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CONTRACT AGREEMENT

BETWEEN

NORTH BERGEN

BOARD OF EDUCATION

AND

NORTH BERGEN

COUNCIL OF ADMINISTRATORS AND SUPERVISORS

COVERING THE PERIOD

JULY 1, 1980

X
TO

JUNE 30, 1982

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Labor Relations

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RUTGERS UNIVERSITY

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 13 DAY OF APRIL , 1981, BY AND BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF NORTH BERGEN, NEW JERSEY, AND THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS OF THE PUBLIC SCHOOLS OF NORTH BERGEN, NEW JERSEY.

WITNESSETH THAT, THE BOARD HAS RECOGNIZED THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS AS THE EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE FOR ALL EMPLOYEES ELIGIBLE FOR REGULAR MEMBERSHIP IN EACH OF THE UNIT MEMBERSHIPS COVERED BY THIS AGREEMENT;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1

RECOGNITION

THE BOARD RECOGNIZES THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS OF THE PUBLIC SCHOOLS OF NORTH BERGEN AS THE EXCLUSIVE BARGAINING REPRESENTATIVE OF ALL THE EMPLOYEES OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF NORTH BERGEN WHO ARE ELIGIBLE FOR REGULAR MEMBERSHIP IN THE COUNCIL IN EACH OF THE FOLLOWING DESIGNATIONS:

1. SECONDARY SCHOOL PRINCIPALS
2. ELEMENTARY SCHOOL PRINCIPALS
3. SECONDARY SCHOOL VICE PRINCIPALS
4. ELEMENTARY SCHOOL VICE PRINCIPALS
5. DIRECTOR OF STUDENT PERSONNEL SERVICES
6. SCHOOL PSYCHOLOGISTS

7. ADDITIONAL SUPERVISORY AND ADMINISTRATIVE TITLES CREATED BY THE BOARD OF EDUCATION ARE INCLUDED IN THE COUNCIL. EXCLUDED ARE THE ASSISTANT SUPERINTENDENT AND THE SUPERINTENDENT.

A. PLACE OF COLLECTIVE BARGAINING: IT IS UNDERSTOOD THAT ALL COLLECTIVE BARGAINING IS TO BE CONDUCTED AT BOARD OFFICES.

B. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT ANY INDIVIDUAL EMPLOYEE FROM (1) INFORMALLY DISCUSSING A COMPLAINT WITH HIS IMMEDIATE SUPERIOR OR (2) PROCESSING A GRIEVANCE IN HIS OWN BEHALF IN ACCORDANCE WITH THE GRIEVANCE PROCEDURE HEREINAFTER SET FORTH.

C. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY TO ANY EMPLOYEE HIS RIGHTS UNDER THE STATE OF NEW JERSEY EDUCATION LAWS.

ARTICLE 2

DEFINITIONS

A. BOARD OF EDUCATION: THE TERM "BOARD" SHALL MEAN THE BOARD OF EDUCATION OF THE TOWNSHIP OF NORTH BERGEN.

B. COUNCIL OF ADMINISTRATORS AND SUPERVISORS: THE TERM "COUNCIL" SHALL MEAN THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS OF THE PUBLIC SCHOOLS OF NORTH BERGEN.

C. SUPERINTENDENT OF SCHOOLS: THE TERM "SUPERINTENDENT" SHALL MEAN THE SUPERINTENDENT OF SCHOOLS OF THE TOWNSHIP OF NORTH BERGEN.

D. UNIT MEMBERS: THE TERM "UNIT MEMBER" SHALL MEAN THOSE EMPLOYEES OF THE NORTH BERGEN BOARD AS STATED AND AGREED UPON IN ARTICLE 1.

ARTICLE 3
COUNCIL RIGHTS

A. REPRESENTATIVES OF THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS SHALL BE PERMITTED TO TRANSACT OFFICIAL COUNCIL BUSINESS ON SCHOOL PROPERTY AT REASONABLE TIMES PROVIDED THAT THIS SHALL NOT INTERFERE WITH OR INTERRUPT NORMAL SCHOOL OPERATIONS, AND PROVIDED FURTHER THAT THE ADMINISTRATION HAS BEEN DULY NOTIFIED AND THAT THE APPROVAL OF THE SUPERINTENDENT OF SCHOOLS HAS BEEN SECURED.

B. THE BOARD OF EDUCATION AGREES TO MAKE AVAILABLE ONE COPY OF THE OFFICIALLY ADOPTED MINUTES OF ALL BOARD MEETINGS TO THE COUNCIL.

C. THE COUNCIL AND ITS REPRESENTATIVES SHALL BE PERMITTED TO USE SCHOOL BUILDINGS AT REASONABLE HOURS FOR ITS MEETINGS. THE SUPERINTENDENT SHALL BE GIVEN REASONABLE ADVANCE NOTICE, NORMALLY AT LEAST TWENTY-FOUR (24) HOURS, OF THE TIME AND PLACE OF ALL SUCH MEETINGS AND HIS APPROVAL SHALL BE SECURED THEREFORE.

D. NORMALLY, NEGOTIATIONS SHALL BE SCHEDULED AFTER SCHOOL HOURS. IF NEGOTIATIONS ARE MUTUALLY SCHEDULED BY THE PARTIES DURING WORKING HOURS, THE BOARD WILL RELEASE, WITH PAY, UNIT MEMBERS (NOT TO EXCEED THREE IN NUMBER) OF THE NEGOTIATING TEAM OF THE COUNCIL TO CONDUCT SUCH NEGOTIATIONS.

E. THE COUNCIL MAY, WITH THE APPROVAL OF THE SECRETARY TO THE BOARD, BE PERMITTED TO USE SCHOOL BUILDINGS, FACILITIES AND EQUIPMENT, INCLUDING TYPEWRITERS, MIMEOGRAPHING MACHINES, OTHER DUPLICATING EQUIPMENT, CALCULATING MACHINES, AND ALL TYPES OF AUDIO-VISUAL EQUIPMENT AT REASONABLE TIMES, WHEN SUCH EQUIPMENT IS NOT

OTHERWISE IN USE. THE COUNCIL SHALL PAY FOR THE REASONABLE COST OF ALL MATERIALS AND SUPPLIES INCIDENT TO SUCH USE AND SHALL BE LIABLE FOR DAMAGE TO THE EQUIPMENT.

ARTICLE 4

UNIT MEMBER RIGHTS

A. PURSUANT TO CHAPTER 303, PUBLIC LAWS OF 1968, PUBLIC EMPLOYEES INCLUDED IN THE NEGOTIATING UNIT HAVE, AND SHALL BE PROTECTED IN THE EXERCISE OF, THE RIGHT, FREELY, AND WITHOUT PENALTY OR REPRISAL, TO FORM, JOIN, AND ASSIST ANY EMPLOYEE ORGANIZATION OR REFRAIN FROM SUCH ACTIVITY. THE BOARD SHALL NOT DIRECTLY OR INDIRECTLY DISCOURAGE, DEPRIVE, OR COERCE ANY MEMBER OF THE UNIT IN THE ENJOYMENT OF ANY RIGHTS CONFERRED BY CHAPTER 303, PUBLIC LAWS OF 1968, ANY OTHER LAWS OF NEW JERSEY, OR THE CONSTITUTION OF NEW JERSEY AND OF THE UNITED STATES.

B. NO UNIT MEMBER SHALL BE DISCIPLINED OR REPRIMANDED WITHOUT JUST CAUSE. ANY SUCH ACTIONS BY THE BOARD, OR ANY AGENT OR REPRESENTATIVE THEREOF, SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE HEREIN SET FORTH.

C. WHENEVER ANY UNIT MEMBER IS REQUIRED TO APPEAR BEFORE THE BOARD OR A COMMITTEE OR A MEMBER THEREOF OR THE SUPERINTENDENT CONCERNING ANY MATTER WHICH COULD ADVERSELY AFFECT THE UNIT MEMBER IN HIS OFFICE, POSITION OR EMPLOYMENT OR HIS SALARY OR ANY INCREMENTS PERTAINING THERETO, HE SHALL BE GIVEN WRITTEN NOTICE OF THE REASONS FOR SUCH MEETING OR INTERVIEW AND SHALL BE ENTITLED TO HAVE A PERSON OF HIS OWN CHOOSING TO ADVISE AND REPRESENT HIM DURING SUCH MEETING OR INTERVIEW.

ARTICLE 5

PERSONAL FILES AND EVALUATION

A. THE PRESENT PRACTICES OF THE SUPERINTENDENT OF SCHOOLS IN CARRYING OUT THE POLICY OF THE BOARD OF EDUCATION IN REFERENCE TO EVALUATION OF UNIT MEMBERS SHALL CONTINUE AND SHALL NOT BE CHANGED WITHOUT PRIOR NOTIFICATION TO THE COUNCIL.

B. AN EVALUATIVE CONFERENCE SHALL BE HELD WITH EACH NON-TENURE UNIT MEMBER AT LEAST TWICE EACH YEAR BY THE SUPERINTENDENT OF SCHOOLS NO LATER THAN DECEMBER 1 AND MARCH 1 OF THE SCHOOL YEAR.

C. AN EVALUATIVE CONFERENCE SHALL BE HELD WITH TENURE UNIT MEMBERS AT LEAST ONCE EACH TWO YEARS BY THE SUPERINTENDENT OF SCHOOLS, SUCH EVALUATIVE CONFERENCE SHALL BE PRECEDED BY A WRITTEN PRE-EVALUATIVE STATEMENT BY UNIT MEMBERS. SUCH CRITERIA FOR PRE-EVALUATIVE STATEMENT SHALL BE AGREED UPON BY OCTOBER 1, 1978.

D. AT SUCH CONFERENCES, THE UNIT MEMBER SHALL BE PREPARED TO DISCUSS WITH THE SUPERINTENDENT OF SCHOOLS HIS STRENGTHS AND WEAKNESSES, AND MEANS BY WHICH STRENGTHS CAN BE CONTINUED AND WEAKNESSES IMPROVED. NO EVALUATION SHALL BE MADE BY THE SUPERINTENDENT OF SCHOOLS AFTER THE TERMINATION OF EMPLOYMENT OF A UNIT MEMBER NOR SHALL ANY DEROGATORY MATERIAL BE PLACED IN HIS FILE AFTER THE UNIT MEMBER LEAVES EMPLOYMENT WITH THE EXCEPTION THAT ANY CONTINUING GRIEVANCE OR MATERIAL INITIATED PRIOR TO TERMINATION AND COMPLETED AFTER TERMINATION SHALL GO INTO HIS PERSONAL FILE. WITHOUT NOTIFICATION TO THE UNIT MEMBER.

E. ALL MONITORING OR OBSERVATION OF THE WORK PERFORMANCE OF A UNIT MEMBER SHALL BE CONDUCTED OPENLY AND WITH FULL KNOWLEDGE OF THE UNIT MEMBER.

F. 1. TWICE A YEAR, A UNIT MEMBER SHALL HAVE THE RIGHT, UPON TWO (2) SCHOOL-DAYS NOTICE TO THE SUPERINTENDENT, TO REVIEW THE CONTENT OF HIS PERSONAL FILE AND TO MAKE REPRODUCTION OF NON-CONFIDENTIAL FILE MATERIALS AT HIS EXPENSE. IN THE EVENT OF REMOVAL OF CONFIDENTIAL MATERIALS FROM THE UNIT MEMBER'S FILE BY THE SUPERINTENDENT, A DATED NOTATION WILL BE PLACED IN SAID FILE STATING THAT CONFIDENTIAL MATERIAL, OTHER THAN CREDENTIALS INVOLVED IN THE HIRING PROCESS, HAVE BEEN REMOVED.

2. IF THE UNIT MEMBER'S PERSONAL FILE IS SUBPOENAED FOR THE PURPOSE OF AN ARBITRATION HEARING, SUCH DISCLOSURE OF THE UNIT MEMBER'S FILE WILL NOT BE CONSIDERED AS ONE OF THE TWO (2) TIMES THE UNIT MEMBER HAS THE RIGHT TO INSPECT HIS FILE.

3. IF, UPON REVIEWING HIS FILE, THE UNIT MEMBER DESIRES TO ANSWER ANY MATERIAL THAT IS AVAILABLE FOR HIS INSPECTION IN THAT FILE, HE MAY MAKE SUCH ANSWER AND HAVE IT PLACED IN THE FILE.

ARTICLE 6

ASSIGNMENTS OF PERSONNEL

A. RETENTION OF SALARY AND RANK

ALL TENURED SUPERVISORY PERSONNEL SHALL RETAIN THEIR SALARY AND RANK SHOULD THEIR DUTIES OR ASSIGNMENT BE CHANGED OR ABOLISHED.

B. PROFESSIONAL DUTIES

PRINCIPALS SHALL HAVE THE RIGHT TO ASSIGN PROFESSIONAL DUTIES TO TEACHERS AT SPECIFIED TIMES, EXCEPT FOR REGULAR LUNCH AND PREP-

C. ASSIGNMENTS

THE PRINCIPAL SHALL HAVE THE RIGHT TO CHANGE ASSIGNMENTS IN PERIODS FOR TEACHERS.

ARTICLE 7

TELEPHONE PROCEDURE

A. EACH PRINCIPAL'S OFFICE SHALL BE PROVIDED WITH A TELEPHONE WITH UNLIMITED DIRECT DIALING SERVICE TO BE USED FOR SCHOOL AFFAIRS ONLY.

B. TELEPHONE DIALING SERVICE SHALL BE PROVIDED FROM THE PRINCIPAL'S OFFICE FOR ANY AND ALL UNIT MEMBERS DURING EXTRA-HOUR ASSIGNMENTS TO BE USED FOR SCHOOL AFFAIRS ONLY.

ARTICLE 8

WORK DAY

A. THE WORK DAY FOR UNIT MEMBERS SHALL BE 8:30 A.M. TO 3:30 P.M. WITHIN THE REGULARLY SCHEDULED SCHOOL DAY, EXCEPT DURING SUMMER, SCHEDULE SHALL BE FOUR (4) HOURS, 9:00 A.M. TO 1:00 P.M.

B. WHEN SCHOOLS ARE ON ONE-SESSION SCHEDULE, UNIT MEMBERS MAY LEAVE FIFTEEN MINUTES AFTER THE HOUR OF CLOSING ESTABLISHED BY THE SUPERINTENDENT.

C. ALL UNIT MEMBERS SHALL HAVE A ONE-HOUR LUNCH PERIOD DURING THE REGULARLY SCHEDULED SCHOOL DAY.

ARTICLE 9

WORK YEAR

ALL UNIT MEMBERS WILL REPORT AND BE PAID FULL CONTRACTUAL SALARIES FOR THE NUMBER OF DAYS SCHOOL IS OPEN AS REQUIRED BY STATE

ARTICLE 9

WORK YEAR

- C. ALL UNIT MEMBERS SHALL REPORT TO THEIR ASSIGNED BUILDINGS FOR THE FIVE (5) DAYS PRIOR TO THE OPENING OF SCHOOLS IN SEPTEMBER.
- D. DURING THESE FIVE DAYS ADMINISTRATIVE WORK THAT HAS BEEN AGREED UPON BETWEEN THE CAS AND THE SUPERINTENDENT SHALL BE ACCOMPLISHED. ALL COSTS FOR CONSULTANTS AND WORKSHOPS CONDUCTED DURING THESE FIVE DAYS SHALL BE BORNE BY THE BOARD OF EDUCATION.
- E. WORK SCHEDULES FOR SUMMER DAYS SHALL BE SUBMITTED TO THE SUPERINTENDENT OF SCHOOLS NO LATER THAN JUNE 1. THE SUPERINTENDENT MAY CHANGE ANY PORTION OF THE SUMMER WORK SCHEDULE WHEN REQUESTED BY A UNIT MEMBER.

A. TEACHER ORIENTATION DAYS.

B. TWENTY (20) ADDITIONAL DAYS FOR ADMINISTRATIVE WORK, AS AGREED UPON BETWEEN UNIT MEMBERS AND THE SUPERINTENDENT DURING THE PERIOD FROM JULY 1 THROUGH AUGUST 31.

ARTICLE 10

PROFESSIONAL CONFERENCES

A. COUNCIL MEMBERS SHALL BE GRANTED A MAXIMUM OF FIVE (5) DAYS PER YEAR WITH PAY AND EXPENSES FOR ATTENDANCE AT PROFESSIONAL MEETINGS OR CONFERENCES APPROVED BY THE SUPERINTENDENT OF SCHOOLS.

B. THE AMOUNT TO BE EXPENDED FOR SUCH EXPENSES IS LIMITED TO A TOTAL OF \$2,000.00 FOR ALL UNIT MEMBERS FOR EACH SCHOOL YEAR.

C. THERE WILL BE NO LIMITATION ON THE NUMBER OF ONE (1) DAY CONFERENCES THAT UNIT MEMBERS MAY ATTEND, PROVIDED THE SUPERINTENDENT APPROVES SUCH ATTENDANCE.

D. THE SUPERINTENDENT OF SCHOOLS MAY RECOMMEND CONFERENCES TO UNIT MEMBERS THAT HE FEELS ARE A VALUABLE SOURCE OF INFORMATION FOR THE ADMINISTRATIVE STAFF.

E. SUMMARY OF ALL SUCH CONFERENCES AND MEETINGS ATTENDED SHALL BE SUBMITTED TO THE SUPERINTENDENT'S OFFICE IN WRITING WITHIN TWO (2) DAYS AFTER THE UNIT MEMBER RETURNS FROM SAID CONFERENCE OR MEETING.

ARTICLE 11

PROMOTIONS

CURRENT PROMOTIONAL POLICIES AGREED UPON BETWEEN THE BOARD OF EDUCATION AND THE NORTH BERGEN FEDERATION OF TEACHERS SHALL

CONSULTATION AND AGREEMENT WITH THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS.

ARTICLE 12

ABSENCES AND SICK LEAVE

A. A UNIT MEMBER ABSENT FROM SCHOOL BECAUSE OF PERSONAL ILLNESS SHALL SUFFER NO DEDUCTION IN PAY FOR EACH OF THE FIRST TEN (10) DAYS OF ABSENCE IN ANY SCHOOL YEAR. SUCH SICK LEAVE, IF UNUSED, SHALL BE CUMULATIVE. IN THE EVENT OF AN EXTENDED ILLNESS, A COUNCIL MEMBER MAY PETITION THE BOARD FOR UNLIMITED SICKLEAVE DAYS AND MAY SUBMIT SUCH EVIDENCE AS HE DEEMS NECESSARY IN SUPPORT THEREOF.

B. EACH YEAR THE BOARD SHALL PROVIDE EVERY UNIT MEMBER WITH AN ACCOUNTING OF ACCUMULATED SICK LEAVE BY SEPTEMBER 1.

C. NO DEDUCTION SHALL BE MADE IN A UNIT MEMBER'S SALARY FOR THE FOLLOWING:

1. DEATH IN THE IMMEDIATE FAMILY, PROVIDED SUCH ABSENCE DOES NOT EXCEED FIVE (5) SCHOOL DAYS (STARTING WITH THE FIRST DAY OF BEREAVEMENT). IMMEDIATE FAMILY IS DEFINED AS PARENT, SPOUSE, BROTHER, SISTER, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, SISTER-IN-LAW, BROTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW OR ANY DEPENDENT RELATIVE WHO MAKES HIS HOME WITH THE UNIT MEMBER.

2. FUNERAL OF A RELATIVE OTHER THAN DEFINED ABOVE OR A CLOSE FRIEND PROVIDED SUCH ABSENCE DOES NOT EXCEED ONE DAY.

3. QUARANTINE.

4. SUMMONS TO COURT BY SUBPOENA.

5. ATTENDANCE AT EDUCATIONAL CONVENTIONS OR CONFERENCES WHEN APPROVED BY THE SUPERINTENDENT.

6. VISITS TO OTHER SCHOOLS WHEN APPROVED BY THE SUPERINTENDENT.

7. ABSENCE BECAUSE OF UNUSUAL EXTENUATING CIRCUMSTANCES OTHER THAN THAT PROVIDED FOR HEREIN SHALL BE LEFT TO THE DISCRETION OF THE BOARD.

D. UNIT MEMBERS WHO ARE ABSENT DUE TO ILLNESS FROM CONTAGIOUS DISEASES, NAMELY MEASLES, MUMPS, CHICKEN POX, CONTRACTED WHILE SERVING IN THE SCHOOLS, WILL, UPON PRESENTATION OF A DOCTOR'S CERTIFICATE, SUFFER NO LOSS OF PAY OR SICK DAYS.

ARTICLE 13

PERSONAL DAYS

A. EACH UNIT MEMBER SHALL BE ALLOWED THREE (3) ABSENCES PER SCHOOL YEAR FOR PERSONAL REASONS. NO DEDUCTIONS WILL BE MADE IN THE UNIT MEMBER'S SALARY FOR THESE THREE (3) ABSENCES.

B. UNUSED PERSONAL DAYS SHALL BE ADDED TO THE UNIT MEMBER'S ACCUMULATED SICK LEAVE.

ARTICLE 14

SABBATICAL LEAVE

A. A LEAVE OF ABSENCE AT FULL PAY FOR ONE (1) YEAR FOR THE PURPOSE OF STUDY IN AN ACCREDITED COLLEGE OR UNIVERSITY AND/OR FOR THE PURPOSE OF STUDY IN A FULL-TIME MATRICULATED OR CERTIFIED PROGRAM TO FULFILL RESIDENCY REQUIREMENTS, RESIDENCY TO BE DEFINED BY THE COLLEGE, SHALL BE GIVEN TO ONE (1) MEMBER OF THE COUNCIL ANNUALLY, AFTER TEN (10) CONSECUTIVE YEARS OF SERVICE IN THE NORTH BERGEN PUBLIC SCHOOLS.

B. A LEAVE OF ABSENCE AT ONE-HALF ($\frac{1}{2}$) PAY FOR ONE (1) YEAR FOR THE PURPOSE OF REST, RECUPERATION, OR TRAVEL WILL BE GRANTED TO ONE MEMBER OF THE BARGAINING UNIT ANNUALLY AFTER FIFTEEN (15) CONSECUTIVE YEARS OF SERVICE IN THE NORTH BERGEN PUBLIC SCHOOLS, PROVIDED SUCH MEMBER SHALL NOT HAVE RECEIVED A LEAVE UNDER PARAGRAPH A OF THIS SECTION.

C. ALL APPLICATIONS FOR LEAVE MUST BE SUBMITTED TO THE BOARD OF EDUCATION FOR APPROVAL PRIOR TO APRIL 1 OF THE YEAR PRECEDING THE LEAVE. THIS LIMITATION MAY BE WAIVED AND ADDITIONAL LEAVES MAY BE GRANTED AT THE DISCRETION OF THE BOARD.

D. THE APPLICANT OR APPLICANTS HAVING THE GREATEST NUMBER OF YEARS OF CONSECUTIVE SERVICE IN THE NORTH BERGEN PUBLIC SCHOOL SYSTEM SHALL BE GIVEN PREFERENCE. IN THE EVENT THIS PARAGRAPH IS ELIMINATED FROM THE TEACHER'S CONTRACT, IT SHALL BE ELIMINATED.

E. UNIT MEMBERS SHALL AGREE TO RETURN TO EMPLOYMENT FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR AFTER THE SABBATICAL LEAVE. THE MEMBERS ON LEAVE SHALL BE ENTITLED TO RETURN TO THE SAME POSITION IN THE SAME SCHOOL. ALL PENSION, SALARY, AND EXPERIENCE RIGHTS ARE RETAINED WHILE ON SUCH LEAVE.

F. ADDITIONAL LEAVE WITH PAY FOR STUDY MUTUALLY AGREED BY UNIT MEMBERS AND BOARD.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

LEAVE OF ABSENCE WITHOUT PAY SHALL BE GRANTED UPON APPLICATION TO UNIT MEMBERS FOR THE FOLLOWING PURPOSES:

- A. ONE (1) YEAR FOR STUDY RELATED TO THE UNIT MEMBER'S FIELD OF CERTIFICATION OR STUDY LEADING TO AN EARNED DEGREE.
- B. STUDY TO MEET ELIGIBILITY REQUIREMENTS FOR A CERTIFICATE OTHER THAN THAT HELD BY THE UNIT MEMBER.
- C. MATERNITY FOR A PERIOD OF ONE (1) FULL YEAR AND UNTIL THE FOLLOWING SEPTEMBER 1. UNIT MEMBERS MAY REQUEST AND WILL BE GRANTED AN ADDITIONAL YEAR TO END ON SEPTEMBER 1. MATERNITY LEAVE SHALL BE GRANTED TO A FEMALE UNIT MEMBER ADOPTING A CHILD OR CHILDREN.
- D. ENTRANCE INTO THE ARMED FORCES.
- E. ACCEPTANCE OF AN EDUCATIONAL ASSIGNMENT IN A FOREIGN COUNTRY FOR ONE (1) YEAR, WITH SUCH LEAVE RENEWABLE FOR AN ADDITIONAL YEAR, ONLY IF SUCH POSITION IS SPONSORED OR APPROVED BY THE GOVERNMENT OF THE UNITED STATES.
- F. ACCEPTANCE OF AN EDUCATIONAL POSITION IN A COLLEGE OR UNIVERSITY FOR ONE (1) YEAR WITH SUCH LEAVE RENEWABLE FOR AN ADDITIONAL YEAR.
- G. OTHER PURPOSES AS APPROVED BY THE BOARD.
- H. ALL UNIT MEMBERS ON LEAVE WITHOUT PAY FOR ONE (1) YEAR OR MORE WILL RETURN TO THE SYSTEM ON THE NEXT STEP OF THE APPROPRIATE SALARY GUIDE.
- I. ALL UNIT MEMBERS ON LEAVE WITHOUT PAY WILL BE RETURNED TO THE SAME POSITION IN THE SAME SCHOOL.
- J. ALL PENSION, SALARY AND EXPERIENCE RIGHTS ARE RETAINED IN SUCH LEAVE.

ARTICLE 16

LEAVES OF ABSENCE WITH PAY

A. *A SHORT TERM LEAVE OF ABSENCE SHALL BE GRANTED SOLELY IN THE FOLLOWING INSTANCES:

IF SUMMER COLLEGE COURSES COMMENCE PRIOR TO THE END OF THE SCHOOL YEAR, ENROLLED UNIT MEMBERS SHALL BE GIVEN A LEAVE OF ABSENCE NOT TO EXCEED FIVE (5) SCHOOL DAYS WITH FULL PAY FOR THAT PERIOD.

B. ANY PRIVILEGE GAINED OR LOST BY THE TEACHING STAFF IN CONTRACTUAL NEGOTIATIONS OR OTHER NEGOTIATIONS DURING THE TERM OF THIS CONTRACT SHALL APPLY TO THE COUNCIL AUTOMATICALLY.

ARTICLE 17

EXTRA-CURRICULA

A. UNIT MEMBERS SHALL HAVE THE RIGHT TO APPLY FOR ANY EXTRA-CURRICULA POSITIONS IN THE NORTH BERGEN PUBLIC SCHOOL SYSTEM.

B. THE BOARD OF EDUCATION SHALL NOTIFY THE COUNCIL OF ANY EXTRA-CURRICULA POSITIONS BY APRIL 1ST.

C. ALL UNIT MEMBERS SHALL HAVE TEN (10) DAYS TO FILE AN APPLICATION FOR EXTRA-CURRICULA POSITIONS.

D. AN ELEMENTARY ADMINISTRATOR WILL SUPERVISE THE FOLLOWING SCHOOL SPONSORED ACTIVITIES IN THEIR RESPECTIVE BUILDINGS:

1. STUDENT DANCES
2. CONCERTS
3. STUDENT COUNCIL OR CLUB SPONSORED EVENTS

E. WHENEVER THE HIGH SCHOOL IS UTILIZED FOR ELEMENTARY SCHOOL FUNCTIONS, AN ELEMENTARY ADMINISTRATOR FROM THE ELEMENTARY SCHOOLS INVOLVED WILL BE PRESENT TO HELP SUPERVISE THE EVENT. PRIMARY RESPONSIBILITY FOR THE EVENT WILL REST WITH THE ORGANIZATION SPONSORING THE FUNCTION.

F. D AND E DO NOT APPLY TO ATHLETIC EVENTS WITH THE EXCEPTION OF THE CHEERLEADING COMPETITION.

G. A CALENDAR INCLUDING SIXTEEN (16) DANCES, CONCERTS AND SHOWS WILL BE SUPERVISED BY ADMINISTRATIVE AND SUPERVISORY PERSONNEL OF THE HIGH SCHOOL STAFF, AND WILL BE ASSIGNED BY THE BUILDING PRINCIPAL IN ACCORDANCE WITH THE SENIORITY OF THE UNIT MEMBERS INVOLVED.

ARTICLE 18

TERMINAL LEAVE COMPENSATION

A. UNIT MEMBERS, UPON RETIREMENT OR WHEN LEAVING AFTER THIRTEEN (13) CONTINUOUS YEARS OF SERVICE IN THE SYSTEM OR UPON DEATH, SHALL RECEIVE TERMINAL LEAVE PAY AS FOLLOWS:

1. ONE-HALF ($\frac{1}{2}$) DAY'S PAY FOR EACH ACCUMULATED SICK DAY. A DAY'S PAY IS DEFINED AS $\frac{1}{30}$ TH OF $\frac{1}{10}$ TH OR $\frac{1}{300}$ TH OF THE MEMBER'S FINAL BASE SALARY.

B. THE ESTATE OF A UNIT MEMBER WHO DIES DURING THE DURATION OF THIS AGREEMENT SHALL RECEIVE TERMINAL LEAVE PAY FOR SICK DAYS ACCUMULATED, COMPUTED ON THE SAME BASIS AS OUTLINED IN PARAGRAPH (A) OF THIS SECTION.

ARTICLE 19

SALARY AND FRINGE BENEFITS

A. UNIT MEMBERS SHALL RECEIVE CHECKS ON THE 15TH AND LAST SCHOOL DAY OF EACH MONTH. IN CASES WHERE A SCHOOL HOLIDAY FALLS ON THE 15TH OR LAST DAY OF THE MONTH, THE UNIT MEMBERS SHALL RECEIVE CHECKS ON THE LAST SCHOOL DAY PRECEDING SAID HOLIDAY.

B. THE BOARD SHALL CONTINUE TO PAY BLUE CROSS, BLUE SHIELD, RIDER J, MAJOR MEDICAL BENEFITS AND NEW JERSEY WORKMEN'S COMPENSATION FOR ALL MEMBERS OF THE UNIT ON THE INDIVIDUAL OR ON THE FAMILY PLAN AT THE OPTION OF THE UNIT MEMBER. ANY OTHER HEALTH PLANS, INCLUDING DENTAL, AWARDED TO THE MEMBERS OF THE TEACHING STAFF SHALL ALSO BE GIVEN TO COUNCIL MEMBERS.

C. THE VOLUNTARY PROGRAM OF TAX-SHELTERED ANNUITIES SHALL BE CONTINUED BY THE BOARD.

ARTICLE 20

DUES CHECK-OFF

THE BOARD WILL HONOR THE WRITTEN AUTHORIZATION OF ANY UNIT MEMBER COVERED BY THIS AGREEMENT FOR THE DEDUCTION OF COUNCIL DUES IN ACCORDANCE WITH ITS TERMS, INCLUDING A STATEMENT THAT THE AUTHORIZATION IS IRREVOCABLE UNTIL THE FOLLOWING JUNE 30. IT SHALL BE AUTOMATICALLY RENEWABLE FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS WRITTEN NOTICE TO THE CONTRARY IS GIVEN TO THE BOARD BY ANY MEMBER OF THE UNIT BETWEEN JUNE 15 AND JUNE 30 OF ANY SUCH YEAR.

ARTICLE 21

SPECIAL COMPLAINTS

A. DEFINITION: A "SPECIAL COMPLAINT" IS A COMPLAINT BY A UNIT MEMBER THAT PARENTS, NON-ATTENDING STUDENTS OR NON-PARENT ADULTS ARE ENGAGING IN A COURSE OF HARASSING CONDUCT, OR IN ACTS OF INTIMIDATION, WHICH ARE BEING DIRECTED AGAINST HIM IN THE COURSE OF HIS EMPLOYMENT.

B. SPECIAL COMPLAINTS SHALL BE SENT TO THE SUPERINTENDENT OF SCHOOLS BY THE AFFECTED UNIT MEMBER OR, UPON HIS REQUEST, BY THE COUNCIL.

C. THE SUPERINTENDENT OF SCHOOLS, WITHIN TWENTY-FOUR (24) HOURS, SHALL INVESTIGATE THE COMPLAINT TO ASCERTAIN THE FACTS AND BRING ABOUT A PROMPT RESOLUTION OF THE PROBLEM WITHOUT RESORT TO FORMAL PROCEDURES.

D. IN THE EVENT THE SUPERINTENDENT IS UNABLE TO RESOLVE THE SPECIAL COMPLAINT IN THE TIME LIMIT STATED IN SECTION C, THE AFFECTED EMPLOYEE OR COUNCIL MAY RESORT TO THE GRIEVANCE PROCEDURE.

ARTICLE 22

ASSISTANCE IN ASSAULT CASES

A. ALL CASES OF ASSAULT SUFFERED BY UNIT MEMBERS IN CONNECTION WITH THEIR EMPLOYMENT SHALL BE REPORTED TO THE SUPERINTENDENT OF SCHOOLS.

B. THE SUPERINTENDENT SHALL INFORM THE ASSAULTED UNIT MEMBER IMMEDIATELY IN WRITING OF HIS RIGHTS UNDER THE LAW.

C. THE BOARD OF EDUCATION SHALL BE NOTIFIED OF AN ASSAULT ON A UNIT MEMBER BY THE SUPERINTENDENT WITHIN TWENTY-FOUR (24)

HOURS OF HIS RECEIPT OF NOTIFICATION, AND BE PREPARED TO RENDER

ASSISTANCE AS FOLLOWS:

1. BY OBTAINING FROM POLICE AND OTHER BUREAUS RELEVANT INFORMATION CONCERNING THE CULPRITS.

2. BY PROVIDING LEGAL COUNSEL THROUGH AN ATTORNEY IN COURT APPEARANCES.

3. THE ADMINISTRATOR'S LEGAL FEES SHALL BE PAID ACCORDING TO THE PREVAILING LEGAL FEE AS SET BY THE HUDSON COUNTY BAR ASSOCIATION.

D. THIS ASSISTANCE IS INTENDED TO APPLY SOLELY TO THE CRIMINAL ASPECT OF ANY CASE ARISING FROM SUCH ASSAULT.

ARTICLE 23

DAMAGE OR DESTRUCTION OF PROPERTY

A. PRINCIPALS SHALL NOT BE HELD RESPONSIBLE FOR LOSS WITHIN THE SCHOOL OF SCHOOL PROPERTY OR CHILDREN'S PROPERTY WHEN SUCH LOSS IS NOT THE FAULT OF THE PRINCIPAL. THIS DOES NOT EXONERATE THE PRINCIPAL FROM RESPONSIBILITY FOR SCHOOL PROPERTY IN HIS CHARGE.

B. THE BOARD WILL REIMBURSE UNIT MEMBERS IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$100.00 IN ANY SCHOOL YEAR FOR LOSS OR DAMAGE OR DESTRUCTION, WHILE ON DUTY IN THE SCHOOL, OF PERSONAL PROPERTY OF A KIND NORMALLY WORN TO OR BROUGHT INTO SCHOOL, WHEN THE UNIT MEMBER HAS NOT BEEN NEGLIGENT AND TO THE EXTENT THAT SUCH LOSS IS NOT COVERED BY INSURANCE. THE TERM "PERSONAL PROPERTY" SHALL NOT INCLUDE CASH. THE TERMS "LOSS", "DAMAGE" AND "DESTRUCTION" SHALL NOT COVER THE EFFECTS OF NORMAL WEAR AND TEAR AND USE.

C. SATISFACTORY PROOF OF DAMAGE OR DESTRUCTION MUST BE SUBMITTED TO THE BOARD OF [] TION.

ARTICLE 24

COUNCIL ORGANIZATIONAL ACTIVITIES

A. NO COUNCIL MEMBER SHALL ENGAGE IN ORGANIZATIONAL ACTIVITIES DURING THE TIME HE IS ASSIGNED TO SCHOOL EXCEPT FOR COUNCIL OFFICERS WHO SHALL BE EXCUSED BY THE SUPERINTENDENT, WITHOUT LOSS OF PAY, FOR TIME SPENT NEGOTIATING WITH THE BOARD OR INVESTIGATING PROBLEMS OR CONFERENCES WITH THE SUPERINTENDENT OF SCHOOLS OR HIS REPRESENTATIVE.

B. COUNCIL REPRESENTATIVES SHALL BE ALLOWED TIME WITHIN THE SYSTEM FOR APPROPRIATE ACTIVITIES RELATING TO THE ADMINISTRATION OF THIS AGREEMENT AND TO THE DUTIES OF THEIR OFFICE WITHOUT LOSS OF PAY, UPON THE APPROVAL OF THE SUPERINTENDENT.

ARTICLE 25

CONFORMITY TO LAW

A. IF ANY PROVISION OF THIS AGREEMENT IS OR SHALL AT ANY TIME BE CONTRARY TO LAW, THEN SUCH PROVISION SHALL NOT BE APPLICABLE OR PERFORMED OR ENFORCED, EXCEPT TO THE EXTENT PERMITTED BY LAW, AND ANY SUBSTITUTE ACTION SHALL BE SUBJECT TO APPROPRIATE CONSULTATION AND NEGOTIATION WITH THE BOARD.

B. IN THE EVENT THAT ANY ONE OR MORE PROVISIONS OF THIS AGREEMENT IS OR SHALL AT ANY TIME BE CONTRARY TO LAW, ALL REMAINING PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

C. THE BOARD AGREES THAT IT WILL NOT REQUIRE ANY SUPERVISOR TO COMPLETE ANY OATH OR AFFIRMATION OF LOYALTY UNLESS SUCH REQUIREMENT IS ESTABLISHED BY LAW.

ARTICLE 26

MATTERS NOT COVERED

A. WITH RESPECT TO MATTERS NOT COVERED BY THIS AGREEMENT BETWEEN THE BOARD AND THE COUNCIL WHICH ARE PROPER SUBJECTS FOR COLLECTIVE BARGAINING, THE BOARD AGREES THAT IT WILL MAKE NO CHANGES WITHOUT APPROPRIATE PRIOR CONSULTATION AND NEGOTIATION WITH THE COUNCIL.

B. "OTHER WORKING CONDITIONS" SHALL BE APPLICABLE WHEREVER RELEVANT TO UNIT MEMBERS. SHOULD THIS SECTION BE CHANGED DURING FUTURE NEGOTIATIONS BETWEEN THE TEACHERS AND THE BOARD, THE COUNCIL SHALL, PRIOR TO THE SIGNING OF SUCH CONTRACT OR OTHER NEGOTIATIONS, HAVE ONE WEEK WITHIN WHICH TO ACCEPT OR OBJECT TO ANY AND/OR ALL SUCH CHANGES APPLICABLE TO UNIT MEMBERS. THE COUNCIL SHALL SUBMIT A STATEMENT IN WRITING TO THE SUPERINTENDENT OF SCHOOLS WITH RESPECT TO SUCH MATTERS.

C. ANY PRIVILEGE GAINED OR LOST TO THE TEACHING STAFF IN CONTRACTUAL NEGOTIATIONS OR OTHER NEGOTIATIONS DURING THE TERM OF THIS CONTRACT SHALL BE GRANTED TO THE COUNCIL AUTOMATICALLY.

ARTICLE 27

NO-STRIKE PLEDGE

THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS OF THE PUBLIC SCHOOLS OF NORTH BERGEN AND THE BOARD OF EDUCATION RECOGNIZE THAT STRIKES AND OTHER WORK STOPPAGES BY UNIT MEMBERS ARE CONTRARY TO LAW AND PUBLIC POLICY IN THE STATE OF NEW JERSEY. THE COUNCIL AND THE BOARD SUBSCRIBE TO THE PRINCIPLE THAT DIFFERENCES SHALL BE RESOLVED BY PEACEFUL AND APPROPRIATE MEANS WITHOUT INTERRUPTION OF

THE SCHOOL PROGRAM. THE COUNCIL THEREFORE AGREES THAT IT WILL NOT CALL, JOIN, PARTICIPATE IN AND/OR ABET ANY STRIKE, WORK STOPPAGE, OR OTHER CONCERTED REFUSAL TO PERFORM WORK BY THE UNIT MEMBERS COVERED BY THIS AGREEMENT.

ARTICLE 28

GRIEVANCE PROCEDURES

IT IS THE DECLARED OBJECTIVE OF THE BOARD OF EDUCATION AND THE COUNCIL OF ADMINISTRATORS AND SUPERVISORS TO ENCOURAGE THE PROMPT AND INFORMAL RESOLUTION OF EMPLOYEE COMPLAINTS AS THEY ARISE AND TO PROVIDE RECOURSE TO ORDERLY PROCEDURES FOR THE SATISFACTORY ADJUSTMENT OF COMPLAINTS.

A. DEFINITION

1. THE TERM "GRIEVANCE" SHALL MEAN:

A. A COMPLAINT BY A UNIT MEMBER COVERED BY THIS AGREEMENT THAT THERE HAS BEEN AS TO HIM A VIOLATION, MISINTERPRETATION OR INEQUITABLE APPLICATION OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

B. A COMPLAINT BY THE COUNCIL INVOLVING ALLEGED MISAPPLICATION OR MISINTERPRETATION OF THIS AGREEMENT.

B. ADJUSTMENT OF GRIEVANCES

GRIEVANCES SHALL BE PRESENTED AND ADJUSTED IN THE FOLLOWING MANNER:

1. FIRST LEVEL

A UNIT MEMBER SHALL, WITHIN A REASONABLE TIME FOLLOWING THE ACT OR CONDITION ON WHICH HIS COMPLAINT IS BASED, DISCUSS THE MATTER WITH THE SUPERINTENDENT OF SCHOOLS IN AN EFFORT TO

RESOLVE THE PROBLEM INFORMALLY AS PROMPTLY AS POSSIBLE. IT IS UNDERSTOOD THAT, IF THE COMPLAINT IS RESOLVED INFORMALLY, NO RECORD OF THE PROCEDURES AT THIS LEVEL SHALL BE MADE OR KEPT WITHOUT THE WRITTEN CONSENT OF THE AGGRIEVED UNIT MEMBER.

2. SECOND LEVEL

IF THE COMPLAINT HAS NOT BEEN RESOLVED INFORMALLY AT THE FIRST LEVEL, WITHIN TWO (2) SCHOOL DAYS OF THE INITIAL INFORMAL DISCUSSION WITH THE SUPERINTENDENT, THE GRIEVANT, OR THE COUNCIL ON HIS BEHALF, MAY FILE A WRITTEN GRIEVANCE WITH THE SUPERINTENDENT. WITHIN FIVE (5) SCHOOL DAYS FOLLOWING RECEIPT OF THE GRIEVANCE, A CONFERENCE SHALL BE CALLED BY THE SUPERINTENDENT WITH THE GRIEVANT WITH A VIEW OF ARRIVING AT A MUTUALLY SATISFACTORY RESOLUTION OF THE COMPLAINT. SUCH CONFERENCES SHALL BE CALLED UPON WRITTEN NOTICE TO THE GRIEVANT AND THE COUNCIL. THE GRIEVANT, AT THIS LEVEL, SHALL BE ENTITLED TO REPRESENTATION AT THE CONFERENCE BY COUNCIL EXECUTIVE BOARD MEMBERS, NOT TO EXCEED TWO (2) IN NUMBER, OR BY A UNIT MEMBER OF HIS CHOICE IN THE NORTH BERGEN SCHOOL SYSTEM. IF NO MUTUALLY SATISFACTORY RESOLUTION HAS BEEN REACHED AT THE CONFERENCE, THE SUPERINTENDENT SHALL COMMUNICATE HIS WRITTEN DECISION TO THE GRIEVANT AND THE COUNCIL WITHIN FIVE (5) SCHOOL DAYS AFTER SAID CONFERENCE.

3. THIRD LEVEL

IF THE GRIEVANCE IS NOT RESOLVED AT THE SECOND LEVEL, THE GRIEVANT MAY, WITHIN TEN (10) SCHOOL DAYS AFTER RECEIPT OF THE DECISION OF THE SUPERINTENDENT, APPEAL IN WRITING TO THE BOARD OF

EDUCATION. THE BOARD OF EDUCATION SHALL SCHEDULE A CONFERENCE TO BE HELD IN PRIVATE FOLLOWING THE NEXT REGULARLY SCHEDULED BOARD MEETING, UNLESS SAID MEETING OCCURS WITHIN FIVE (5) DAYS OF THE RECEIPT OF THE APPEAL, OR AT A SPECIAL MEETING CALLED BY THE BOARD OF EDUCATION. IN NO CASE SHALL THE CONFERENCE BE SCHEDULED LATER THAN TWENTY (20) DAYS UPON RECEIPT OF THE GRIEVANCE BY THE BOARD OF EDUCATION.

ALL CONFERENCES SCHEDULED ON THE THIRD LEVEL SHALL BE UPON NOT LESS THAN THREE (3) DAYS WRITTEN NOTICE TO THE GRIEVANT AND THE COUNCIL.

AT THE CONFERENCE CALLED BY THE BOARD, ALL PRESENT AT THE SECOND LEVEL MAY ATTEND AND BE PERMITTED TO PRESENT VIEWS.

IF, AT THE CONFERENCE, THE BOARD OF EDUCATION WILL HAVE LEGAL COUNSEL PRESENT, THE BOARD SHALL SO INFORM THE GRIEVANT AND THE COUNCIL OF SUCH INTENDED ACTION AND PERMIT THE GRIEVANT AND THE COUNCIL REPRESENTATION OF LEGAL COUNSEL AT SUCH CONFERENCE.

THE BOARD OF EDUCATION SHALL RENDER ITS DECISION IN WRITING TO THE GRIEVANT AND THE COUNCIL WITHIN TEN (10) DAYS OF SAID CONFERENCE.

C. ARBITRATION

A GRIEVANCE WHICH HAS NOT BEEN RESOLVED AT THE LEVEL OF THE BOARD OF EDUCATION MAY BE SUBMITTED TO AN ARBITRATOR.

THE COUNCIL MAY APPEAL THE DECISION OF THE BOARD TAKEN ON THE THIRD LEVEL BY FILING WITH THE EXECUTIVE DIRECTOR OF THE NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION FOR THE APPOINTMENT OF AN ARBITRATOR ACCORDING TO SECTION 19:12-14 OF THE RULES AND

REGULATIONS OF THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT OF 1968. THE COUNCIL SHALL FILE FOR AN ARBITRATOR WITHIN TEN (10) SCHOOL DAYS OF THE RECEIPT OF THE BOARD'S DECISION. THE ARBITRATOR SHALL ISSUE HIS DECISION NOT LATER THAN THIRTY (30) DAYS FROM THE DATE OF THE CLOSING OF THE HEARINGS; IF ORAL HEARINGS HAVE BEEN WAIVED, FROM THE DATE TRANSMITTING THE FINAL STATEMENTS AND PROOFS TO THE ARBITRATOR. THE DECISION SHALL BE IN WRITING AND SHALL SET FORTH THE ARBITRATOR'S OPINION AND CONCLUSIONS ON THE ISSUES SUBMITTED. THE ARBITRATOR SHALL LIMIT HIS DECISION STRICTLY TO THE APPLICATION AND INTERPRETATION OF THE PROVISIONS OF THIS AGREEMENT AND HE SHALL BE WITHOUT POWER OR AUTHORITY TO MAKE ANY DECISION:

1. CONTRARY TO, OR INCONSISTENT WITH, OR MODIFYING OR VARYING IN ANY WAY, THE TERMS OF THIS AGREEMENT OR OF APPLICABLE LAW OR RULES OR REGULATIONS HAVING THE FORCE AND EFFECT OF LAW;
2. INVOLVING BOARD DISCRETION OR BOARD POLICY UNDER THE PROVISIONS OF THIS AGREEMENT, UNDER BOARD BY-LAWS, OR UNDER APPLICABLE STATE LAW, EXCEPT THAT HE MAY DECIDE IN A PARTICULAR CASE THAT BOARD POLICY WAS DISREGARDED OR THAT ITS ATTEMPTED APPLICATION UNDER ANY TERM OF THIS AGREEMENT WAS SO DISCRIMINATORY, ARBITRARY, OR CAPRICIOUS AS TO CONSTITUTE AN ABUSE OF DISCRETION;
3. LIMITING OR INTERFERING IN ANY WAY WITH THE POWERS, DUTIES AND RESPONSIBILITIES OF THE BOARD UNDER ITS BY-LAWS, APPLICABLE LAW AND RULES AND REGULATIONS HAVING THE FORCE AND EFFECT OF THE LAW.
4. ALL DECISIONS OF THE ARBITRATOR SHALL BE IN CONFORMITY WITH THE RULES OF THE STATE OF NEW JERSEY.

THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND, IF MADE IN ACCORDANCE WITH HIS JURISDICTION AND AUTHORITY UNDER THIS AGREEMENT, SHALL BE BINDING UPON BOTH PARTIES. THE COST OF ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES TO THE DISPUTE.

D. GENERAL PROVISIONS AS TO GRIEVANCE AND ARBITRATION

1. ALL GRIEVANCE CONFERENCES SHALL BE HELD AT CONVENIENT TIMES AND LOCATIONS IN ORDER TO AFFORD A FAIR AND REASONABLE OPPORTUNITY FOR ALL THOSE ENTITLED TO BE PRESENT TO ATTEND. WHEN SUCH CONFERENCES ARE SCHEDULED DURING BOARD WORKING HOURS, ALL PERSONS PARTICIPATING SHALL BE EXCUSED FROM THEIR REGULAR DUTIES WITHOUT LOSS OF PAY.

2. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO DENY ANY UNIT MEMBER HIS RIGHTS UNDER THE STATE OF NEW JERSEY EDUCATION LAWS, TITLE 18A.

3. THE FILING OR PENDENCY OF ANY GRIEVANCE UNDER THE PROVISIONS OF THE SECTION DEALING WITH GRIEVANCE PROCEDURES IN THIS AGREEMENT SHALL IN NO WAY OPERATE TO IMPEDE, DELAY OR INTERFERE WITH THE RIGHT OF THE BOARD TO TAKE THE ACTION COMPLAINED OF, SUBJECT, HOWEVER, TO THE FINAL DECISION ON THE GRIEVANCE.

E. TIME LIMITS

1. FAILURE AT ANY LEVEL OF THIS PROCEDURE TO COMMUNICATE THE DECISION ON A GRIEVANCE WITHIN THE SPECIFIED TIME LIMITS SHALL PERMIT THE AGGRIEVED UNIT MEMBER AND/OR COUNCIL 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 ACCEPTANCE OF THE DECISION RENDERED AT THAT LEVEL.

2. THE TIME LIMITS SPECIFIED IN THIS PROCEDURE MAY BE EXTENDED IN ANY SPECIFIC INSTANCE BY MUTUAL AGREEMENT.

ARTICLE 29

SALARY CLAUSE

A. THE SALARY GUIDE AND SCHEDULE WILL BE A TWO YEAR PACT BEGINNING JULY 1, 1978 AND ENDING JUNE 30, 1980.

B. NEWLY APPOINTED UNIT MEMBERS' SALARY WILL BE ADJUSTED ACCORDING TO THE FOLLOWING:

1. IMMEDIATE PAYMENT OF ONE-HALF ($\frac{1}{2}$) THE DIFFERENCE FROM THE PRESENT SALARY TO THE SALARY ON STEP 1 OF THE GUIDE.

2. NEWLY APPOINTED UNIT MEMBERS FROM WITHIN THE SYSTEM WILL RECEIVE \$1000. JULY 1, AND \$1000. JANUARY 1, UNTIL GUIDE STEP IS REACHED BY THE THIRD YEAR.

3. UNIT MEMBERS APPOINTED TO A NEW POSITION ARE TO BE PAID AT THE NEXT LEVEL OF SALARY ABOVE WHAT THE PERSON PROMOTED WAS ENTITLED TO RECEIVE.

ARTICLE 30

TRANSFERS

A. THE BOARD OF EDUCATION RESERVES THE RIGHT TO TRANSFER ANY UNIT MEMBER IN THE BEST INTEREST OF THE INDIVIDUAL OR THE SYSTEM. HOWEVER, THE TRANSFERRED MEMBER SHALL, UPON REQUEST, BE GIVEN THE REASONS FOR TRANSFER BY THE SUPERINTENDENT. TITLE 18A:25-1, NEW JERSEY STATUTES ANNOTATED SHALL APPLY.

B. INVOLUNTARY TRANSFERS: NO INVOLUNTARY TRANSFER OR REASSIGNMENT SHALL BE MADE WITHOUT A MEETING BETWEEN THE UNIT

SHALL HAVE THE RIGHT TO BE REPRESENTED BY THE COUNCIL AND SHALL
BE GIVEN REASON FOR PROPOSED TRANSFER.

ARTICLE 31

DURATION OF AGREEMENT

A. DURATION PERIOD

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1980
AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1982.

IN WITNESS WHEREOF THE COUNCIL HAS CAUSED THIS AGREEMENT
TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AND THE BOARD HAS
CAUSED THIS AGREEMENT TO BE SIGNED BY ITS PRESIDENT, ATTESTED
BY ITS SECRETARY AND ITS CORPORATE SEAL TO BE PLACED HEREON,
ALL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

NORTH BERGEN COUNCIL OF ADMINISTRATORS
AND SUPERVISORS

By: _____
N.B.C.A.S. PRESIDENT

By: _____
N.B.C.A.S. SECRETARY

NORTH BERGEN BOARD OF EDUCATION

By: _____
N.B. BOARD OF EDUCATION PRESIDENT

By: _____
N.B. BOARD OF EDUCATION SECRETARY

SALARY GUIDE, JULY 1, 1980 TO JUNE 30, 1981

HIGH SCHOOL PRINCIPAL

	1	2	3	4	5
MA	32373.	33354.	34335.	35316.	36515.
MA +30	33354.	34335.	35316.	36515.	37496.
PH.D.	34335.	35316.	36515.	37496.	38477.

ELEMENTARY PRINCIPAL - HIGH SCHOOL VICE-PRINCIPAL

MA	29103.	30084.	31065.	32046.	33354.
MA +30	30084.	31065.	32046.	33354.	34,226.
PH.D.	31065.	32046.	33354.	34226.	35207.

ELEMENTARY VICE-PRINCIPAL

MA	25179.	26160.	27141.	28122.	29430.
MA +30	26160.	27141.	28122.	29103.	30411.
PH. D.	27141.	28122.	29103.	30084.	31392.

COORDINATORS

MA	21582.	22563.	23544.	24525.	25506.
MA +30	22563.	23544.	24525.	25506.	26587.
PH. D.	23544.	24525.	25506.	26587.	27468.

DIRECTOR OF STUDENT PERSONNEL SERVICES

MA	26596.	27577.	28558.	29539.	30847.
MA +30	27577.	28558.	29539.	30520.	31828.
PH.D.	28558.	29539.	31828.	31828.	32809.

PSYCHOLOGISTS

MA	23435.	24416.	25397.	26378.	27577.
MA +30	24416.	25300.	26378.	27359.	28558.
PH.D.	25397.	26378.	27359.	28340.	29539.

ADMINISTRATIVE ASSISTANT

MA	24198.	25288.	26160.	27250.	28340.
MA +30	25288.	26160.	27250.	28340.	29321.
PH.D.	26160.	27250.	28340.	29321.	30302.

SALARY GUIDE, JULY, 1, 1981 TO JUNE 30, 1982

HIGH SCHOOL PRINCIPAL

	1	2	3	4	5
MA	35934.	37022.	38111.	39200.	40531.
MA +30	37022.	38111.	39200.	40531.	41620.
PH.D.	38111.	39200.	40531.	41620.	42709.

ELEMENTARY PRINCIPAL - HIGH SCHOOL VICE-PRINCIPAL

MA	32304.	33393.	34482.	35581.	37022.
MA + 30	33393.	34482.	35581.	37022.	37990.
PH.D.	34482.	35581.	37022.	37990.	39079.

ELEMENTARY VICE-PRINCIPAL

MA	27948.	29037.	30126.	31215.	32667.
MA +30	29037.	30126.	31215.	32304.	33756.
PH.D.	30126.	31215.	32304.	33393.	34845.

COORDINATOR

MA	23956.	25044.	26133.	27222.	28311.
MA +30	25044.	26133.	27222.	28311.	29511.
PH.D.	26133.	27222.	28311.	29511.	30489.

DIRECTOR OF STUDENT PERSONNEL SERVICES

MA	29521.	30610.	32143.	32788.	34240.
MA +30	30610.	32143.	32788.	33877.	35329.
PH.D.	32143.	32788.	33877.	35329.	36417.

PSYCHOLOGISTS

MA	26012.	27101.	28190.	29279.	30610.
MA +30	27101.	28190.	29279.	30368.	31699.
PH.D.	28190.	29279.	30368.	31457.	32788.

ADMINISTRATIVE ASSISTANT

MA	26859.	28069.	29037.	30247.	31457.
MA +30	28069.	29037.	30247.	31457.	32546.
PH.D.	29037.	30247.	31457.	32546.	33635.