

AGREEMENT

BETWEEN

Glen Rock Board of Education

The Board of Education

of

The Borough of Glen Rock

and

The Glen Rock Education Association

(Secretary)

1989-1991

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUL 6 1989
RUTGERS UNIVERSITY

X July 1, 1989 - June 30, 1991

PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the Glen Rock Education Association (hereinafter referred to as the "Association"), and is effective as of July 1, 1989.

ARTICLE 1.0

PRINCIPLES

Section 1.1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in ARTICLE 2.

Section 1.2. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 1.3. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE 2.0

RECOGNITION

The Board recognizes the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all members employed as Secretaries.

ARTICLE 3.0

GRIEVANCE PROCEDURE

Section 3.1. Definitions

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

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

Section 3.2. Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3.3. Procedure

3.3.1 Time Limits - The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual Agreement. If an Employee fails to meet time limits prescribed for filing or moving a grievance to its next step, that grievance shall be considered forfeited.

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

3.3.3 Levels One and Two - The Association and/or the Employee shall initiate the complaint by setting forth the grievance in writing, on forms provided by the school district, stating the nature of the grievance and the relief sought. The written grievance must be filed with the Employee's immediate supervisor within twenty (20) school days of the time the

Employee knew or should have known of the condition and/or event. The immediate supervisor shall have five (5) school days to render a determination. If the immediate supervisor is not the principal, the Employee and/or the Association shall file a Level Two appeal in writing to the principal within five (5) school days after the the date on which the Level One determination has been, or should have been received, whichever is earlier. The principal shall have five (5) school days to render a written determination.

3.3.4. Superintendent Level - Within five (5) school days after the date on which the principal's determination has been, or should have been, received, whichever is earlier, the Employee and/or the Association may appeal in writing to the Superintendent. The Superintendent shall have ten (10) school days during which the Superintendent is present in the school district to provide a written determination.

3.3.5 Board Level - Within five (5) school days after the date on which the Superintendent's determination has been, or should have been, received, whichever is earlier, the Employee and/or the Association may appeal in writing to the Board. The Board shall have fifteen (15) school days to provide a written determination. During such fifteen-day period, the parties may (but are under no obligation to do so) mutually schedule a hearing concerning the grievance in which instance a mutually scheduled time extension in which to render a determination will be granted.

3.3.6 Arbitration Level - Within fifteen (15) school days after the Board's determination has been, or should have been, received, whichever is earlier, the grievant may through the Association decide to proceed to arbitration, in which event, within said fifteen-school-day period, the Association shall notify the Board in writing of such decision. During the ten (10) school days after such written notice to the Board of intention to submit to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator and obtain such commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

3.3.7 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be binding only if the grievance alleges an improper administrative decision with respect to the meaning, interpretation or application of this Agreement. All other grievances shall result in an advisory decision only.

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

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

Section 3.4 Rights of Employees

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

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

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

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

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

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

3.4.7 Year-End Grievance for 10-month Employees - The time limits set forth hereinabove may be modified by mutual Agreement so that the procedures may be utilized prior to the close of school with regard to grievances filed by 10-month Employees.

ARTICLE 4.0

SALARIES

Section 4.1. The salaries of all Employees covered by this Agreement for 1989-90 are set forth in Appendix "A", and salaries for 1990-91 are set forth in Appendix "B."

Section 4.2. New Employees will be placed in the appropriate salary classification as advertised. Credit for past experience will be evaluated using the following standards.

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

4.2.2 For prospective Employees with immediate school experience, salary guide credit of a full step will be allowed up to 60% of the total number of steps on the guide.

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

4.2.4 Beginning with the school year 1990-91, for Employees who have 10 full years of service in the Glen Rock system, the salary shall be \$300 above the maximum step on their guide.

ARTICLE 5.0

INSURANCE

Section 5.1. Medical Insurance.

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

Full premium cost on the individual Employee and

Full premium cost for all dependents.

Section 5.2. Dental Insurance - The Board shall provide full dental and orthodontic coverage for each Employee and family.

ARTICLE 6.0

SEPARATION PAY

Section 6.1. Requirements

6.1.1 Upon voluntary termination of employment, any Employee shall be eligible for separation pay if the Employee resigns or retires and has been employed as a secretary in Glen Rock for at least 5 years.

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

Section 6.2. Rate of Payment

6.2.1. Employees with 10 or more years experience shall receive \$40 per day to a maximum of \$5,500, for each day of accumulated, unused sick leave.

6.2.2 Employees with 5 - 9 years experience shall receive \$27.50 per day to a maximum of \$4,000, for each day of accumulated, unused sick leave.

Section 6.3. Procedures for Payment

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

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

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

ARTICLE 7.0

TUITION REIMBURSEMENT & ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

Section 7.1. Tuition Reimbursement - Employees covered by this Agreement shall receive reimbursement of tuition costs for courses to upgrade skills which are directly related to the Employee's desk. Such courses must have prior approval of the Employee's supervisor and the Superintendent. Reimbursement for 100% of tuition costs is dependent upon a grade of B or better, and for 75% of tuition costs, on a grade of no less than C, up to a maximum of \$1,200 a year. Submission of receipts and course grades must be made within two (2) months of the last meeting of the course.

Section 7.2. Attendance at Workshops, Conferences and Seminars

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

7.2.2 The Board may provide for the payment of registration fees and mileage for school secretaries who choose to attend Secretarial Workshops, Conferences, and Seminars during the school year, with approval of the immediate administrative Supervisor and subject to the recommendation of the Superintendent and approval of the Board of Education.

ARTICLE 8.0

MODIFICATION OF AGREEMENT AND NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 8.1. As prescribed by law, 120 days prior to election, the Board agrees to enter into negotiations with the Association over a successor Agreement.

Section 8.2. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party, may if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Section 8.3. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining Agreement, they will suffer no loss in pay.

Section 8.4. By mutual Agreement, this contract may be modified, the changes thereto being reduced to writing, and signed by the parties hereof.

ARTICLE 9.0

SECRETARIAL, ASSOCIATION AND MANAGEMENT RIGHTS

Section 9.1. Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby agrees that every Employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates, and in concert with fellow members engage in those activities enumerated in said Act, or to refrain from any and all such activities.

Section 9.2. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations.

Section 9.3. Management Rights.

9.3.1 The Board retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

9.3.2 The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policy, rules, regulations, and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this

Agreement and then only to the extent such specific and expressed terms are in conformance with the Constitution and the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

ARTICLE 10.0

VACATIONS AND HOLIDAYS

Section 10.1. Vacations - Each 12-month Employee in the negotiating unit covered by this Agreement shall be entitled to the following vacations:

<u>Length of Service Vacation Time</u>	
Less than 3 years	2 weeks
3 years to less than 7 years	3 weeks
7 or more years	4 weeks

Section 10.2 Vacation periods shall be mutually determined between the Employee and the Unit Administrator to ensure coverage whenever possible.

Section 10.3 Earned vacation time shall normally be used no later than five full working days prior to the first school day for teachers of the year immediately following the year in which the vacation was earned. If circumstances prevent the Employee from using the vacation time prior to the above stated date, the vacation will be taken at a time mutually agreeable to the Employee and the Superintendent. No more than 10 vacation days may be accrued from year to year. No financial reimbursement will be made for unused vacation days. For terminating Employees who have not used their vacation days, the Superintendent, at his/her discretion, may agree to grant the vacation days or reimburse the Employee at the contract rate for these days.

Section 10.4 In addition to the vacations specified in Section 10.1, there shall be continued to be granted the established holidays as indicated in the adopted school calendar for each pertinent year, provided however, each Employee may be required to work, upon request, if an emergency situation arises.

ARTICLE 11.0

SICK LEAVE

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

ARTICLE 12.0

ASSIGNED DUTIES

An Employee of this unit shall not be required to supervise pupils at any work location except in the event of an emergency.

ARTICLE 13.0

NOTICE OF VACANCIES

Section 13.1. All vacancies in office positions shall be adequately publicized by the Superintendent.

Section 13.2. Prior to seeking outside applications, a notice shall be posted in each school and hand delivered to the Association no less than seven (7) days before the final date when applications must be submitted. Such notice shall include the title of the position, the qualifications for the position, and the method of determining compensation.

ARTICLE 14.0

WORK TIME

Section 14.1. The base week is the week on which the salary is based, and is 37½ hours.

14.1.1 The work week is 35 hours.

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

14.1.3 Any Employee will work longer upon request.,

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

Section 14.2. The work year for ten-month personnel will be from September 1 through June 30.

Section 14.3. Inclement Weather - All personnel covered by this Agreement shall not be required to report to their jobs on days when inclement weather causes the Glen Rock schools to be closed.

ARTICLE 15.0

EXTENDED LEAVES OF ABSENCE

Section 15.1. Association Service or Public Office - The Board agrees that up to two (2) Employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates, N.A.E.S. and N.J.A.E.S., or to campaign for and serve in a public office.

Section 15.2. Military

15.2.1 Military leave without pay shall be granted to any Employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

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

Section 15.3. Anticipated Disability - The Board shall grant anticipated disability leaves in compliance with current New Jersey Statutes and/or court interpretations.

Section 15.4. Illness in Family - A leave of absence without pay of up to one (1) year shall be granted at the Board's option for the purpose of caring for a sick member of the Employee's immediate family. Additional leave may be granted at the discretion of the Board. Immediate family will cover: spouse, children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.

Section 15.5. Good Cause - Other leaves of absence without pay may be granted by the Board for a good reason.

Section 15.6. Return from Leave

15.6.1 Salary - Upon return from military leave the Employee shall be placed on the salary schedule at the level the Employee would have achieved if the Employee had not been absent. An Employee shall not receive increment for time spent on a leave granted pursuant to Sections 15.1, 15.2.2, 15.3, 15.4, and 15.5.

15.6.2 Benefits - All benefits to which an Employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the

Employee upon returning to work, and the Employee shall be assigned to a similar position to that held at the time said leave commenced.

Section 15.7. Extensions and Renewals - All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE 16.0

SAVING CLAUSE

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

ARTICLE 17.0

REPRESENTATION FEE

Section 17.1. Purpose of Fee. If a Employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

Section 17.2. 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 17.3. 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 17.4. Termination of Employment. If a Employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

Section 17.5. 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 17.6. Indemnification and Save Harmless Provision.

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

ARTICLE 18.0

DURATION

The provisions of this Agreement shall be effective as of July 1, 1989 and shall remain in full force and effect until June 30, 1991 and shall be binding upon the parties hereto when signed by the respective presidents of the parties hereto.

GLEN ROCK BOARD OF EDUCATION

GLEN ROCK EDUCATION ASSOCIATION

By Rona McHabela
President

By Barbara S. Nelson
President

Date June 16, 1989

Date June 15, 1989

APPENDIX "A"

SALARY GUIDE 1989-90

	A (10 Mo.)	A	B	C
1	12,783	14,609	16,792	18,157
2	13,328	15,232	17,415	18,932
3	13,869	15,850	18,034	19,697
4	14,411	16,470	18,653	20,471
5	14,952	17,088	19,271	21,239
6	15,493	17,706	19,889	22,010
7	16,038	18,329	20,512	22,780
8	16,812	19,214	21,397	23,885
9	17,400	19,886	22,068	24,722

APPENDIX "B"

SALARY GUIDE 1990-91

	A (10 Mo.)	A	B	C
1	13,690	15,646	17,984	19,446
2	14,274	16,313	18,651	20,276
3	14,853	16,975	19,314	21,095
4	15,434	17,639	19,977	21,924
5	16,014	18,301	20,639	22,747
6	16,593	18,963	21,301	23,573
7	17,177	19,630	21,968	24,397
8	18,006	20,578	22,916	25,581
9	18,636	21,298	23,635	26,478

- GUIDE A (10 Mo.) - Child Study Team, Library
- GUIDE A - Switchboard, Library, Attendance
- GUIDE B - Dean, Guidance, Community School, Child Study Team
- GUIDE C - Elementary and Secondary Principal's Secretary

THIS IS THE FINAL PAGE OF THE NEGOTIATED AGREEMENT

Jun 22 10 42 AM '99