

4-1020



1970

THIS AGREEMENT shall be effective as of July 1st, 1970 and shall continue in effect until June 30th, 1971.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon..... 19.....

COLTS NECK PRINCIPALS ASSOCIATION

By..... *[Signature]*
President

By..... *[Signature]*
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By..... *[Signature]*
President

By..... *[Signature]*
Secretary

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RECOGNITION

The Colts Neck Township Board of Education recognizes the Colts Neck Principals Association as the exclusive collective negotiation agent concerning terms and conditions of employment for principals as required by Chap 303, Public Laws, 1968.

GRIEVANCE PROCEDURE

I. Definition

- A. A "Grievance" shall mean a complaint by a principal of the public school system.
- B. An "aggrieved party" is the person making the complaint.
- C. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. A grievance to be considered under this procedure must be initiated by the principal within 30 calendar days of its occurrence.

II. Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any principal having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Any aggrieved person may be represented at all

levels of the grievance procedure by himself, or, at his option, by the Principals' Association.

- D. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved principal to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- E. It is understood that principals shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- F. Since it is important that grievances be processed as rapidly as possible, the numbers 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 specified may, however, be extended by written mutual agreement.

III. Implementation

- A. A principal with a grievance shall first discuss it with the superintendent, either directly or through the Principals' Association, with the objective of resolving the matter informally.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the principal within five school days, he shall set forth his grievance in writing to the superintendent specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the interpretation of previous discussions
 - (d) his dissatisfaction with decisions previously rendered

The superintendent shall communicate his decision to the principal in writing within five school days of receipt of the written grievance.

- C. If the grievance is not resolved to the principal's satisfaction, he, no later than three school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach papers only related to the grievance and forward the request to the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or the aggrieved party hold a hearing with the principal and render a decision in writing

within thirty calendar days of receipt of the grievance by the Board.

- D. If the employee is dissatisfied with the decision of the Board of Education, the principal or the principals' association may request the appointment of an arbitrator, such written request to be made known to the Board no later than two weeks after the written decision of the Board was made known. If the employee requests that the grievance be submitted to arbitration without the written concurrence of the Principals' Association, the principal will accept responsibility for any arbitration expenses which the Principals' Association would otherwise bear.

IV. Arbitration Procedure

The following procedure will be used to secure the services of an arbitrator:

- A. A request by either party to the grievance may be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- B. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten school days of its receipt, they will request the American Arbitration Association to submit a second roster of names.
- C. If the parties are unable to determine a mutually

satisfactory arbitrator from the second submitted list within ten school days of its receipt, the American Arbitration Association may be requested by either party to the grievance to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty days of the completion of the arbitrator's hearings.

V. Costs

- A. Each party to the grievance will bear the total cost incurred by themselves.
- B. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
- C. If time is lost by any principal due to arbitration proceedings, the time lost by the employee must be charged to personal time.

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1970-71 school year, principals shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
- 1 - Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the superintendent for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.
 - 2 - Up to two (2) days per school year for observance of religious holidays, where said observance prevents the principal from working on said days.
 - 3 - Time necessary for appearances in any legal proceeding connected with the principal's employment or with the school system or in any other legal proceeding if the principal is required by law to attend.
 - 4 - Up to five (5) days at any one time in the event of death or serious illness of a principal's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.
 - 5 - Other leaves of absence with pay may be granted by the

Board for good reason.

- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the principal is entitled.

EXTENDED LEAVES OF ABSENCE

Other leaves of absence may be granted by the Board for good reason.

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the Colts Neck Principals' Association, the Monmouth County Education Association, the New Jersey Education Association (DESP) or the National Education Association (DESP) or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections shall be transmitted to the treasurer of the Colts Neck Principals' Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Principals' Association treasurer shall disburse such monies to the appropriate association or associations.

TUITION

All principals, regardless of service time in Colts Neck, will receive fifty dollars (\$50.00) per credit toward the validated costs of tuition for approved courses. Reimbursement shall be limited to a maximum of nine (9) credits per year.

The dismissal or resignation of a principal would automatically disqualify a principal from reimbursement for any course taken after the official termination of the contract.

The tuition reimbursement year would extend from July 1st, 1970, through June 30th, 1971.

INSURANCE

OPTION 1

Single coverage* health insurance will be paid in full by the Board for all legally eligible employees WHO DO NOT AVAIL THEMSELVES OF THE PROVISIONS OF OPTION 2.

OPTION 2

For those legally eligible employees who elect to have full family health insurance coverage** the Board will pay 50% of the cost as of October 1st, of the contract year, rounded up to the nearest integral multiple of ten dollars (\$10.00). The employee must pay the remaining cost of the family coverage elected.

*SINGLE COVERAGE

Blue Cross, Blue Shield, Major Medical and Rider J. This coverage DOES NOT include maternity benefits for female employees unless they subscribe to the FAMILY COVERAGE.

**FAMILY COVERAGE

Blue Cross, Blue Shield, Major Medical and Rider J. for the employee, spouse and unmarried children under 23 years of age who live with you in a regular parent-child relationship. MATERNITY BENEFITS ARE INCLUDED.

ATTENDANCE AT TEACHER'S NEGOTIATIONS

At least one principal may attend negotiations between the teachers and the Board of Education in order to advise, confirm, substantiate or defend the administrative position.

A copy of the negotiations agenda shall be made available to the principals prior to each meeting.