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AGREEMENT
BETWEEN THE
GLEN ROCK, NEW JERSEY BOARD OF EDUCATION
AND THE
GLEN ROCK EDUCATION SUPPORT PERSONNEL
(Aides)

X July 1, 1989 to June 30, 1991

PREAMBLE

This Agreement is entered into by and between the GLEN ROCK BOARD OF EDUCATION (the "Board") and the GLEN ROCK EDUCATION SUPPORT PERSONNEL (the "Association").

ARTICLE 4.0

GRIEVANCE PROCEDURE

Section 4.1 Definitions.

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

4.1.2 A grievance shall not apply when the employment of an Employee is not renewed. An Employee with five or more continuous years of employment in Glen Rock who receives notice that employment for the succeeding school year will not be offered may, within ten days thereafter, request in writing an informal non-adversary hearing to provide the Employee with an opportunity to convince the Board to offer reemployment. The Board will notify the Employee of its final decision within five days following the informal hearing.

4.1.3 Employee shall mean any regular Employee of the Board covered by this Agreement.

4.1.4 Representative shall mean a person or persons of the Employee's choice designated in writing by the Employee to the Employee's administrator or the Superintendent. 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.

4.1.5 School day for purpose of grievance shall mean a day on which school employees are in attendance.

Section 4.2 General Provisions.

4.2.1 An Employee shall have the right to be represented at any stage of the procedures by persons of the Employee's choice.

4.2.2 Each party shall have access to pertinent documents.

4.2.3 All hearings shall be confidential and shall be held outside of the normal hours of employment of the grievant so as not to interfere with the grievant's employment responsibilities whenever possible.

4.2.4 At each step of the procedures, if differences are not resolved within the prescribed time, the Employee has the right to move directly to the next stage unless time limits are extended by mutual agreement.

4.2.5 The function of these procedures is to assure equitable and proper treatment under this Agreement and existing laws which relate to or affect the Employee's terms and conditions of employment.

4.2.6 Failure of the grievant to initiate or pursue a grievance in accordance with the time limits set forth shall constitute an abandonment of the grievance and acceptance of the previous management decision on the merits of the grievance. Failure of the Board or its agents to respond in accordance with the time limits set forth shall allow the grievant to proceed to the next level. 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 so that the procedures may be utilized prior to the close of school.

Section 4.6 Arbitration

4.6.1 If not satisfied with the decision of the Board, the Employee may within fifteen (15) school days after receipt of the decision submit the grievance to advisory arbitration through the Association. The Association shall notify the Board in writing of its decision to proceed to advisory arbitration.

4.6.2 Within ten (10) school days after such written notice of submission to advisory 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 or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4.6.3 The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a 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 that the final settlements and proofs are submitted to the arbitrator.

4.6.4 The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning and conclusion on the issue 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 advises the commission of an act prohibited by law or which violates, adds to, subtracts from or modifies in any way the specific and expressed terms of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented involving the specific grievance.

4.6.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only if the grievance alleges a violation of this Agreement. All other grievances shall result in an advisory decision only.

4.6.6 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.

ARTICLE 5.0

HIRING PRACTICES

No newly hired aide shall be employed at a salary above step 3 of the guide. In cases of emergency, and with prior notification and discussion with the association, a newly hired aide may be hired at step 4.

ARTICLE 6.0

AIDES EVALUATION

Section 6.1 Frequency

Aides shall be evaluated once a year or more and shall be notified no later than October 1 as to the identity of their evaluator. A conference between the aide and the evaluator for the purpose of making suggestions and identifying any deficiencies for their correction shall be held no later than 3 days following the evaluation.

Section 7.6 Representation

At the aide's option, a GRESP representative may be present at all hearings provided for in this Article.

ARTICLE 8.0

NOTICE OF VACANCIES

Prior to seeking applicants for any teacher aide position, a notice shall be posted in each school and sent to the Association indicating that a vacancy exists. Such notice shall include the title of the position, the qualifications for the position, and the method of determining compensation.

ARTICLE 9.0

LAYOFF AND REHIRING PROCEDURES

Section 9.1 In the event of an opening, qualified aides on layoff shall be recalled.

Section 9.2 No new aide shall be hired while qualified aides are on layoff. In the event that no qualified aide on layoff accepts a position offered, the Board may then hire a new employee.

Section 9.3 When aides are recalled to work, they shall be restored at the step of the original salary scale at which they were at the time of layoff. All accumulated sick time and all other benefits said Employee has at the time of layoff shall be restored in their entirety upon the return of the Employee.

Section 9.4 The Board of Education shall determine the standard for the qualified aides list in the event of layoff.

ARTICLE 10.0

PROFESSIONAL DEVELOPMENT PROGRAM

Section 10.1 The Board agrees:

To pay the full cost of tuition for any courses, workshops, training sessions or other such sessions which an Employee is required by the administration to take; and

To cooperate with the GRESP in arranging inservice courses, workshops, and programs designed to improve the quality of work performed by its Employees. Inservice programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal nonworking time at which attendance is required shall be compensated at the rate of \$15 per hour.

Section 10.2 Employees shall be reimbursed at the rate of 75% of tuition costs to a maximum of \$1,200 for courses approved in advance by the Superintendent. These rates are per school year and non-accumulative and apply only to Employees taking courses while under contract to the Glen Rock School System. Tuition reimbursement shall be paid with respect to those courses in which a grade of "B" or better is attained, or a "P" in a pass/fail course. If the course is either graded or pass/fail, the Employee must take the grade option.

ARTICLE 13.0
SALARY GUIDES

<u>Step</u>	<u>1989-90</u>	<u>1990-91</u>
1	7,625	8,168
2	7,865	8,425
3	8,075	8,650
4	8,500	9,106
5	9,120	9,770
6	9,535	10,215
7	10,150	10,874

ARTICLE 14.0
INSURANCE

Section 14.1 Medical Coverage.

The Board shall provide medical coverage for regular Employees who work 20 or more hours per week and eligible dependents.

Section 14.2 Dental Coverage.

The Board shall provide dental and other orthodontic coverage for regular Employees who work 20 or more hours per week and eligible dependents.

ARTICLE 15.0
SEPARATION PAY

Section 15.1 Requirements.

15.1.1 Upon voluntary termination of employment any Employee shall be eligible for separation pay if the Employee resigns or retires and has been an Employee in Glen Rock for at least ten (10) years.

15.1.2 Separation pay shall be based on accumulated, unused sick leave.

Section 15.2 Rate of Payment.

15.2.1 A resigning Employee shall receive \$20 per day for each day of accumulated, unused sick leave up to a maximum of \$2,000.

15.2.2 A retiring Employee shall receive \$30 per day for each day of accumulated, unused sick leave up to a maximum of \$3,500.

ARTICLE 19.0

MANAGEMENT RIGHTS

Section 19.1 The Board retains and reserves unto itself all powers, rights, 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.

Section 19.2 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 20.0

AIDE'S RIGHTS

Section 20.1 Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby agrees that every Employee of the Board in the negotiated unit, as set forth in Article 2 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 expressly enumerated in said Act or to refrain from any and all such activities.

Section 20.2 A grievance shall not apply when the employment of an Employee is not renewed. An Employee with three or more continuous years of employment in Glen Rock who receives notice that employment for the succeeding school year will not be offered may, within ten days thereafter, request in writing an informal non-adversary hearing to provide the Employee with an opportunity to convince the Board to offer reemployment. The Board will notify the Employee of its final decision within five days following the informal hearing.

Section 20.3 Prior to recommending to the Board of the Education that an Employee be formally reprimanded, suspended, disciplined or have a salary increment withheld or adjusted, the Superintendent of Schools shall provide an opportunity for the Employee to meet with the Superintendent and appropriate members of the administrative staff to present data. The Employee shall receive prior written notice of the reasons for such meeting and shall be entitled to be accompanied by a person of the Employee's own choosing for advice and/or representation. If such a recommendation is made, the Employee shall, upon request, be granted an opportunity to appear before the Board in an informal non-adversary hearing to provide the Employee with an opportunity to convince the Board against the recommendation. The Board will notify the Employee of its final decision within five days following the informal hearing.

ARTICLE 21.0

AGENCY FEE

Section 21.1 Purpose of Fee

If an aide does not become a member of the GRESP during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the GRESP for that membership year to offset the costs of services rendered by the GREA as majority representative.

Section 22.3 Any individual contract heretofore or hereafter executed between the Board and an individual aide shall be subject to and shall be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

Section 22.4 Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to aides now employed, hereafter employed, or considered for employment by the Board.

Section 22.5 This agreement may not be modified or amended except by the mutual agreement of the parties, and such amendments must be reduced to writing, signed and adopted by the Board.

Section 22.6 The Board and the GRESP agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of aides on the basis of race, creed, color, religion, national origin, sex, age or marital status.

Section 22.7 Whenever any notice is required to be given by either of the parties to this Agreement to the other, it shall be sent to the following:

- (a) If by the GRESP, to the President of the Board of Education and the Superintendent of Schools;
- (b) If by the Board, to the President of the GRESP and the Superintendent of Schools.

ARTICLE 23.0

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1991. Absent a negotiated successor agreement, the provisions of this Agreement shall remain in full force and effect. Any successor agreement shall be retroactive to the expiration date of this Agreement.

Glen Rock Board of Education

by Rosa McNabola
President

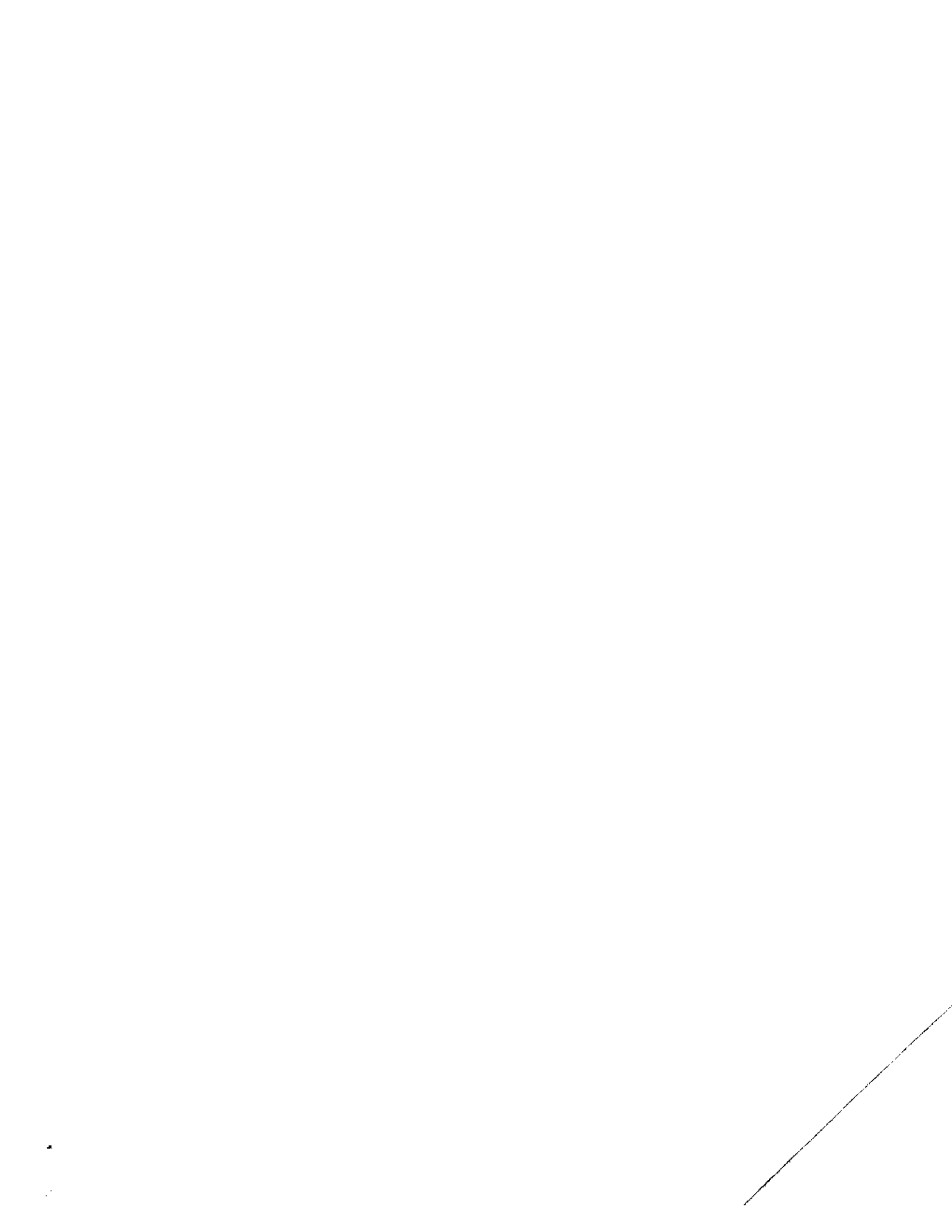
Date November 6, 1989

Glen Rock Education Support Personnel

by Blanche Kaponste
Representative

Date November 6, 1989

THIS IS THE FINAL PAGE OF THE NEGOTIATED AGREEMENT.



THE FOLLOWING POLICIES AND PROCEDURES ARE NOT A PART OF THE NEGOTIATED AGREEMENT, AND ARE PRINTED HERE SOLELY FOR THE CONVENIENCE OF THE STAFF.

GBRIA
GBRHB

Short Term Leaves

Short term leave will be arranged for individual staff members by the building principal.

Short term leave includes leave for bereavement, attending professional meetings and conferences, and personal days of absence.

1. PERSONAL DAYS

1.1 Personal days may be granted for the following reasons:

- 1.11 serious illness in the immediate family
- 1.12 marriage
- 1.13 legal responsibility
- 1.14 appearance in court
- 1.15 religious holidays
- 1.16 personal business
- 1.17 immediate family wedding
- 1.18 immediate family graduation
- 1.19 paternity

1.2 The granting of a personal leave day is left to the discretion of the building principal. The granting of such day will be based upon the ability of the staff member to accomplish an obligation at another time, and under extraordinary circumstances an absence for highly personal reasons need not be stated to the building principal.

1.3 Personal leave days will not be granted for extension of leaves or holidays, or for applying for another position, or for Association business, except that one personal leave day shall be granted annually, upon prior notice, to the president and president-elect of the Association.

1.4 In exercising his/her discretion in granting personal leave days, the principal shall follow the guide below in determining what number of leave days shall be reasonable annually for the specific reasons set forth. The aggregate number of personal leave days used for all reasons is an important factor and shall also be considered:

- | | |
|--|--------------|
| 1.41 serious illness or incapacity in immediate family | up to 3 days |
| 1.42 marriage | up to 3 days |
| 1.43 legal responsibility | up to 3 days |
| 1.44 appearance in court | up to 3 days |
| 1.45 religious holidays | up to 2 days |
| 1.46 personal business | up to 2 days |
| 1.47 immediate family wedding | up to 1 day |
| 1.48 immediate family graduation | up to 1 day |
| 1.49 paternity | up to 1 day |

1.5 If any employee is absent and a personal leave day is not granted, a deduction of 1/200 of his/her annual salary shall be made for each day of such absence. On appeal, the deduction may be set aside only by specific action of the Board of Education on the recommendation of the Superintendent of Schools.

2. BEREAVEMENT

A short term leave of absence will be granted in cases of bereavement for persons in the immediate family. For other relatives and close friends bereavement leave will be restricted to the day of the funeral.

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.

GBRHA

Sabbatical Leave

1. Applications

Applications shall be submitted on forms obtained from the Superintendent's Office and shall include a brief description of the intended activity during the leave. Additional explanatory and descriptive material may be submitted by the applicant or may be requested by the evaluating committee.

2. Evaluations of applications

2.1 Applications shall be submitted to an evaluating committee.

2.2 The evaluating committee shall consist of the following four members who shall be elected annually in September by their peers:

one elementary teacher
one elementary administrator
one secondary teacher
one secondary administrator

2.3 An administrator shall serve as chairman pro tempore to receive applications, advise applicants of procedures, and call the first meeting of the committee. At the first meeting the committee shall elect its permanent chairman for the year.

2.4 The committee shall review the applications and shall afford each applicant an opportunity for a personal interview.

2.5 The committee shall prepare recommendations for transmission to the Board. It shall also prepare a waiting list in order of priority if such becomes necessary because of an excess number of applications.

2.6 The committee shall forward its recommendations to the Superintendent in sufficient time for an independent analysis. The Superintendent shall transmit the recommendations of the evaluating committee to the Board of Education accompanied by an independent analysis in sufficient time for the Board to reach its decision prior to March 1 as specified in the policy.

3. Notifications

3.1 All notifications required by policy shall be in writing.

3.2 In the event a recommended applicant declines the sabbatical or does not receive Board approval, applicants on the waiting list shall be considered and shall be notified of any action taken by the Board.