

Contract no. 216

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**LIBRARY**  
**INSTITUTE OF MANAGEMENT**  
**AND LABOR RELATIONS**

OCT 14 1992

**RUTGERS UNIVERSITY**

**AGREEMENT**

**between**

**GLEN RIDGE  
BOARD OF EDUCATION**

**and  
GLEN RIDGE EDUCATION ASSOCIATION**

**JULY 1, 1990**

**TO**

**JUNE 30, 1992**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	Recognition . . . . .	2
II.	Definitions . . . . .	2
III.	General . . . . .	4
IV.	Negotiations Procedures . . . . .	4
V.	Grievance Procedure . . . . .	5
VI.	School Calendar/Vacations/Holidays . . . . .	8
VII.	Evaluation . . . . .	9
VIII.	/Substitutes . . . . .	12✓
IX.	Summer School . . . . .	13
X.	Personal and Academic Freedom . . . . .	13
XI.	Employee Files . . . . .	14
XII.	Transfers . . . . .	15
XIII.	Leaves of Absence . . . . .	15
XIV.	Sabbatical Leave . . . . .	19
XV.	Strikes and Sanctions . . . . .	20
XVI.	Working Conditions . . . . .	21
XVII.	Student Discipline . . . . .	24
XVIII.	Employee Protection . . . . .	24
XIX.	Employment, Recruitment and Qualifications . . . . .	25
XX.	Employee and Association Rights . . . . .	26
XXI.	Vacancies . . . . .	28
XXII.	Insurance Protection . . . . .	29
XXIII.	Joint Study Committee . . . . .	30
XXIV.	Professional Development and Educational Improvement . . . . .	31
XXV.	Board's Rights and Responsibility . . . . .	32
XXVI.	Compensation . . . . .	32
XXVII.	Representation Fee . . . . .	33
XXVIII.	Effective Dates and Duration . . . . .	35

**GLEN RIDGE, NEW JERSEY**

**AGREEMENT**

THIS AGREEMENT is made effective the first day of July, 1990, between the GLEN RIDGE BOARD OF EDUCATION (hereinafter referred to as the BOARD) with its principal office in the Township of Glen Ridge Borough, County of Essex and State of New Jersey, and the GLEN RIDGE EDUCATION ASSOCIATION (hereinafter referred to as the ASSOCIATION) of the Township of Glen Ridge Borough, County of Essex and State of New Jersey.

WHEREAS, the BOARD and the ASSOCIATION recognize that the major objective of the School District is to provide high quality education for the students of the Township of Glen Ridge Borough, and that high morale of the School District's staff is a major factor toward that end; and

WHEREAS, the BOARD and the staff share responsibility for providing quality education for the students of the School District, and the BOARD and the ASSOCIATION recognize that the staff, because it possesses specialized educational qualifications and because it has direct contact with the students, is particularly qualified to assist in carrying out the policies and programs designed to provide quality; and

WHEREAS, the members of the BOARD are elected by the qualified voters of the School District as the governing body of the School District and, as such are custodians of the public trust, are charged with fiscal responsibility, and charged with the responsibility of formulating policies and programs designed to provide quality education to the School District within the means provided by the District; and

WHEREAS, the BOARD is desirous of obtaining the advice and recommendations of the staff in the formulation of policies and programs; and

WHEREAS, the BOARD and the ASSOCIATION recognize that the attainment of quality educational programs requires mutual understanding and cooperation between the BOARD and the staff and, to this end, good faith negotiations between the BOARD and the ASSOCIATION with a free and open exchange of views are essential;

NOW, THEREFORE, in consideration for the following mutual covenants and other good and valuable consideration, the BOARD and ASSOCIATION agree:

## **ARTICLE I. RECOGNITION**

- 1.1 The Board recognizes the Association as the representative for collective negotiations concerning the term and conditions of employment for all members of the professional staff, secretarial staff, and audiovisual technician of the school district of the Township of Glen Ridge Borough except the following:
- A. Administrators or any personnel having the power to hire, discharge, discipline, or to effectively recommend the same.
  - B. Substitute Teachers.
  - C. Aides.
  - D. Temporary secretaries, clerical employees and confidential employees.
    - (1). Secretary to Superintendent
    - (2). Secretary to School Business Administrator/Board Secretary.
    - (3). Central office Accountant.
- 1.2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

## **ARTICLE II. DEFINITIONS**

### **Section 1 (All Employees)**

- 2.1 The term "employee", "teacher" and "secretary" refer to all regularly assigned personnel represented exclusively by the Association in the negotiating unit as defined in ARTICLE I. RECOGNITION.
- 2.2 The term "Board" as used in this Agreement shall mean the Board of Education of the Township of Glen Ridge Borough, Essex County, State of New Jersey.
- 2.3 The term "Association" as used in this Agreement shall mean the Glen Ridge Education Association.
- 2.4 The terms "School District" and "Glen Ridge Public Schools" as used in this Agreement shall mean the Glen Ridge Schools in the Township of Glen Ridge Borough, Essex County, State of New Jersey.
- 2.5 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Glen Ridge Public

Schools, Township of Glen Ridge Borough, Essex County, State of New Jersey.

- 2.6 When the singular is used it is to include the plural.
- 2.7 Whenever the masculine is used, it is to include the feminine.
- 2.8 The term "parties" as used in this Agreement refers to the Board and Association.
- 2.9 The term "day" or "days" shall mean, except where specifically indicated otherwise, work days; thus, weekends or vacation days are excluded.

**Section 2 (Excluding Secretarial Employees)**

- 2.10 The term "school year" as used in this Agreement shall mean the period of time when pupils are in attendance, orientation days, and any other days on which teachers' attendance is required.
- 2.11 The term "extra-curricular" services shall mean all those services for which teachers are responsible to the administration and are in excess of teaching and professionally related duties and may be performed on a regular or irregular basis.
- 2.12 The term "major subject(s)" shall mean major academic disciplines: English, foreign language, reading, mathematics, science, social studies, physical education/health, and related arts.
- 2.13 The term "subject field(s)" shall mean a course division or track within a major subject: Spanish 1; Freshman English, Track 1; History II, Track 2; etc.

**Section 3 (Excluding Professional Employees)**

- 2.14 "Twelve-month" secretaries shall work from July 1 through the following June 30, excluding holidays and earned vacation time.
- 2.15 "Ten-month" secretaries shall not report for work on holidays or days when school is not in session, except that they will be required to report on September 1, or the first working day following, through June 30. If professional staff is required to report prior to September 1 because of calendar situations, ten-month secretaries will be required to report two days prior to the return of the professional staff and shall be paid at 1 1/2 times the hourly rate. Ten-month

secretaries will work a full day on 12:30 student dismissal days except on district-wide pre-holiday early dismissals.

### **ARTICLE III. GENERAL**

- 3.1 The Board shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age or membership in any employee organization.
- 3.2 The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age or marital status, and to represent equally all employees without regard to membership in any employee organization.
- 3.3 The employee shall have, and shall be protected in the exercise of, the right, freely and without penalty of reprisal, to join and assist the Association or to refrain from such activity.
- 3.4 This Agreement constitutes Board Policy for those items included and for the term of said Agreement. The Board and Association will carry the commitments contained herein and give them full force and effect.
- 3.5 No change, recision, alteration, or modification of this Agreement in whole or in part shall be valid unless reduced to writing, signed and ratified by the Board and the Association.
- 3.6 This Agreement shall be governed and construed according to the Constitution and Laws of the State of New Jersey and, if any provision of this Agreement shall be found to be contrary to any such law and therefore invalid, all other provisions of this Agreement shall continue in full force and effect.
- 3.7 In case of any direct conflict between the express provisions of the Agreement and any Board or Association policy, practice, procedure, custom or writing not incorporated in the Agreement, the provisions of this Agreement shall control.

### **ARTICLE IV. NEGOTIATIONS PROCEDURES**

- 4.1 The Board will provide the Association with the preliminary proposed budget and narrative explanation for the next fiscal year as it will be available to the public.
- 4.2 Agreement between negotiations parties shall be final following ratification of each constituent body.

## **ARTICLE V. GRIEVANCE PROCEDURE**

### **Definitions**

- 5.1 A "grievance" shall mean a complaint by a person or persons covered by this Agreement and/or the Association relating to the application of, or interpretation of, any of the provisions of this Agreement, except the following shall not be the basis of any grievances:
- A. The method of review as prescribed by law;
  - B. Any matter where the Board is without authority to act; and
  - C. The Board's right to hire, re-employ or terminate the services of any prospective or non-tenure employee.
- 5.2 A "grievant" is a person or persons and/or the Association covered by this Agreement asserting a grievance.
- 5.3 A "party in interest" is a person or persons and/or the Association asserting a claim or against whom a claim has been made.
- 5.4 No employee shall be disciplined, reprimanded (excluding employee evaluations) reduced in rank or compensation or deprived of any professional advantage without just cause. Any such asserted action by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth. Furthermore, the parties agree that only grievances affecting mandatory negotiable terms and conditions of employment as defined by the New Jersey Public Employment Relations Commission (PERC) shall be subject to the just cause provision.

### **Purpose**

- 5.5 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5.6 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided

the adjustment is consistent with the terms of this Agreement.

#### **General Provisions**

- 5.7 It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties.
- 5.8 Any employee shall also have the right to be represented at all levels of the grievance procedure by himself, or at his option, by the Association's representative.

#### **Time Limits**

- 5.9 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The limits specified may, however, be extended by written agreement of the parties of interest. Failure to process a grievance within the time prescribed in this policy shall constitute a waiver of the grievance. Conversely, failure by the administration or the Board to respond to a grievance within the time prescribed shall constitute an acceptance of the grievance.
- 5.10 If a grievance is not filed in writing within twenty-five (25) working days of the act or condition on which the grievance is based, then the right to grieve the act or condition shall be considered as waived.
- 5.11 Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decisions rendered at that level.
- 5.12 If a grievance is filed which might not be finally resolved at LEVEL THREE under the time limits set forth herein prior to the end of the work year, and which, if left unresolved until the beginning of the following work year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the work year, or as soon thereafter as is practicable.



## **PROCEDURE**

### **Informal Procedure**

- 5.13 If an employee feels that he may have a grievance, he shall first discuss the matter with his appropriate administrator in an effort to resolve the problem informally.
- 5.14 If the employee is not satisfied with such disposition of the matter, he shall have the right to have the Association representative assist him in further efforts to resolve the problem informally with the appropriate administrator.

### **Level One**

- 5.15 If the grievant is not satisfied with the outcome of the informal procedure, he may present his claim in writing as a formal grievance to the appropriate administrator.
- 5.16 The appropriate administrator shall, within ten (10) work days after receipt of the claim in writing and conference with the grievant, render his written decision in duplicate to the grievant.

### **Level Two**

- 5.17 If the grievant is not satisfied with the disposition of his grievance at Level One, the grievant may within fifteen (15) work days file the grievance in writing with the Association and the Superintendent.
- 5.18 The Superintendent or his designee will represent the Board at Level Two of the grievance procedure and, within ten (10) work days after receipt of the written grievance, will meet with the grievant in an effort to resolve the grievance.
- 5.19 The Superintendent or his designee shall, within ten (10) work days after meeting with the grievant, render his written decision to the grievant, with a copy to the Association.

### **Level Three**

- 5.20 If the grievant is not satisfied with the disposition of his grievance at Level Two, he may submit a written request within ten (10) work days of the receipt of the written decision under Level Two, to the Superintendent and the Association for a meeting with the Ad Hoc Board's personnel committee and representatives of the Association to discuss the grievant's complaint. The written request under Level Three shall specifically describe the points at issue and

the reasons for the grievant's dissatisfaction with the decisions rendered at Level One and Level Two.

- 5.21 Within ten (10) work days upon receipt of the grievant's written request, the Board's Ad Hoc personnel committee, the Association, and the Superintendent shall meet to discuss the complaint and every effort shall be made to arrive at a satisfactory solution to the problem, including recommendations to the Board for courses of action to be taken. The Board's Ad Hoc personnel committee, the Association, and the Superintendent shall submit to the Board a written summary of the problem and any recommendations for courses of action. The Board's decision shall be rendered in writing to the grievant within ten (10) work days, copies of the decision being forwarded to the Association.

#### **Level Four**

- 5.22 If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period of ten (10) days, a demand for arbitration may be submitted to the Public Employment Relations Commission (PERC) by either party. If a demand is filed, the parties shall then be bound.
- 5.23 The arbitrator's decision shall be in writing, shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 5.24 In the event that the arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator where the issue is a question of contract arbitrability and jurisdiction shall rest with the Public Employment Relations Commission or Superior Court where the issue is one of legal arbitrability.
- 5.25 The cost for the service of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **ARTICLE VI. SCHOOL CALENDAR/VACATIONS/HOLIDAYS**

##### **Section 1 (Excluding Secretarial Employees)**

- 6.1 The Board of Education or its designated representative will program the School Calendar in cooperation with the Association. The calendar shall consist of the number of days sufficient to cover 180 days of pupil instruction, plus

two orientation days at the beginning of the year and one (1) in-service day. One of the two orientation days shall be used exclusively for classroom preparation. The last day of school shall be a 12:30 dismissal day.

**Section 2 (Excluding Professional Employees and Ten-month Secretaries)**

- 6.2 All twelve-month secretaries shall be eligible for a vacation according to the following conditions:
- A. The selection of vacation time requires the prior approval of the immediate supervisor. Such approval should not be arbitrarily or unreasonably denied.
  - B. All twelve-month secretaries shall be entitled to twenty (20) days earned vacation in each year after one full year of employment. For less than one full year of employment a twelve-month secretary shall be eligible for two (2) days' vacation for each month of service, not to exceed a maximum of twenty (20) days.
- 6.3 All twelve-month secretaries shall be entitled to the following paid holidays: July 4, Labor Day, Religious Observance (if on the school calendar), NJEA Convention, Thanksgiving Recess, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day.

**ARTICLE VII. EVALUATION**

**Section 1 (Excluding Secretarial Employees)**

- 7.1 Teachers have the right to adequate and constructive supervision by the appropriate administrator as required by State law and administrative code governing the evaluation of professional staff.
- 7.2 Teachers must be punctual and responsible to their assignments throughout the school year, and when they are not, they are to be notified by the administrator in writing.
- 7.3 Teacher performance shall be evaluated in the light of all evidence pertinent to the discharge of the teacher's professional responsibilities.
- 7.4 One pre-conference shall be scheduled before the annual series of formal visitations by supervisory personnel.

- 7.5 Non-tenure teachers shall be evaluated by their administrator at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference.
- 7.6 Tenure teachers shall be evaluated at least once (1) each year by their administrator, to be followed in each instance by a written evaluation report and by a conference.
- 7.7 All formal class visits and evaluation reports will be reviewed in the conference between the teacher and the person making the report. All such reports shall be signed by the teacher to indicate that he has seen them and discussed them within seven (7) days of the classroom visit. Signing the report in no way indicates agreement with its contents.
- 7.8 Prior to writing up a classroom observation, the observer will confer with the teacher about what occurred in the class. The observer will then write up the observation and submit the written report to the teacher within seven (7) days of the classroom visit. The teacher shall sign and return the report, indicating that he/she has seen and discussed it, within three (3) days of receipt of the report.
- 7.9 Teachers have the right to prepare comments in regard to class visit or observation report, and these comments shall be attached to all copies of the report.
- 7.10 Should a question arise concerning a teacher's renewal or increment, the teacher's personnel file must be reviewed by the Board of Education.
- 7.11 Upon request teachers may view the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator or designee.
- 7.12 In the absence of formal class visits and evaluation reports, or formal notification to the contrary by April 1 or formal entries into the personnel file, a tenured teacher may assume that his performance is fully satisfactory and he is eligible for any and all benefits dependent on satisfactory performance.
- 7.13 A teacher shall be apprised by his immediate administrator of any complaints regarding such teacher by any parent, student, or other person which do or may influence the evaluation of a teacher. The immediate administrator shall meet with the teacher to attempt to resolve the matter informally.

- 7.14 Every effort shall be made by the appropriate administrator to help the teacher if there is evidence of need for such assistance. Written documentation of such help acknowledged and signed by the teacher shall be made part of the teacher's personnel file. Signing such evidence in no way indicates agreement with said documentation and the teacher has the right to attach a written rebuttal should a disagreement occur.
- 7.15 Evidence of unsatisfactory performance shall be brought to the teacher's attention and the teacher shall be given sufficient time for improvement.
- 7.16 Non-tenure teachers shall be entitled to an evaluation conference prior to any contract recommendations and may respond to the evaluation in writing to the immediate supervisor. A copy of the teacher's response shall be attached to the evaluation.
- 7.17 No teacher shall be deprived of any professional advantage without proper implementation of the evaluation procedures specified in this Agreement.
- 7.18 All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- ✓ 7.19 Teachers shall be formally evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- 7.20 All teachers will be evaluated in the same manner on standard forms contained within the Evaluation Guidelines.

## **Section 2 (Excluding Professional Employees)**

- 7.21 Secretaries have the right to adequate and constructive supervision by the appropriate administrator.
- 7.22 Secretaries must be punctual and responsible to their assignments throughout the year, and when they are not, they are to be notified by the appropriate administrator.
- 7.23 Secretarial performance shall be evaluated in the light of all evidence pertinent to the discharge of the secretary's responsibilities. Evidence of unsatisfactory performance shall be brought to the employee's attention and the employee shall be given a recommendation(s) for improvement.
- 7.24 Non-tenure secretaries shall be evaluated by the appropriate administrator at least twice in each school year, to be followed by a written evaluation report and by a conference

between the secretary and the appropriate administrator for the purpose of identifying any deficiencies.

- 7.25 Tenured secretaries shall be evaluated at least once each year by their appropriate administrator to be followed in each instance by a written evaluation report and by a conference, if requested by either party.
- 7.26 Secretaries have the right to prepare comments in regard to evaluation reports and these comments shall be attached to all copies of the report.
- 7.27 Evaluations will be signed by the secretary to indicate that the evaluation has been seen and discussed with the appropriate administrator. Signing the evaluation in no way indicates agreement with its contents.
- 7.28 No evaluation shall be submitted to the Central office (or the Board of Education), placed in the secretary's file or otherwise acted upon without prior conference with the secretary.
- 7.29 Upon request, secretaries may view the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator.
- 7.30 Regarding any matter which would adversely affect the continuation of a tenured secretary in employment, position or salary, or any increment, pertaining thereto, the tenured secretary shall be given prior written notice of the reasons for such action and opportunity for a hearing before the action is final.

#### **ARTICLE VIII. SUBSTITUTES**

##### **(Excluding Secretarial Employees)**

- 8.1 Only under emergency conditions may regular teachers be requested to cover classes or substitute in classes other than their own. Before a teacher is assigned, where reasonable, attempts shall be made to find a volunteer.
- 8.2 Teacher assignments made pursuant to 8.1 shall be compensated at the rate of twenty (\$20.00) dollars per class hour. Time in excess of one hour shall be computed in fifteen minute blocks.

## **ARTICLE IX. SUMMER SCHOOL**

### **(Excluding Secretarial Employees)**

- 9.1 In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for available summer school positions and who have notified the Superintendent of their desire to teach in the summer school program in filling such positions.
- 9.2 A list of proposed summer school teaching positions will be made available to all teachers on or before April 1st. Teachers desiring to teach in the summer school program shall notify the Superintendent in writing within the time limits set by the Administration.
- 9.3 Rates for summer school positions will be determined by the Board following notification to and negotiation with the Association.

## **ARTICLE X. PERSONAL AND ACADEMIC FREEDOM**

### **Section 1 (Excluding Secretarial Employees)**

- 10.1 The Board and Association agree to educate the Glen Ridge students in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- 10.2 Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom which permits and encourages students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study-investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher has the right to express his point of view provided his students clearly understand that it is his personal opinion and is not to be accepted by them as an authoritative statement. The teacher is responsible for exercising his judgment in selecting for discussion those relevant issues which he may deem to be of value consistent with the maturity and understanding of the students involved.

## **Section 2 (All Employees)**

- 10.3 Freedom of individual conscience, association and expression will be observed both to safeguard the legitimate interest of the school and to exhibit by appropriate example the objectives of a democratic society.
- 10.4 Employees will be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such an employee.
- 10.5 There will be no reprisal of any kind taken against any employee by reason of his membership in the Association or participation in its activities.
- 10.6 Employees shall not engage in outside employment that will impair the effectiveness of the employee's service or permit commercial exploitation of their position.

## **ARTICLE XI. EMPLOYEE FILES**

- 11.1 All material placed in the permanent personnel files and originating within the School District shall be available to the employee at his request for inspection. A copy of any material placed in the permanent personnel files and originating within the School District shall be provided to the employee within seven (7) working days of such placement.
- 11.2 No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- 11.3 At least once every two years an employee shall have the right to indicate those documents and/or other materials in his personnel file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and, if in fact they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be appealed directly to the Board. The Board's decision in this matter shall be final and not subject to grievance.



## **ARTICLE XII. TRANSFERS**

### **Section 1 (Excluding Secretarial Employees)**

- 12.1 The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the School District. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.
- 12.2 A change in teaching position from one school to another may be requested by a teacher, Principal, or the Superintendent. In considering such a request for transfer the convenience and wishes of the teacher will be considered.
- 12.3 The Superintendent shall have posted in the office of each school a list of the known vacancies as they occur during the school year.
- 12.4 In the event that a teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent shall meet with the concerned parties. The teacher may, at his option, elect to have an Association representative present at such a meeting.
- 12.5 A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent teaching position, one which does not involve reduction in rank or in contractual compensation.

### **Section 2 (Excluding Professional Employees)**

- 12.6 Consideration of a request for transfer, assignment or promotion by an employee shall be based on qualifications and the existence of a vacancy. If one or more employees are deemed equally qualified to fill a vacancy, the employee with the longest period of service in the district shall be given preference.
- 12.7 The Board shall have the right to make assignments within the same job classification without limitations.
- 12.8 Ten-month secretaries assigned to a twelve-month work year shall be given equal experience credit.

## **ARTICLE XIII. LEAVES OF ABSENCE**

### **Section 1 (All Employees)**

- 13.1 Sick Leave. "Sick leave" is defined to mean the absence of any employee from his or her post of duty 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 on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

13.2 Employees shall be entitled to as many sick leave days each school year as provided by statutory enactment of the State of New Jersey. There shall be no limit to the number of sick leave days accumulated.

13.3 The Board will pay departing (excluding leaves of absence) employees who have been employed in the district at least ten (10) years for one-half the number of accumulated sick days at the following rates:

	<u>1990-1991</u>	<u>1991-1992</u>
Up to and including 50 days.....	\$ 25.00	\$ 30.00
51 and up to 100 days.....	\$ 35.00	\$ 40.00
101 and up to 150 days.....	\$ 45.00	\$ 50.00
151 days and over.....	\$ 55.00	\$ 60.00

Upon death, the payment of any employee's accumulated sick days shall be made to his or her estate.

13.4 Personal Leave. Each employee may, upon application and approval of the appropriate administrator and Superintendent or designee, be absent with full pay for a maximum of three (3) days in one year for personal business for which the employee need not specify any reason. It is the intention that this leave be for reasons of hardship or other pressing need and not personal convenience. No personal day shall be granted on the days preceding or following a school holiday or vacation. Where possible, the employee shall provide twenty-four (24) hours' advance notice. Any unused personal days become accumulated sick days, as per 13.3. Employees will receive ten (10) sick and three (3) personal days each year. Twelve-month employees will receive fifteen (15) sick days and three personal days each year.

13.5 Professional. Absence with full pay may be allowed for worthwhile work experiences, trips involving school business and attendance at Association conferences by the incumbent officers or their designees. Only the appropriate administrator's advance approval will be required for one-day trips. The Superintendent's advance approval will be required for overnight and longer trips.

13.6 Leave Without Pay. Any employee may, upon written request and with the approval of the Superintendent and Board of Education, be granted an unpaid leave for the following reasons: prolonged illness; needed rest accompanied by a physician's certificate; necessities of home; professional

improvement when the employee is not eligible for sabbatical leave; employment at a United States military installation abroad, assignment in Peace Corps; or any other activities which would, in the opinion of the Board or the Superintendent, redound to the future benefit of the Glen Ridge School System.

13.7 All benefits to which the employee is entitled at the time of such leave of absence, including unused accumulative sick leave, shall be restored upon his return, and he will be assigned to the position he held at the time said leave began, if possible, or to a substantially equivalent position.

13.8 Requests for leave without pay must be received no later than April 1st of the year preceding the year for which the unpaid leave is requested. In cases of personal emergency, the application date may be waived.

13.9 A. Childbirth

1. Leaves of absence for childbirth shall be granted consistent with applicable law. The employee shall be afforded use of her accumulated sick days for disability periods. Upon normal physician's certification, a teacher shall be entitled to 20 working days before and 20 working days after the anticipated date of birth (including school holiday and vacation periods). Upon additional specific medical certification, a teacher with pregnancy complications shall be entitled to utilize additional accumulated sick leave as necessary.
2. Pregnant employees shall notify the Superintendent of Schools of their condition and anticipated delivery date as soon as possible but in no case less than 120 days prior to the delivery date. Their notice should include the anticipated date to commence the leave and their intention as to use of sick days (if available).
3. Pregnancy leave granted to a nontenured employee shall be limited to the specific school year and there shall be no guarantee of renewal as a result of the leave of absence.
4. Employees returning from a pregnancy leave of absence shall be entitled to all benefits to which other employees returning from other types of sick or disability leave would be entitled.

B. Childrearing Leave

The Board shall grant childrearing leaves without pay to an employee upon request according to the following conditions:

1. In cases where both husband and wife are employees, only one employee shall be granted said leave.
  2. In cases of female employees, the application for leave shall be made simultaneous with the application for childbirth leave and shall become effective immediately upon the termination of the disability period. If a man makes application for childrearing leave, it must be made at least 120 days in advance of the anticipated leave date. In the case of adoption, either a man or woman shall apply for leave upon obtaining of de facto custody of the child.
  3. The initial childrearing leave (and childbirth leave where applicable) shall run from the date of commencement to the end of that school year. If the employee wishes to extend the childrearing leave, he/she shall apply by April 1 for an extension of the leave for one (1) full school year. If birth or adoption occurs after April 1, the employee shall make application within thirty (30) days of the birth or adoption. There shall be no further childrearing leaves granted.
  4. A childrearing leave granted to a nontenured employee shall be limited to the specific school year and there shall be no guarantee of renewal as a result of the leave of absence.
- 13.10 A further extension of absence or a second leave of absence may be granted at the will of the Board upon recommendation of the Superintendent.
- 13.11 Any employee adopting an infant child may receive similar leave which shall commence upon receiving defacto custody of the infant or earlier if necessary to fulfill the requirements for the adoption.
- 13.12 Military Leave. Military leaves of absence shall be granted for employees who are inducted for military duty in any branch of the Armed Forces of the United States. Employees on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in the active service of the district, as provided by Title 18A, New Jersey Law.
- 13.13 Good Cause. Leaves of absence with pay may be granted by the Board for good reason, but would not include marriage and honeymoon.
- 13.14 Employees on leave must notify the Board by March 1st if he/she plans to return the following year.
- 13.15 Leaves will be forfeited if there is evidence the employee is not fulfilling the purpose of the leave.

- 13.16 When an employee loses time from work because of a death or serious illness occurring in the employee's immediate family, the Board will pay said employee his/her regular wages for days lost from scheduled work (Saturdays, Sundays, holidays and vacation excluded) from the date of death or serious illness to the day immediately following the day of burial inclusive or commencement of serious illness, but in no event for more than five (5) days.
- A. An employee who fails, without just cause, to attend the funeral shall be ineligible for the above benefits.
  - B. For the purpose of Section 13.16 the term "immediate family" shall mean the employee's husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law or relatives residing as a member of the employee's immediate household.
  - C. Serious illness shall mean an illness of a member of the immediate family when the attending physician, in writing, states that the attention of the employee is required to assure the proper recuperation of said member.
- 13.17 When an employee loses time from work because of a death occurring in the employee's family other than as defined above, the Board will pay said employee his/her regular wages for one (1) day lost from scheduled work (Saturdays, Sundays, holidays and vacations excluded) for the burial.
- A. An employee who fails, without just cause, to attend the funeral shall be ineligible for the above benefits.
  - B. For the purpose of Section 13.17, the term "family" shall mean the employee's uncle, aunt, cousin, grandparents, grandchildren.

#### **ARTICLE XIV. SABBATICAL LEAVE**

##### **(Excluding Secretarial Employees)**

- 14.1 Sabbatical leaves of absence are granted for professional improvement upon recommendation of the appropriate administrator and Superintendent for reasons of value which, in the opinion of the Board, shall render a benefit to the School District, subject to the following conditions:
- 14.2 Written requests for sabbatical leaves of absence must be received in the Superintendent's office not later than November 1st of the year preceding the semester of the school year in which the sabbatical leave is requested.

- 14.3 The teacher must have completed at least seven (7) years' consecutive active service inclusive of approved leave as a regularly appointed teacher in the Glen Ridge schools in order to be eligible to request a sabbatical leave.
- 14.4 Teachers on sabbatical leave of absence will be paid at one-half of their annual salary rate. Upon return, the teacher shall be placed on the appropriate level as though the teacher had not been on leave.
- 14.5 A sabbatical leave of absence may be extended without pay or increment for one additional year by Board approval.
- 14.6 Any teacher granted sabbatical leave of absence must agree in writing to continue working two years in the school system following the sabbatical leave. The teacher will agree by signing a promissory note before being granted the leave to remit to the Board the monetary amount paid pro-rated to the time not served except if there should occur any physical incapacity during this time, the Board may relieve him of such obligations.
- 14.7 No more than two (2) percent of the teaching staff shall be absent on sabbatical leave at any one time.
- 14.8 A teacher may elect, in lieu of a sabbatical leave after five (5) consecutive years of service in Glen Ridge, to take one, two or three summers exclusively for study in a planned and a full academic program (full load as determined by the college or university) with a 15 percent stipend of the annual salary of each successive contractual year for each six week summer period of study. This type of sabbatical leave shall be considered to end at the conclusion of the third summer.
- 14.9 The Board agrees to assume the responsibility for obtaining qualified substitute replacement for all teachers granted leaves from their regular employment.
- 14.10 Subsidy for graduate course credit will not be granted for credits earned while on paid sabbatical leave.

#### **ARTICLE XV. STRIKES AND SANCTIONS**

- 15.1 The Association agrees that it will not cause, engage in, sanction, or assist in any strike or refusal to perform the duties of employment by any employee.
- 15.2 No employee shall cause or participate in any strike or slowdown affecting the Glen Ridge School District directly or indirectly, or refuse to perform the duties of his or her employment.

- 15.3 The Association further agrees that it will refrain from imposing sanctions or refrain from encouraging other persons, groups or persons, or associations to impose sanctions against the School District.

## **ARTICLE XVI. WORKING CONDITIONS**

### **Section 1 (Excluding Secretarial Employees)**

- 16.1 The Association and the Board agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and an expenditure of time beyond the assigned class periods.
- 16.2 As a professional, the teacher has the right and obligation with the accompanying responsibility to determine the time required to effectively discharge his duties. The work day shall consist of 7-1/2 hours to be determined by the building principal and to start no earlier than 7:30 AM and end no later than 3:30 PM unless a teacher volunteers. No future change may occur without negotiations. Extensions of the normal teacher responsibilities beyond the classroom may include meeting with parents to discuss areas of mutual concern. The Administration shall not unilaterally extend this time.
- 16.3 The Board and Association agree that proper implementation of the ungraded philosophy with the accompanying cooperative teaching and multi-age grouping requires definite and uninterrupted preparation time. To insure that this time is available, the Board and Association will strive for a goal of equal preparation time at the primary, middle school and high school levels.
- 16.4 It is expected that preparation periods will be used for such things as thorough class preparation, conferences with students, teachers, parents, and administrators, teaching interns, supporting personnel, and special assistance to students individually and/or in small groups, professional reading, writing, and research. The Board and Association agree that an extensive professional and curriculum library should be established as soon as possible.
- 16.5 All teachers shall be scheduled for a duty-free uninterrupted lunch period of at least thirty (30) minutes.
- 16.6 In an attempt to achieve realistic instructional groups the Board agrees to consult with the teacher and appropriate administrator regarding differentiating the curriculum, staffing requirements, and utilization of support personnel.

- 16.7. For secondary teachers, sixth period teaching assignments shall be compensated at \$3000.00 per school year.
- A. If there are no qualified volunteers or no qualified part-time teachers on staff, nine (9) teachers, not to exceed three (3) per department (social studies, science, business/related arts, foreign language, math, English) may be assigned a sixth period teaching assignment.
  - B. There will be no limit on the number of volunteers.
  - C. No teacher, unless said teacher volunteers, shall be required to carry a sixth period teaching assignment for two consecutive years.
    - (1) No teacher assigned a sixth period including a volunteer shall have a non-teaching duty.
    - (2) A teacher with six teaching assignments shall not be required to prepare for more than three (3) different subject fields.
    - (3) A teacher who spends more than 50% of teaching time with grades 7-12 will be considered a secondary teacher.
- 16.8 Teachers should not be required to teach in more than two (2) major subjects and prepare lessons for more than three (3) different subject fields except:
- A. Grades Pre-K - 6.
  - B. The Board may assign teachers four (4) different subject fields to no more than nine (9) teachers in grades 9-12 and four (4) teachers in grades 7-8 for no more than a total of thirteen (13) teachers. Those teachers assigned a fourth preparation shall receive a fifteen (15) minute reduction of non-teaching duty.
- 16.9 To the extent feasible in existing buildings, the Board will provide:
- A. Space in each classroom which teachers may use for storing instructional materials and supplies.
  - B. An appropriately furnished room to be used as a faculty lounge.
  - C. Teacher workroom containing adequate equipment and supplies to aid in preparation of instructional materials.



- D. A serviceable desk, chair, and filing cabinet for exclusive use of each teacher. This equipment is not necessarily located in the classroom.
  - E. Teacher manuals of all texts used by the teachers, including a dictionary.
- 16.10 Teachers shall be notified of any change in their tentative program, schedule, and assignment level for the ensuing year, including the school to which they will be assigned, as soon as administratively practicable.
- In the event that such assignments for the ensuing year or subsequent changes therein involve a change in major subject or grade level assignment, such change or assignment shall be made only after a meeting between the teacher and the administrator at which time the teacher shall be notified of the reason therefor. The teacher may, at his option, have an Association representative present at such meetings.
- 16.11 Meetings which take place after the regular in-school workday and which require attendance shall not be called on days immediately preceding any day teacher attendance is not required at school. This provision does not apply to team planning sessions.
- 16.12 The notice of and purpose for any meeting shall be given to the teachers involved prior to the meetings, except in cases of emergency.
- 16.13 The administration may schedule fourteen (14) meetings per year, seven (7) to extend one (1) hour beyond the regular work day and seven (7) to extend one-half hour beyond the regular work day.
- 16.14 The teachers will hold three (3) evening conferences per year. A 12:30 dismissal day will follow the third conference. That conference will be scheduled for a Thursday evening. A dinner allowance of twenty (\$20.00) dollars will be paid by the Board.
- 16.15 Teachers will attend one Back-to-School night per year. Dismissal on the following day will be 12:30 for students and teachers.
- 16.16 No teacher shall be involuntarily assigned to teach classes beyond the regular school day.
- 16.17 Teachers shall not be required to change teaching stations more than two times a day unless such movement is unavoidable within the school schedule.

- 16.18 Teacher participation in extra-curricular activities which extend beyond the regularly scheduled school day, at the direction of the Board, shall be compensated.
- 16.19 Each teacher shall be expected to have at least one committee responsibility each year that extends beyond his/her teaching role.
- 16.20 Any teacher on a school sponsored overnight field trip with students shall receive an allowance of seventy-five (\$75.00) dollars for each night.

**Section 2 (Excluding Professional Employees)**

- 16.21 Overtime compensation. All employees shall be entitled to their hourly rate as computed by dividing the regular weekly pay by 35 hours for work done up to 40 hours per week. Compensation for work over 40 hours shall be at a rate of one and one-half (1-1/2) times the hourly rate.
- 16.22 Hours of work shall be from 8:00 am to 4:00 PM (7:45 - 3:45 at the High School) when school is in session. When school is not in session hours of work shall be from 8:30 am to 3:30 PM.
- 16.23 If a reduction in force is necessary amongst the secretarial staff, a more senior secretary may bump a less senior secretary provided that she has the skills to perform the requested position.

**ARTICLE XVII. STUDENT DISCIPLINE**

**(Excluding Secretarial Employees)**

- 17.1 Student discipline is the mutual responsibility of both teachers and administrators in all school areas.
- 17.2 Student discipline in the classroom or during student activities shall be the responsibility of the teacher in charge. However, serious disciplinary infractions and disruptive students whose behavior does not respond to a teacher's disciplinary actions, or the student whom the teacher can no longer control, and whose actions interfere with the learning of other students, shall be referred to the principal or his designee.

**ARTICLE XVIII. EMPLOYEE PROTECTION**

- 18.1 Nothing herein contained shall prevent an employee from using reasonable force as is necessary under the circumstances for self-protection or protection of any

person or property for which he is responsible as provided by law.

- 18.2 Employees shall be required to report in writing to the Superintendent or his designee any case of assault in connection with their employment. Assault shall include but not be limited to harm or threats of harm to person or personal property. The Superintendent shall acknowledge in writing the receipt of such report and shall report this information to the Board of Education. The Superintendent shall inform the employee immediately of his rights under the law and shall provide such information in a written document.
- 18.3 The Superintendent or designee shall notify the employee of his readiness to assist the employee as follows:
- A. By obtaining from the police and/or the Principal relevant information concerning the involved student or assailants, and
  - B. By acting in other appropriate ways as liaison between employee, police, and the courts.
- 18.4 All theft and damages shall be investigated by the school administrators and referred for legal advice.
- 18.5 Employees shall not be responsible for collection of monies for non-related classroom duties.
- 18.6 Employees shall be responsible for money collected for classroom related activities. They shall have the right to keep such monies in the school safe whenever necessary.
- 18.7 Employees shall be free from all reprisals and harassment for participation in any phase of negotiations under this contract, or for using the grievance procedure.

#### **ARTICLE XIX. EMPLOYMENT, RECRUITMENT AND QUALIFICATIONS**

- 19.1 The Board and Association agree that proper placement of employees on the salary guide is a major factor in employee morale. To ensure equitable treatment, the following guidelines will be adhered to:
- A. The Board reserves the right to complete discretion in initial salary guide placement.
  - B. Employees with previous experience in the Glen Ridge School District shall, upon returning to the district, be subject to the same rules and procedures set forth in the above.

- C. Employees returning to Glen Ridge will be entitled to all unused sick leave in effect at the time of their resignation or leave.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30 and shall be issued a written contract by May 15 returnable within ten (10) days to the Superintendent's office. Secretaries shall be notified of their contract and salary status for the ensuing year no later than May 15, and shall be issued a written contract by May 31 returnable within ten (10) days to the Superintendent's office.

**ARTICLE XX. EMPLOYEE AND ASSOCIATION RIGHTS**

- 20.1 The Association shall be allowed to use school buildings and rooms for meeting purposes subject to the usual and normal conditions affecting such use as set forth by Board policy for organizations with educational affiliations.
- 20.2 The Association shall have the right, through a member of the executive committee, to distribute by means of employee mail-boxes and bulletin boards, any announcements, notices, letters, brochures and other written or printed materials that it wishes to pass on to employees provided that such distribution does not interfere with the normal routine and responsibilities of employees and is signed by the appropriate officer of the Association. Building Principals shall be given a copy of all materials prior to distribution.
- 20.3 The Board agrees, upon written request of the Association, to release to the Association, information available to the Board concerning salary, working conditions, and all other terms and conditions of employment.
- 20.4 The Association and its members shall not conduct any Association activities during school working hours in any manner so as to interfere with or interrupt normal school operations.
- 20.5 Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the New Jersey School laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 20.6 It is the responsibility of the Association, its members and its representatives, to carry out administrative directions subject to the right of the Association or employee to follow the provisions of Article V, Grievance Procedures.

Neither the Association nor its representatives shall assume Board, administrative or supervisory authority.

- 20.7 No criticism by an administrator or Board member of an employee shall be made in the presence of students, parents, or at public gatherings. Nor shall any criticism by an employee of an administrator or Board member be made in the presence of students, parents, or at a public gathering. Nothing in this paragraph shall be construed to interfere with the appearance of employees, administrators, or Board members at public hearings involving the Glen Ridge School District.
- 20.8 All orientation programs for new employees shall be sponsored by the Board. The Association will be apprised of the schedule of such events and an appropriate amount of time will be granted to the Association to present programs of its choosing.
- 20.9 Whenever, except at initial conferences related to routine evaluation procedures, any employee is required to appear before the Superintendent or his designee concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interviews. At all subsequent meetings or interviews with the Superintendent or his designee or at any appearance before the Board or any committee, member, representative or agent thereof, such employee shall be entitled to have a representative from the Association present to advise and represent him during such a meeting or interview. Any suspension of any employee pending charges shall be with pay.
- Whenever the Superintendent finds it necessary to hold a meeting with an employee according to the above paragraph in circumstances where notice of a meeting is given on the day of the meeting, such notice shall be oral rather than written.
- 20.10 The Board shall enter into no contract which will result in instruction being provided, supervised or otherwise influenced by any person or persons, organization, group or company other than properly certified persons directly employed by the Board without prior consultation with the Association.
- 20.11 The president of the Association shall have no non-teaching duties (excluding homeroom) to conduct Association business.

## ARTICLE XXI. VACANCIES

- 21.1 All vacancies caused by death, retirement, discharge, resignation, or by the creation of a new position, shall be filled pursuant to the following procedure:
- A. A notice clearly setting forth the qualification, requirements, duties, salary, deadline for submission of application and other pertinent information necessary for the position shall be posted in every school building and a copy sent to the Association.
  - B. Such notices shall be posted as far in advance as practicable for at least ten (10) days before the final date for submission of applications.
  - C. Employees who desire to apply for any vacancies shall submit their application in writing to the Superintendent or designee within the time limits specified in the notice. Application shall include qualifications for position, transcripts, certification data that is not already contained in the candidates' personnel file, as well as other information requested. The application will remain active until withdrawn by the employee.
  - D. Employees who apply and are qualified for such a position shall be interviewed and shall subsequently be notified of the disposition of their application before the appointment is made. Any employee under contract who applies for a vacancy and is not appointed to the new position may discuss the reasons for the Board's action with the appropriate administrator, Superintendent or designee.
- 21.2 All appointments to vacancies shall be made without discrimination as to age, race, creed, color, religion, national origin, sex, handicap or marital status.
- 21.3 Vacancies shall be filled by the Board on the basis of the best qualified person available. The decision of the Board in this regard shall be final.
- 21.4 Employees who wish to be notified of any vacancies occurring during the summer may leave their name, mailing and cable address, and telephone number with the Superintendent. The administration shall send a notice of vacancy to all employees exercising such option. Application from such employees must be received by the Superintendent or designee within ten (10) days of the postmark date of the vacancy notice.

- 21.5 Vacancies in the extra-curricular schedule shall be filled as above.

#### **ARTICLE XXII. INSURANCE PROTECTION**

- 22.1 The parties agree that as soon as possible there will be a switch from the present Blue Cross/Blue Shield Hospital/Medical - Surgical and Major Medical Plan to the New Jersey State Health Benefits Plan. The traditional plan shall be fully paid by the Board. The HMO or PPO option shall be paid by the Board up to the cost of the traditional plan. Any additional cost shall be borne by the employee by payroll deduction.
- 22.2 The Board agrees to provide a new vision plan equivalent to the present vision plan at a cost not to exceed \$171.00 per employee per year.
- 22.3 For the period of employment covered by this Agreement, the Board shall provide full family dental insurance as detailed in the group plan held with New Jersey Dental Service Plan, or its equivalent. Provisions to include: Program II, Basic 100 percent, Prosthodontic 50 percent, and Ortho II \$800 maximum per case.
- Beginning July 1, 1985 provisions to include: Program III UCR, Preventive and Diagnostic 100%, remaining basic services 80/20, Prosthodontic 50/50, and Orthodontic 50/50.
- 22.4 For the period of employment covered by this Agreement, the Board shall provide full family including coverage of dependents to age 23 \$1.00 co-pay prescription coverage as detailed by Blue Cross of New Jersey, or its equivalent. Provisions to include a deductible of one dollar for each eligible prescription.
- 22.5 The Board of Education agrees to pay costs for the above coverages during the period of agreement, including any unanticipated increases. Monetary changes not negotiated and resulting from unanticipated rate changes in any one year (and absorbed by Board funds) shall be deducted from or added to the final negotiated money packages in the next negotiated settlement following the increase.
- 22.6 At retirement, an employee may elect to continue participation in all or any of the above health insurance group programs. Each retired employee wishing to retain coverage will be billed annually each July for the full premium and will be responsible for all rate increases. An employee who does not elect to continue at retirement may not rejoin at a later date. For the purpose of the provision, an employee will only be considered retired if

he/she is drawing a pension from TPAF, PERS or Essex County Pension Fund.

**ARTICLE XXII. JOINT STUDY COMMITTEE**

- 23.1 The Joint Study Committee shall serve in the capacity of employee/Board/administration liaison.
- 23.2 The parties recognize that in our rapidly changing society curriculum content, teaching methods, learning patterns, student evaluation techniques, educational philosophy and goals, social change, society values, and other topics related to the total educational scene must be constantly reviewed, studied and improved.
- 23.3 In order to carry out the foregoing review, study, and improvement to best meet the needs of the students the schools, and the community, a Joint Study committee shall be established.
- 23.4 The Committee shall consist of four (4) representatives appointed by the Board and four (4) representatives appointed by the Association.
- 23.5 The Committee shall meet at the request of either the Board or Association members.
- 23.6 If there are recommendations made by the Joint Study Committee to the Board, the Board, through the Superintendent, will advise the Committee in writing of its actions and reasons for its actions.
- 23.7 The Committee will be authorized to establish ad hoc subcommittees as necessary in order to engage those staff members and others most familiar with the particular problem or topic and the most apt to be affected. The ad hoc subcommittees shall report directly to the Joint Study Committee.
- 23.8 Upon completion of the study in each area, the Joint Study Committee shall prepare a written report indicating findings of fact, opinions of each committee member and recommendations, if any. The said report shall be submitted to the Board and the Association.
- 23.9 Nothing herein contained shall be construed to indicate an intent on the part of the Board or the Association to consider the committee recommendations as negotiable or subject to grievance nor shall the recommendation of the Joint Study Committee be binding upon the Board or the Association or be conclusive.



**ARTICLE XXIV. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**Section 1 (All Employees)**

24.1 The Board agrees to pay ninety (\$90.00) dollars per credit for courses that are of direct benefit to the school district and have been approved in advance by the Superintendent of Schools. Payment is made after submission of an official transcript indicating satisfactory completion of the work. The Board shall fully reimburse employees for course work that it requires those employees to take.

**Section 2 (Excluding Secretarial Employees)**

24.2 The Board, within budget limitations, will pay the reasonable expenses, including fees, meals, lodging, and/or transportation incurred by teachers and secretaries who attend local and out-of-town workshops, seminars, conferences or other professional improvement sessions at the request and/or with advance approval of their immediate supervisor and the Superintendent.

24.3 Teachers must notify the Board of Education through the Superintendent, in writing, of any anticipated changes in salary by November 1 of the year preceding the contract in which that level change becomes effective.

24.4 Any teacher granted funds under this Article will agree in writing to return to the school district following completion of the approved graduate courses for one school year. The teacher will agree by signing a promissory note before being granted such funds, to remit to the Board the monetary amount paid except if there should occur any physical incapacities during this time, the Board may relieve him of such obligation.

**Section 3 (Excluding Professional Employees)**

24.5 The Board will award to all employees who complete the Professional Development Program delineated below:

1st Certificate: 9 credits in any business or approved  
1.025% curriculum area.  
of guide

2nd Certificate: 21 credits in any business or approved  
1.050% curriculum area.  
of guide

3rd Certificate: 36 credits in any business or approved  
1.075% curriculum area.  
of guide

#### **ARTICLE XXV. BOARD'S RIGHTS AND RESPONSIBILITY**

- 25.1 The Board on its own behalf and on behalf of the electors of the Township of Glen Ridge Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey. The exercise of these powers, rights, authority, duties, and rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of the agreement. However, the Board reserves the right to adopt such policies not in conflict with the terms of this Agreement.
- 25.2 The Board will continue to accept its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and school.
- 25.3 The Board will continue to accept its responsibility to encourage and provide employees the opportunity to express their opinion. The Association shall be given a reasonable opportunity to submit its own written suggestions on any new or proposed policy changes directly affecting employees' welfare or working conditions.

#### **ARTICLE XXVI. COMPENSATION**

##### **Section 1 (All Employees)**

- 26.1 The basic salary schedule for all persons covered by this Agreement is set forth in a separate attachment and is considered part of this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 26.2 Extra-curricular duties shall be compensated according to the separate attachment which is considered part of this Agreement.
- 26.3 The Board reserves the right to withhold salary increments in accordance with applicable statutes.
- 26.4 Employment or adjustment increments in any one year may be withheld, in whole or in part, for inefficiency or other just cause related to the performance of duties only with the following:

- A. The Procedure be adhered to as outlined in Article 7 Evaluation.
- B. The appropriate administrator shall not forward any recommendation to withhold an employee's increment or any part thereof, through the Superintendent to the Board, unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action shall take effect, the appropriate administrator has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

**Section 2 (Excluding Secretarial Employees)**

- 26.5 Longevity payments shall begin after twenty (20) years of service. The second step shall be added after twenty-five (25) years of service.
- 26.6 Calculations for longevity payments shall be made by adding the number of years of experience credited by the Board at initial employment to the number of years of service in Glen Ridge.

**Section 3 (Excluding Professional Employees)**

- 26.7 Longevity payments shall begin after fifteen (15) years of service in Glen Ridge. The second step shall be added after twenty (20) years of service in Glen Ridge.

**ARTICLE XXVII. REPRESENTATION FEE**

- 27.1 The Board agrees to deduct from the salaries of its employees dues for the Glen Ridge Education Association, the Essex County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15, 9R) and under rules established by the State Department of Education.
- 27.2 If an employee does not become a member of the Association 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 Association for that membership year. The purpose of this fee will be to offset the

employee's per capita cost of services rendered by the Association as majority representative.

- 27.3 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 non-members will be equal to 85% of that amount.
- 27.4 In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.
- 27.5 Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 27.6 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- 27.6 The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
- A. Ten (10) days after receipt of the aforesaid list by the Board; or
  - B. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- 27.7 If any 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.

- 27.8 Except as otherwise provided in this Article, the mechanics for 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.
- 27.9 The Association will notify the Board in writing of any changes in the list provided for in paragraph 27.5 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- 27.10 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 27.11 The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken by the Board in connection with this Article.

#### **ARTICLE XXVIII. EFFECTIVE DATES AND DURATION**

- 28.1 The provisions of this Agreement shall be effective on July 1, 1990.
- 28.2 This Agreement shall remain in full force and effect until June 30, 1992 at which time it shall terminate unless the Association and the Board agree to extend or amend the Agreement.

IN WITNESS WHEREOF the said GLEN RIDGE EDUCATION ASSOCIATION has caused these presents to be signed by its President, and attested to by its Negotiating Chairperson, and the BOARD OF EDUCATION OF THE TOWNSHIP OF GLEN RIDGE BOROUGH has caused these presents to be signed by its President, and attested by its Secretary, on the day and year first above written.

ATTEST:

Signed:

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Christine R. Lane  
President-Board

Signed:

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Pat Haberthur  
Secretary-Board

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Marilyn Baker  
President-Association

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Joyce Baldi  
Negotiating Chairperson-Association

**ADDENDUM TO CONTRACT**

The Board will waive the second sentence of Article 22.8 for the duration of the contract: "monetary changes not negotiated and resulting from unanticipated rate changes in any one year (and absorbed by Board funds) shall be deducted from or added to the final negotiated settlement following the increase."

**SALARY GUIDE FOR 1990-1991**

<b>STEPS</b>	<b>BA</b>	<b>BA+30</b>	<b>BA+60</b>
1	\$24,400	\$27,600	\$30,650
2	24,800	28,000	31,050
3	25,200	28,400	31,450
4	25,600	28,800	31,875
5	26,250	29,525	32,625
6	26,850	30,225	33,400
7	27,500	30,950	34,100
8	28,100	31,650	34,875
9	28,750	32,350	35,625
10	29,375	33,100	36,425
11	30,000	33,800	37,100
12	31,100	34,500	37,900
13	33,650	35,200	38,750
14	36,150	36,700	40,425
15		37,950	41,225
16		41,925	43,875
			50,000

Longevity: After 20 years - 500

Longevity: After 25 years - 800

Credits earned beyond BA must be graduate credit and not required for certification.



**SALARY GUIDE FOR 1991-1992**

<b>STEPS</b>	<b>BA</b>	<b>BA+30</b>	<b>BA+60</b>
1	\$26,925	\$30,400	\$33,700
2	27,350	30,825	34,125
3	27,800	31,260	34,560
4	28,225	31,700	35,025
5	29,100	32,500	35,850
6	29,700	33,250	36,650
7	30,350	34,000	37,450
8	31,000	34,800	38,250
9	31,350	35,250	38,700
10	31,800	35,825	39,450
11	32,475	36,600	40,175
12	33,675	37,350	41,025
13	36,450	38,125	41,950
14	39,160	39,750	43,775
15		41,075	44,650
16		45,500	47,500
17			54,000

Longevity: After 20 years - 550

Longevity: After 25 years - 850

Credits earned beyond BA must be graduate credit and not required for certification.

**SECRETARIAL SALARY GUIDE FOR 1991-92**

<b>Steps</b>	<b>Basic 10 mo.</b>	<b>Executive 12 mo.</b>	<b>Central Office 12 mo.</b>
1	16,928	19,912	23,458
2	17,532	20,620	24,170
3	18,122	21,332	24,878
4	18,728	21,684	25,588
5	19,334	22,040	26,298
6	19,926	22,464	27,008
7	20,236	24,170	27,716
8	21,108	25,274	28,824
9	21,906	25,880	30,494
10	25,112	26,636	32,280

Longevity: 15 years - 550

Longevity: 20 years - 850

1st Certificate - 1.025% of Guide

2nd Certificate - 1.050% of Guide

3rd Certificate - 1.075% of Guide

Executive and/or C.O. - .90% of Guide if employed on  
10-month basis

**SECRETARIAL SALARY GUIDE FOR 1990-91**

<b>Steps</b>	<b>Basic 10 mo.</b>	<b>Executive 12 mo.</b>	<b>Central Office 12 mo.</b>
1	15,530	18,268	21,522
2	16,084	18,918	22,174
3	16,626	19,570	22,824
4	17,182	19,894	23,476
5	17,738	20,220	24,126
6	18,280	20,610	24,778
7	18,566	22,174	25,428
8	19,366	23,188	26,444
9	20,098	23,744	27,976
10	23,040	24,438	29,616

Longevity: 15 years - 550

Longevity: 20 years - 850

1st Certificate - 1.025% of Guide

2nd Certificate - 1.050% of Guide

3rd Certificate - 1.075% of Guide

Executive and/or C.O. - .90% of Guide if employed on a  
10-month basis

**EXTRA COMPENSATION GUIDE 1990-91**

<b>STEPS</b>	<b>GUIDE 1</b>	<b>GUIDE 2</b>	<b>GUIDE 3</b>	<b>GUIDE 4</b>	<b>GUIDE 5</b>	<b>GUIDE 6</b>	<b>GUIDE 7</b>
1st Year	3160	3003	2389	1912	1330	940	553
3rd Year	3555	3167	2555	2092	1509	1031	641
5th Year	3750	3360	2748	2300	1717	1152	762
7th Year	3913	3526	2912	2479	1897	1240	852
9th Year	4122	3728	3114	2696	2113	1360	971
11th Year	4288	3890	3280	2875	2294	1449	1061
13th Year	4496	4100	3473	3099	2518	1591	1188
15th Year	4661	4265	3652	3280	2696	1665	1277

Longevity: After 15 years - 25.00 each year

**EXTRA COMPENSATION GUIDE 1991-1992**

<b>STEPS</b>	<b>GUIDE 1</b>	<b>GUIDE 2</b>	<b>GUIDE 3</b>	<b>GUIDE 4</b>	<b>GUIDE 5</b>	<b>GUIDE 6</b>	<b>GUIDE 7</b>
1st Year	3470	3297	2623	2099	1460	1032	607
3rd Year	3903	3477	2805	2297	1657	1132	704
5th Year	4118	3689	3017	2525	1885	1265	837
7th Year	4296	3872	3197	2722	2083	1362	935
9th Year	4526	4093	3419	2960	2320	1493	1066
11th Year	4708	4271	3601	3157	2519	1591	1165
13th Year	4937	4502	3813	3403	2765	1747	1304
15th Year	5118	4683	4010	3601	2960	1828	1402

Longevity: After 15 years - 25.00 each year

