

A-1062

AGREEMENT
BETWEEN
NORTH HANOVER TOWNSHIP BOARD OF EDUCATION
AND
NORTH HANOVER TOWNSHIP PRINCIPALS ASSOCIATION
1981 - 1982

March 14, 1981 - June 30, 1982

PREMABLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this Agreement is made and executed this *17th* day of *March*, 1981, between the Board of Education of North Hanover Township, Burlington County, New Jersey, (hereinafter referred to as the "Board") and the North Hanover Township Principals Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

- A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the North Hanover Township Board of Education hereby recognizes the North Hanover Township Principals Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all principals under contract with the Board.
- B. Unless otherwise specified in the Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II
NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations in accordance with the time frames dictated by the Public Employment Relations Commission.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The parties understand that any agreement is tentative until ratified by a majority of the Board at a

public meeting, and the Association.

- D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement except as required by statute.
- E. In the event that the parties mutually agree to alter, amend or supplement this Contract, the terms of said Agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.
- F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization than the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A grievance means a complaint by an employee(s) that he/she has been treated unfairly or inequitably because of any grievance as defined in Chapter 123, P.L. 1974, which affects his/her occupational status. Any employee has the right to appeal his/her case at each level of this procedure.

If a grievant utilizing this procedure does not initiate his/her appeal within any of the following time limits, the issue shall be considered resolved.

If the following prescribed time factors are not adhered to by school authorities, then the grievant may process his/her grievance to the next level of appeal.

Since it is important that grievances be processed as rapidly as possible, 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 specified may, however, be extended by mutual agreement.

LEVEL I

Any employee who has a grievance shall first discuss his/her contention with the Superintendent and thereby attempt to resolve the issue informally. To be viable a grievance must be initiated within fifteen (15) calendar days of the event, or when he/she could have reasonably known of the event.

LEVEL II

The Superintendent shall attempt to resolve the matter in dispute and will resolve in writing within fifteen (15) calendar days of receipt of the grievance. If the grievant is not satisfied with the written determination of the Superintendent, he/she may within ten (10) calendar days of receipt submit a written appeal addressed to the Board of Education, attention of the Board Secretary, (with a copy to the Superintendent who shall then forward the grievance file to the Board Secretary), requesting a review of the Superintendent's determination. Such review will be held by the Board, or a committee of the Board with jurisdiction for this purpose, who shall conduct a hearing with the grievant within twenty-five (25) calendar days of receipt of the grievant's letter requesting review.

The results of the Board's review shall be communicated in writing to the grievant by the Board Secretary within five (5) calendar

days of the review, and the results of this review shall be considered final and binding for the matter under consideration; except if the grievance pertains to an expressed and specific provision of this Agreement, it may then be carried forward by the Association to binding arbitration through the American Arbitration Association utilizing their rules and regulations.

Procedure

If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within five (5) calendar days after the Board meeting, the Association may seek arbitration within another ten (10) calendar days.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties.

Acknowledging binding arbitration as the means of resolution for a dispute arising under this Agreement, there shall be no form of strike.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning a disciplinary hearing which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such hearing and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and Association hereby agree that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Association for the purpose of collective negotiations.
- C. There shall be a minimum of two (2) evaluations per year (one in each six (6) months) and a summary evaluation. All shall be in accordance with the Board's established criteria and in accordance with State Law.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to make available to the Association in response to reasonable requests at the time of negotiations, the annual financial report, directory of all personnel in unit, and other data in the public domain.

- B. Whenever any employee in the bargaining unit is permitted or required by the Board to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. The Association may have meetings in accordance with the Board's policy for building use.
- D. The Association shall have the right to make reasonable use of the school mail boxes or inter-school facilities provided all material except meeting announcements are in sealed envelopes.
- E. The Board agrees to deduct from the salary of employees dues of the Association and its affiliates as authorized by the employee. Such deduction shall be made according to Chapter 233, N. J. Public Laws of 1969 and rules of the State for such deduction.

ARTICLE VI

HOURS OF WORK

- A. All unit members shall work a normal work day, inclusive of a one-hour lunch period. In addition, attendance is expected at PTA meetings and all other school functions.
- B. Reasonable hours encompassing the normal work day will be established by the School District for all employees in the unit.

ARTICLE VII
LEAVES OF ABSENCE

A. Sick Leave

All ten-month employees shall be entitled to ten (10) days of paid sick leave in each work year. Any twelve-month employees shall receive twelve (12) accumulative sick days per year.

B. Emergency Absence

All employees shall be entitled up to five (5) days off with full pay in the event of death in the family per Board policy.

C. Personal Absence

All employees in the bargaining unit shall be entitled up to three days of paid leave to conduct personal business per Board policy. Such days shall not be cumulative. Normally at least forty-eight (48) hours advance notice will be given by the principal.

D. Accrued Leave Statement

All employees will receive a written statement of accrued sick leave once per year before October 1.

ARTICLE VIII
HEALTH INSURANCE

- A. The Board shall continue to provide current health-care protection.
- B. The health insurance carrier(s) shall be the Hospital Service Plan of N.J. (Blue Cross) and the Medical-Surgical Plan of N.J. (Blue Shield) for the basic hospitalization and medical-surgical coverage with Rider J and Major-Medical coverage or the equivalent in accordance with the Board's Master Plan.

- C. The insurance carrier(s) shall be requested to provide to each employee a description of the health-care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above.
- D. Presuming the contract of the carrier allows, then unit members may participate in the Board's dental program at employee cost.
- E. Liability Coverage shall be in accordance with and to the extent required by law.
- F. Effective July 1, 1980, the Board of Education shall pay for each employee eligible and choosing to enroll the full single or the full family prescription plan (commonly referred to as One Dollar (\$1.00) Co-Pay).

ARTICLE IX

PROFESSIONAL STANDARDS AND PROFESSIONAL PROCEDURES

- A. Attendance at Workshops, meetings, conferences and conventions:
 - 1. Mileage beyond that necessary to go to and from work will be paid for transportation to and from said meetings at the rate of seventeen (17¢) cents per mile if such meetings are in New Jersey. Mileage reimbursement also applies to required travel between schools.
 - 2. Overnight accommodations and expenses for meals will be reimbursed for attendance at approved convention(s) or conference(s) for each member of the Association if such convention or conference is expressly approved by the Board.

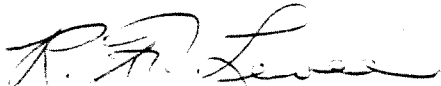
ARTICLE X
MISCELLANEOUS

- A. Each principal shall be provided with an updated policy manual by October 1 of each year. All current Board policies shall be forwarded to each principal after adoption and/or approval of the Board within five (5) working days.
- B. Copies of all Board/Association contracts will be provided for each principal as soon as they are available to the members of their respective organizations.
- C. A member or members of this Association may be in attendance at all other Board/Unit negotiations. (Custodial, Clerk-Assistants, Teachers, etc.)
- D. The Board and this Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfers, evaluation, or discipline of principals or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin or sex.
- E. Inter-Communication
Whenever any notice is required to be given by either of the parties to this agreement to the other, either party shall do so by telegram or registered letter at the following addresses:
If by the Association to the Board at School # 1.
If by the Board to the Association at School # 4.

ARTICLE XI
DURATION OF AGREEMENT

This agreement shall be effective July 1, 1981 and shall continue in effect through June 30, 1982. Both parties agree to open negotiations in the month of September 1981 for the contract year beginning July 1, 1982.

NORTH HANOVER TOWNSHIP
PRINCIPALS ASSOCIATION:



President

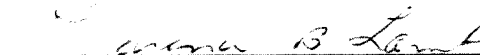


Secretary

NORTH HANOVER TOWNSHIP
BOARD OF EDUCATION:



President



Secretary

SCHEDULE A
NORTH HANOVER PRINCIPALS

1981 - 1982

Sept 1 -	26,000
2 -	26,600
3 -	27,200
4 -	27,800
5 -	28,400
6 -	29,000
7 -	29,600
8 -	30,200
9 -	30,800
10 -	31,450

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