

AGREEMENT  
 BETWEEN THE  
GLEN ROCK, NEW JERSEY BOARD OF EDUCATION  
 AND THE  
GLEN ROCK EDUCATION SUPPORT PERSONNEL  
 (Tenure Aides)  
 X July 1, 1984 to June 30, 1987

EDKAR  
 Institute of Management  
 Labor Relations

JUL 29 1985  
 RUTGERS UNIVERSITY

THIS DOES NOT  
 CONSTITUTE  
 CIRCULAR

PREAMBLE

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

ARTICLE 1

PRINCIPLES

This Agreement is negotiated to establish for its term the terms and conditions of employment for teacher aides (Employees). Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE 2

RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations on terms and conditions of employment for the Employees.

ARTICLE 3  
GRIEVANCE PROCEDURE

Section 1. Definitions.

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

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

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

1.4 Representative shall mean a person or persons of the Employee's choice designated in writing by the Employee to the Employee's administrator or the Superintendent. When an Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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

Section 2. General Provisions.

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

2.2 Each party shall have access to pertinent documents.

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

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

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

2.6 Failure of the grievant to initiate or pursue a grievance in accordance with the time limits set forth shall constitute an abandonment of the grievance and acceptance of the previous management decision on the merits of the grievance. Failure of the Board or its agents to respond in accordance with the time limits set forth shall allow the grievant to proceed to the next level. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement so that the procedures may be utilized prior to the close of school.

2.7 No reprisals of any kind shall be taken by either party, or by any representative of either party, against any party in interest, any member of the Board or of the Association, or any participant in the grievance procedure by reason of such participation.

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

### Section 3. Initial Procedure.

3.1 Any Employee who has a grievance shall initiate the complaint by setting forth the grievance in writing, stating the nature of the grievance and the relief sought. The written grievance must be filed with the Employee's principal within one calendar month of the time the Employee knew or should have known of the event.

3.2 The administrator shall render a determination on the grievance in writing and forward copies to the Employee and to all parties in interest within five (5) school days after receiving the written grievance statement.

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

### Section 4. Appeal to the Superintendent.

4.1 The Employee shall initiate this stage by making a written request to the Superintendent of Schools for review and determination. Such request shall be made within five (5) school days after a determination has been rendered at the preceding stage, and shall be accompanied by a copy of the written grievance and determination referred to above.

4.2 The Superintendent shall render a determination within ten (10) school days during which the Superintendent is present. The determination shall be in writing and copies shall be forwarded to all involved parties.

4.3 If the matter is not satisfactorily concluded at this stage, the Employee may proceed to the next stage.

### Section 5. Appeal to the Board of Education.

5.1 The Employee shall initiate this stage by making a written request to the Board of Education for review and determination within five (5) school days of receiving the final determination by the Superintendent.

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

5.3 The Employee, the Administrator, the Superintendent and their representatives (if any) shall have the right to be present and to present testimony at such hearing.

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

5.5 Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a decision in writing to the Employee, which shall be conclusive except as hereinafter provided.

## Section 6. Advisory Arbitration.

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

6.2 Within ten (10) school days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6.3 The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date that the final settlements and proofs are submitted to the arbitrator.

6.4 The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning and conclusion on the issue submitted. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which advises the commission of an act prohibited by law or which violates, adds to, subtracts from or modifies in any way the specific and expressed terms of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented involving the specific grievance.

6.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall result in an advisory decision only.

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

## ARTICLE 4

### SALARIES

The salaries of all Employees covered by this Agreement are set forth in Appendix "A." The Superintendent will recommend the salary of new Employees. Provided a new Employee's performance is satisfactory, the Employee will receive the regular salary increases each year until the maximum salary is reached.

## ARTICLE 5

### INSURANCE

#### Section 1. Medical Coverage.

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

#### Section 2. Dental Coverage.

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

## ARTICLE 6

### SEPARATION PAY

#### Section 1. Requirements.

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

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

#### Section 2. Rate of Payment.

2.1 The Employee shall receive \$20 per day for each day of accumulated, unused sick leave, to a maximum of 75 days.

2.2 The maximum payment upon termination of employment shall not exceed \$1,500 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.

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 one day of sick leave for each month completed prior to separation.

## ARTICLE 7

### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. As prescribed by law, 120 days prior to election, the Board and Association agree to enter into negotiations for a successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the Association and by the Board shall be signed by both parties.

Section 2. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party, may if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Section 3. By mutual agreement, this contract may be modified, the changes thereto being reduced to writing, and signed by the parties hereof.

## ARTICLE 8

### NOTICE OF VACANCIES

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

## ARTICLE 9

### WORK YEAR

1.1 The work year for Employees (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed 186 days and shall be as follows:

- 180 student contact days
- 2 days immediately prior to student attendance in September
- 2 days immediately after student attendance in June
- 2 faculty workshop days

1.2 Full-time Employees shall work 5 hours per school day.

## ARTICLE 10

### SAVING CLAUSE

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



ARTICLE II

MANAGEMENT RIGHTS

1.1 The Board retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

1.2 The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policy, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this Agreement and then only to the extent such specific and expressed terms are in conformance with the Constitution and the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

ARTICLE 12

DURATION

This Agreement shall be effective July 1, 1984 and shall remain in effect until June 30, 1987, and shall be binding when signed.

Glen Rock Board of Education

by William M. Wyden  
President

Date 1/7/86

Glen Rock Education Support Personnel

by Cecily M. Amela  
President

Date 1/3/85

APPENDIX A  
SALARY GUIDES

<u>Step</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
1	5,200	5,600	6,100
2	5,400	5,800	6,300
3	5,600	6,000	6,500
4	5,900	6,300	6,800
5	6,200	6,700	7,300
6	6,500	7,000	7,600
7	7,000	7,500	8,100

Note: Employees remain at same step for 1985-86 and 1986-87.