

A G R E E M E N T

BETWEEN

THE BOARD OF EDUCATION OF
THE BOROUGH OF GLEN ROCK

AND

THE GLEN ROCK SCHOOL ADMINISTRATORS ASSOCIATION

1980-81 and 1981-82

LIBRARY
Institute of Management and
RUTGERS UNIVERSITY

IRVING P. PACHMAN
ATTORNEY AT LAW
NEW YORK, N.Y.

TABLE OF CONTENTS

Glossary of Terms	1
Preamble.....	1
Article 1, Principles.....	1
Article 2, Recognition.....	2
Article 3, Terms and Conditions of Employment.....	2
Section 1. Medical Insurance.....	2
Section 2. Tuition Reimbursement.....	2
Section 3. Comments of Commendations and Complaints.....	2
Section 4. Sick Leave.....	3
Article 4, Separation Pay.....	3
Section 1. Requirements.....	3
Section 2. Rate of Payment.....	3
Section 3. Procedures for Payment.....	4
Article 5, Salaries.....	4
Article 6, Grievance Procedure.....	4
Section 1. General Provisions.....	4
Section 2. Informal Presentation of the Grievance.....	5
Section 3. Formal Presentation and Hearing of the Grievance.....	6
Section 4. Appeal to the Board.....	6
Section 5. Arbitration.....	7
Article 7, Modification of Agreement and Negotiation of Successor Agreement.....	8
Article 8, Duration.....	8
Section 1.....	8
Section 2.....	9
Appendix "A".....	10

GLOSSARY OF TERMS

The definitions below have been agreed to by the parties concerned and will apply throughout the Agreement between the Board of Education of the Borough of Glen Rock and the Glen Rock School Administrators Association.

"DEPENDENT" shall mean Employee's spouse and domiciled minor offspring or non-domiciled offspring no longer minor who are totally dependent.

"EMPLOYEE" shall mean any regularly contracted Employee of the Glen Rock Board of Education employed in the classification set forth in Article 2.

"GRIEVANCE" shall mean a claim by an Employee that the provisions of this Agreement have been violated, misapplied, or misinterpreted.

"IMMEDIATE SUPERIOR" shall mean the person responsible for the supervision of the Employee.

"REPRESENTATIVE" shall mean counsel and/or other persons designated in writing by the Employee, the Immediate Superior, the Superintendent and/or the Board.

"SCHOOL DAY" shall mean any day that the Central Office is open to transact business.

"SUPERINTENDENT" shall mean "superintendent or designee".

PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION (hereinafter referred to as the "Board") and the GLEN ROCK SCHOOL ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1

PRINCIPLES

While in effect, this Agreement establishes the terms and conditions of employment of those Employees of the Glen Rock School District set forth in Article 2.

ARTICLE 2

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective negotiation on terms and conditions of employment for those Employees covered by this Agreement.

Principals
Director of Special Services
Vice Principals

ARTICLE 3

TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Medical Insurance

1.1 The Board of Education shall continue to provide health insurance during the life of this Agreement.

1.2 The Dental Insurance plan agreed upon by the Board and the GREA shall be maintained for all personnel covered by this Agreement. The liability of the district shall be limited to a maximum cost of one hundred dollars (\$100) per unit member.

Section 2. Tuition Reimbursement

An Employee is entitled to a reimbursement of 50% of tuition costs up to a maximum of three hundred dollars (\$300) per annum for approved courses taken while under contract in Glen Rock. This reimbursement will be non-accumulative.

Section 3. Comments of Commendations and Complaints

3.1 Commendations

3.11 All commendations received shall be placed in the Employee's file.

3.12 The Employee shall be notified of such commendations.

Section 3.2 Complaint Procedure

3.21 In the event specific charges are to be brought against a teaching staff member, the specifics of said charges shall be communicated to the Employee in writing by an administrator. Should a hearing be held with respect to such charges, the Employee involved shall be afforded the opportunity to present evidence and to provide such other defenses as may be appropriate. Copies of records of any such hearings are to be placed in the Employee's personnel file and shall be provided to the Employee as well.

3.22 Any complaint which is to be used in an evaluation or a hearing will be shared with the Employee within 30 class days or will not be used. The Employee shall have the right to know the identity of the complainant if such complaint will be used in an evaluation or a hearing.

Section 4. Sick Leave

Administrators shall be granted eleven sick leave days per year.

ARTICLE 4

SEPARATION PAY

Section 1. Requirements

1.1 Upon voluntary termination of employment in the Glen Rock School District, any Employee covered by this Agreement shall be eligible for separation pay if the Employee resigns or retires and meets the following requirements:

1.11 Effective July 1, 1980, certificated employment in Glen Rock for at least 10 years.

1.12 Separation is effective no later than June 30, 1982.

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

Section 2. Rate of Payment

2.1 The Employee shall receive \$60.00 per day for each day of accumulated, unused sick leave.

2.2 The maximum payment upon termination of employment shall not exceed \$7,500. regardless of the number of sick days accumulated.

Section 3. Procedures for Payment

3.1 Notice of application for separation pay must be given in writing to the Superintendent at least 60 days in advance of the termination date, and in no instance later than April 1, 1982.

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

3.3 For purposes of calculating separation pay when a contract year is not completed, the Employee shall receive credit for 1 day of unused sick leave for each month of the uncompleted year prior to separation.

ARTICLE 5

SALARIES

Section 1. The salaries for all Employees covered by this Agreement are set forth in Appendix "A".

Section 2. The Board will determine the placement of new Employees on the Guide within the Group. Provided a new Employee's performance is satisfactory, the Employee will progress up the Guide one step a year within the Group until the top of the Guide is reached.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. General Provisions

1.1 The Grievance Procedures purpose is to provide for an orderly settlement of differences between the parties of the Agreement in a fair and equitable manner.

1.2 The Employee has the right to present his Grievance in accordance with these procedures, within thirty (30) days of the alleged grievable action, free from coercion, interference, restraint, discrimination, or reprisal.

1.3 The Employee has the right to have a Representative at any step of these procedures.

1.4 All hearings shall be confidential.

1.5 If the Grievance is not resolved within the prescribed time, the Employee has the right to move directly to the next step as described below in this Article.

1.6 Each party has access to all official statements and records pertaining to the Grievance.

1.7 All records pertaining to the Grievance shall be filed separately and shall not be kept in the personnel file of an Employee.

Section 2. Informal Presentation of the Grievance.

2.1 Any Employee who has a Grievance shall present the Grievance to his Immediate Superior in an attempt to resolve the Grievance informally.

2.2 If within ten (10) school days the differences are not resolved satisfactorily after a conference or conferences with the Immediate Superior, the Employee may present the Grievance to the Superintendent.

2.3 With ten (10) school days the Superintendent shall have at least:

- .one private conference with the Employee
- .one with the Immediate Superior, and
- .one joint conference with both parties.

2.4 If within the ten (10) school days and after at least one joint conference the differences are not resolved satisfactorily, the Employee shall notify the Superintendent and his Immediate Superior that he is going to proceed to the formal presentation of the Grievance.

2.5 If the Immediate Superior is the Superintendent,

- 2.51 2.2 and 2.3 above do not apply;
- 2.52 the number of school days in 2.4 changes to twenty (20)
- 2.53 Section 3, paragraph 3.12 below does not apply.

Section 3. Formal Presentation and Hearing of the Grievance

3.1 Within five (5) school days after the Employer has notified the Superintendent of his intention to proceed to the formal presentation,

3.11 The Employee shall present to the Superintendent a copy of the written Grievance which states the nature, the recourse sought, the results of the informal conferences, and the reason for the Employee's dissatisfaction with the decision or decisions previously rendered.

3.12 The Immediate Superior shall present to the Superintendent a written copy of his decision and the reasons for it.

3.2 A hearing shall be held no later than ten (10) school days after the Employee has informed the Superintendent of his intention to proceed to formal presentation. All parties involved shall be notified by the Superintendent of the date, time and place of this hearing. Oral and written statements may be presented by all parties and questions may be asked by the Superintendent to clarify issues, elicit facts and contentions.

3.3 At least three (3) school days prior to the hearing each party shall notify the other parties in writing of the name and affiliation of his Representatives who will be present.

3.4 Within five (5) school days of the hearing above, the Superintendent shall present his determination in writing to the Employee.

3.5 If the differences are not resolved satisfactorily through the hearing above, the Employee may appeal to the Board.

3.6 If the differences are resolved satisfactorily through the hearing above, the Superintendent shall not earlier than five (5) school days after the hearing give the Board a report of the Grievance, the hearing, and his determination.

Section 4. Appeal to the Board

4.1 Within five (5) school days of the presentation of the Superintendent's written determination to the Employee, the Employee may appeal in writing to the Board for a hearing to review the Superintendent's determination.

4.2 Within fifteen (15) school days of the receipt of the Employee's appeal by the Board, a hearing shall be held.

4.3 The Superintendent shall submit all official records pertaining to the Grievance to the Board.

4.4 The Employee, the Immediate Superior, the Superintendent, and their Representatives shall have the right to be present at the hearing and to present testimony.

4.5 Within fifteen (15) school days after the conclusion of the hearing, the Board shall deliver its decision in writing to the Employee.

4.6 If the Employee and the Association are not satisfied with the decision of the Board, and the Grievance alleges a violation of the specific and express written terms of this Agreement, the Association may process the case to Arbitration.

Section 5. Arbitration

5.1 Within ten (10) school days after receipt of the Board's decision, the Association may notify the Board in writing that it wants the Employee's grievance submitted to arbitration.

5.2 Within ten (10) school days after receipt of the Association's notification by the Board, the Board and the Association shall:

- 5.21 Jointly agree upon an acceptable arbitrator;
- 5.22 Obtain a commitment from the Arbitrator to serve;
- 5.23 Request, if agreement on either 5.21 or 5.22 is not reached, of the American Arbitration Association a list of arbitrators. This action binds the parties by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

5.3 The Arbitrator, within twenty (20) school days after
.conferring with the Board and the Employee
or their representatives, or
.receiving final statements and proofs from
the parties if the conferences are waived,
shall deliver his written decision to the Board and the Association.

5.4 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 requires the commission of an act prohibited by law or which violates, adds to, subtracts from or modifies in any way the specific and express 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.

5.5 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.

5.6 The costs for 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 7

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Not later than October 15, 1981, the Board agrees to enter into negotiations with the Association over a Successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. The new negotiated Agreement will be written, apply to all members of the negotiating unit, and be signed by both parties.

ARTICLE 8

DURATION

Section 1.

The provisions of this Agreement shall become effective as of July 1, 1980 and remain in full force and effect until June 30, 1982.

Section 2.

Both parties agree not to propose other changes for negotiations until the opening of negotiations for the 1982-83 contract year.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT.

GLEN ROCK BOARD OF EDUCATION

By: 

President

GLEN ROCK SCHOOL ADMINISTRATORS ASSOCIATION

By: 

President

Date: November 18, 1980

APPENDIX "A"

ADMINISTRATOR'S SALARY GUIDE

<u>Step</u>	<u>1980-81</u>			<u>1981-82</u>		
	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
1	23,653	25,156	27,671	25,069	26,651	29,315
2	25,097	26,579	29,095	26,573	28,159	30,824
3	26,577	28,070	30,585	28,156	29,739	32,403
4	28,063	29,560	32,074	29,736	31,317	33,980
5	29,557	31,051	33,566	31,314	32,896	35,561
6	31,048	32,541	35,055	32,893	34,475	37,138
7	32,538	34,032	36,547	34,472	36,055	38,719
8	34,029	35,522	38,036	36,051	37,633	40,296
9	35,586	37,077	39,592	37,701	39,280	41,945

\$900 differential shall be added to the above base salaries for a Doctorate degree

Group 1 - Vice Principals, Directors and Community School Administrator *

Group 2 - Elementary School Principals

Group 3 - Junior-Senior High School Principal

No employee may progress to step 9 unless he/she has reached the MA+45 training level.

* without prejudice to either parties contention as to the status of this position in the community school.