fifteen (15) years	Three (3) weeks
More than fifteen (15) years	Four (4) weeks

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 one-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. Applicable only during the 1981-82 school year, 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. In the 1982-83 school year, this provision shall apply only to John Ely.

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

A. 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

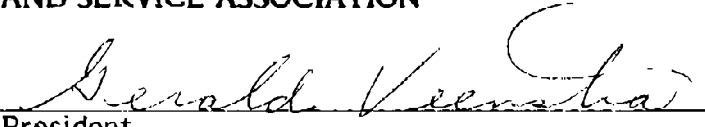
DURATION

A. The provisions of this Agreement shall be effective as of July 1, 1981, and shall remain in full force and effect until June 30, 1983, 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 CUSTODIAL, MAINTENANCE,
AND SERVICE ASSOCIATION**

By: 
President

APPENDIX A
SALARY GUIDES

APPENDIX A - 1

SALARY GUIDES

1981-82

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>	<u>JHS-HS and Elementary Supervisor</u>
1	9,477	10,627	10,769
2	10,196	11,550	11,292
3	10,915	12,473	11,815
4	11,708	13,429	12,366
5	12,150	13,927	12,946
6	12,498	14,437	13,555
7	12,861	14,969	14,196
8	13,244	15,587	14,871
9	13,683	16,303	15,456
10	15,058	17,841	16,507

	<u>JHS-HS Night Supervisor</u>	<u>Bus Drivers</u>	<u>Courier</u>
1	10,352	7,467	8,978
2	10,889	7,862	9,412
3	11,406	8,257	9,846
4	11,951	8,675	10,303
5	12,525	9,119	10,784
6	13,129	9,588	11,291
7	13,766	10,014	11,824
8	14,437	10,613	12,386
9	15,144		12,977
10	16,064		13,750

APPENDIX A - 2

SALARY GUIDES

1982-83

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>	<u>JHS-HS and Elementary Supervisor</u>
1	9,983	10,929	11,471
2	10,702	11,852	11,994
3	11,421	12,775	12,517
4	12,140	13,698	13,040
5	12,933	14,654	13,591
6	13,375	15,152	14,171
7	13,723	15,662	14,780
8	14,086	16,194	15,421
9	14,469	16,812	16,096
10	14,908	17,528	16,681
11	16,283	19,066	17,732

	<u>JHS-HS Night Supervisor</u>	<u>Bus Drivers</u>	<u>Courier</u>
1	11,040	8,297	9,769
2	11,577	8,692	10,203
3	12,114	9,087	10,637
4	12,631	9,482	11,071
5	13,176	9,900	11,528
6	13,750	10,344	12,009
7	14,354	10,813	12,516
8	14,991	11,239	13,049
9	15,662	11,838	13,611
10	16,369		14,202
11	17,289		14,975

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.

Gerald Keenstad
(For the Association)

John E. Brunoff
(For the Board of Education)

4/1/82
(Date)