

THIS BOOK DOES
NOT CIRCULATE

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 Custodial, Maintenance, and

Service Association

1975 - 1977

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P R E A M B L E

THIS AGREEMENT is made and entered into on this 2^{ED} day of JUNE 1975, by and between the GLEN ROCK BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the GLEN ROCK CUSTODIAL, MAINTENANCE, AND SERVICE ASSOCIATION (hereinafter referred to as the "Association").

A R T I C L E I

PRINCIPLES

Section 1. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

Section 2. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 3. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

Section 4. 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.

A R T I C L E I I

RECOGNITION

Section 1. The Board recognizes the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all employees in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

A R T I C L E I I I

GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance shall mean a claim by a staff member that there has been to him or her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy or this agreement governing employees which relates to or involves the employee and the exercise of the duty assigned to him.

Staff member shall mean any regularly contracted employee of the Board of Education employed in the classifications set forth in Appendix "A".

Immediate supervisor shall mean the person who has the responsibility for immediate, direct administration of the staff member.

Representative shall mean counsel or other persons of his choice designated in writing by the staff member, the immediate supervisor, the superintendent or the Board.

School day shall mean a day in which the central office is open to transact business.

Section 2. General Provisions

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

A staff member shall have the right to present his complaint or represent another staff member in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

A staff member shall have the right to be represented at any stage of the procedures by persons of his own choice.

Each party shall have access to all written statements and records pertaining to such case.

All hearings shall be confidential.

It shall be the responsibility of the superintendent of schools to take such steps as may be necessary to give force and effect to these procedures.

At each step of the procedures, if differences are not resolved within the prescribed time, the staff member has the right to move directly to the next stage.

The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, policies and this agreement which related to or affect the employee in the performance of his duties. They are not designed to be used for changing such policies and regulations or establishing new ones.

Section 3. Procedures

Informal Stage

Any staff member who has a grievance shall present his complaint to his immediate supervisor or directly to his

principal in an attempt to resolve the matter informally at that level. A grievance under this procedure must be initiated by the employee within one month of its occurrence.

If differences are not satisfactorily resolved in five (5) school days through this informal conference, then the staff member shall set forth his grievance in writing, stating the nature of the grievance, the nature and extent of the injury, loss or inconvenience, the results of previous discussions, and his dissatisfaction with decision previously rendered, and bring the matter to the person next in administrative responsibility.

Such administrator shall render his determination in writing, and forward copies to the staff member and the supervisor, within five (5) school days after it is brought to his attention in accordance with the preceding paragraph.

If the matter is not satisfactorily resolved at this stage, the staff member may proceed to the next stage.

Formal Stage

The staff member shall initiate this stage by making a written request to the superintendent of schools (with copies for the Board of Education and all others involved), for review and determination in a formal hearing. Such request shall be made within five (5) school days after a determination has been rendered at the preceding stage.

The superintendent shall within two (2) school days notify all parties involved to submit written statements to him within five (5) school days of notification (with copies for the Board of Education and all others involved), setting forth the specific nature of the complaint, the facts relating thereto, the determination previously rendered and the name of representative (if any). The superintendent shall also notify all parties concerned of the time and place the formal hearing will be held where such parties may appear and present oral and/or further written statements supporting their position. Such hearing shall be held within ten (10) school days following the period allotted for submitting written statements to the superintendent.

The superintendent shall render his determination in writing to all parties involved, with copies to the Board of Education and the Association, within ten (10) school days after all evidence, oral and written, has been presented to him.

If the matter is not satisfactorily concluded at this stage, the staff member may proceed to the appeal stage.

Appeal Stage

The staff member shall initiate the appeal stage by making a written request to the Board of Education within five (5) school days of receiving the superintendent's written determination.

The President of the Board of Education shall request

the superintendent to submit all written records of the case.

A hearing shall be held within fifteen (15) school days of the receipt of the appeal by the President of the Board.

The staff member, the immediate supervisor, the superintendent and their representatives (if any) shall have the right to be present and to present testimony at such hearing.

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

Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a final decision, which shall be conclusive except for appeals as may be provided for under New Jersey statutes.

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.

A R T I C L E I V

SALARIES

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

Section 2. 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

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.

Section 3. 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.

Section 4. A uniform allowance of \$50.00 will be awarded annually to all employees covered by this agreement. Should an employee resign before the termination of the contract year, this amount will be deducted from his final paycheck. New employees with contracts for at least six months of service but less than ten months of service will be entitled to a \$25.00 uniform allowance. In any year that the color or style of uniform is changed by administrative action or joint agreement, the uniform allowance will be \$100.00 rather than \$50.00.

A R T I C L E V

MODIFICATION OF AGREEMENT AND NEGOTIATION OF
SUCCESSOR AGREEMENT

Section 1. Not later than October, 1976 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.

Section 2. 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.

Section 3. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

Section 4. 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.

Section 5. By mutual agreement, this contract may be modified, the changes thereto being reduced to writing and signed by the parties hereof.

A R T I C L E V I
EMPLOYEE AND ASSOCIATION RIGHTS

Section 1. Pursuant to Chapter 303, Public Laws of 1968, 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 concerted activities for mutual aid and interest.

Section 2. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 3. 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.

A R T I C L E V I I
T E R M S A N D C O N D I T I O N S O F E M P L O Y M E N T

Section 1. Sick Leave Policy

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.

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.

All employees covered by this agreement shall be allowed sick leave with full pay for twelve days in any school year, except that ten month employees shall be allowed ten days in any school year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

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

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

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

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.

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

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.

All sick leave shall be governed by applicable State law.

All days referred to are working days.

Section 2. 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.

Section 3. Vacations

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

The above provision shall not apply to an employee whose contract year covers only ten months.

Section 4. Holidays

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

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.

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

Section 5. Tenure

After successful completion of three 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.

Section 6. Notices of Examinations or Appointments

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.

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.

Section 7. Insurance Protection

(a) Medical Insurance

The Board shall provide the health care insurance protection designated below and shall pay the full premium for each employee and for full family plan coverage.

- (1) Blue Cross - Blue Shield - Rider J
- (2) Major Medical

This coverage may be provided with the concurrence of both parties through the "New Jersey Public and School Employees Health Benefits Plan."

No later than July 1, 1975 the Board shall provide each employee a description of the health care insurance coverage provided under this section.

(b) Dental Insurance

During the 1976-77 year, in which this contract is in force, each employee who chooses to participate in a Dental Plan shall be entitled to payment of \$100 toward the employee's membership in this Dental Plan.

Section 8. Call Back Pay

An employee who has worked his normal eight (8) hour scheduled 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 work and shall be paid at time and one-half ($1\frac{1}{2}$) 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.

hours in that work day, and thereafter shall receive time and one-half ($1\frac{1}{2}$) his regular straight time rate of pay for all hours thereafter worked.

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.

A R T I C L E V I I I

SAVING CLAUSE

Section 1. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall be null and void. In such event, all other provisions of this Agreement shall continue in effect.

A R T I C L E I X

DURATION

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

GLEN ROCK BOARD OF EDUCATION

By



President

GLEN ROCK CUSTODIAL, MAINTENANCE, AND
SERVICE ASSOCIATION

By



President

A P P E N D I X A

POSITIONS COVERED BY THE AGREEMENT

Head Custodians - Elementary Schools

Day Supervisor Custodian - Junior-Senior High School

Night Supervisor Custodian - Junior-Senior High School

Maintenance

Custodians

Courier

Bus Drivers

A P P E N D I X B

Section 1. Custodial/Maintenance/Service Salary Guide -- 1975-1976

C U S T O D I A L

<u>Step</u>	<u>Custodian</u>	<u>JHS-HS Night Supervisor</u>	<u>JHS-HS Day Supervisor and Elementary Head Custodian</u>
1	8,060	8,790	9,130
2	8,320	9,110	9,450
3	8,590	9,430	9,770
4	8,905	9,750	10,090
5	9,220	10,070	10,410
6	9,540	10,390	10,730
7	9,910	10,710	11,050
8	10,280	11,030	11,370

<u>Step</u>	<u>Courier</u>	<u>Maintenance</u>	<u>Bus Drivers</u>
1	7,440	9,390	5,960
2	7,710	9,820	6,220
3	7,970	10,240	6,490
4	8,240	10,665	6,755
5	8,500	11,090	7,020
6	8,770	11,510	7,285
7	9,030	11,940	--
8	9,300	12,360	--

- NOTE: All employees at maximum during the 1974-75 school year shall receive an additional \$200 for the 1975-76 school year (the first year of the negotiated agreement).
- (1)
- (2) All salary schedules are for 12-month periods, 40 hours per week, except for bus drivers, whose salary schedules are based on a 10-month period and a 35-hour work week.

APPENDIX B (Continued)

SHIFT DIFFERENTIAL:

Differentials as detailed below, or prorated 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 prorated and paid over a twelve-month period.

1975-1977

- 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 a schedule will continue to be paid on the maintenance guide.

LONGEVITY PAYMENTS:

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.

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

Section 2. Salary Schedule for 1976-1977

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

Addendum

ADDITION TO ARTICLE VII, SECTION 5

LETTER OF AGREEMENT

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 a 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