

Agreement between the
North Hanover Township Board of Education
and the
North Hanover Township Principal's Association
July 1, 2007 through June 30, 2010



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PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Law of 1974, State of New Jersey, this agreement is made and executed this day of _____ 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 1

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 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 also ratified by the Association.
- D. This agreement incorporates the entire understanding of the parties on all matters that 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 agreement, 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 otherwise be 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 other than the Association.

Article III

Grievance Procedure

- A. 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, PL 1974, which affects his/her occupational status. Any employee has the right to appeal his/her case at each level of this procedure.
- B. 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.
- C. 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.
- D. 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

- 1. 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) working days of the event, or when he/she could have reasonably known of the event.

Level II

- 1. The Superintendent shall attempt to resolve the matter in dispute and will respond in writing within fifteen (15) working 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) working 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) working days of receipt of the grievant's letter requesting review.
- 2. The results of the Board's review shall be communicated in writing to the grievant by the Board Secretary within five (5) working 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 specified 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.

Arbitration Procedure

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) working days after the Board meeting, the Association may seek arbitration within another ten (10) working days.
2. 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 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/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violate the terms of the agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties.
3. Acknowledging binding arbitration as a means of resolution for a dispute arising under this agreement, there shall be no form of strike.
4. 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 {1} 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 the 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 mailboxes 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, NJ Public Laws of 1969 and rules of the State for such deduction.

Article VI

Salary Schedule

- A. For the 2007-2008 school year, each member of this association will receive a salary increase of \$4,935.
- B. For the 2008-2009 school year, each member of this association will receive a salary increase of \$5,180.
- C. For the 2009-2010 school year, each member of this association will receive a salary increase of \$5,435.
- D. The Board of Education shall establish the starting salary for all new principals.

Article VII

Work Schedule

- A. All employees shall work a normal workday, inclusive of a one (1) hour lunch period. Employees are required to attend general membership functions of the PTA/PTO, as well as Board of Education sponsored events.
- B. Reasonable hours encompassing the normal workday will be established by the school district for all employees in the unit.

- c. Vacation --- All Association members will be entitled to vacation in accordance with the following schedule:

| | | | |
|--------------------------------|---------|--------------------------------|---------|
| after the 1 st year | 12 days | after the 4 th year | 15 days |
| after the 2 nd year | 13 days | after the 5 th year | 20 days |
| after the 3 rd year | 14 days | | |

Vacation schedules should be submitted to the Superintendent of Schools for approval before June 1st each year. With the approval of the Superintendent of Schools, up to five (5) vacation days per administrator may be utilized throughout the course of the regular school year. Vacation days may not be taken in the month of June or on the days immediately before or after a school holiday without the prior written approval of the Superintendent of Schools.

Unit members are entitled to holidays as noted on the approved school calendar. However, unit members shall be present during these holiday periods if the Superintendent deems it necessary. Unit members shall also work an additional two (2) days per year designated as school holidays. Such days shall be mutually agreed to by the unit member and the Superintendent of Schools.

Principals may, at their option, "sell back" any unused vacation time according to the following schedule:

| |
|--|
| 0 to 10 years - 1 day, |
| Over 10 years through completion of 15 years - 2 days, |
| Over 15 years - 3 days |

Compensation for unused vacation days is determined by the following formula and is not considered pensionable income.

$$(Base\ salary/240) \times \# \text{ of days}$$

Article VIII

Leaves of Absence

- A. Sick Leave

Twelve (12) month employees shall be entitled to twelve (12) days of paid sick leave in each work year.

The Board shall provide compensation for accumulated unused sick leave to an employee who retires as a member of the New Jersey Division of Pensions according to the following schedule:

| | |
|------------------|--|
| 0 to 39 days | No Compensation |
| 40 to 119 days | \$45 per day for all days |
| 120 or more days | \$60 per day for all days - maximum \$15,000 |

B. Personal Absence

All employees in the bargaining unit shall be entitled to three (3) days of paid leave to conduct personal business. Effective July 1, 1995 the Board of Education will grant to each employee one (1) sick day for every one (1) unused personal leave day accumulated during that year. Normally at least forty-eight (48) hours advance notice will be given by the employee when requesting a personal day.

C. Bereavement Leave

Each employee shall be allowed a maximum of five (5) days leave with pay in the event of a death in their immediate family or resident of their immediate household. Immediate family shall be defined as spouse, child, mother, father, brother, sister, stepparent, mother-in-law, father-in-law, or stepchild. If the funeral is held a distance of over two hundred (200) miles from the employee's residence, the employee will receive one additional day with pay for the purpose of travel.

Each employee shall be allowed leave with pay the day of the funeral in the event of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandparent not living in the same household. If the funeral is held a distance of over two hundred (200) miles from the employee's residence, the employee will receive the day before and the day after the funeral with pay for the purpose of travel.

D. Personal days may be used in the event of the death of an employee's friend or other relative.

E. Accrued Leave Statement

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

Article IX

Health Insurance

A. Health care protection and benefits shall continue to be provided to all members of the Association in accordance with those negotiated between the North Hanover Township Board of Education and the North Hanover Township Education Association.

Article X

Professional Standards and Professional Procedures

A. Mileage and tolls necessary to attend workshops, meetings, conferences and conventions will be reimbursed at the Internal Revenue Service (IRS) rate per mile. Mileage reimbursement also applies to required travel between schools.

- B. Association members shall be entitled to attend one National Education Conference per year (based on seniority and rotation) without a reduction in pay. Expenses incurred by members as a result of their attendance and participation in these meetings shall be paid by the district. Requests shall be submitted in writing to the Superintendent of Schools for approval.

Note: New administrative employees, who are members of this association, will be placed at the bottom of the rotation.

- C. Employees may also request (in writing) to attend various National, State, and/or Local area educational conferences. These requests need not be based on seniority or rotation and are solely at the discretion of the Superintendent of Schools. If approved, expenses incurred by members as a result of their attendance and participation in these meetings shall be paid by the district.
- D. Upon approval of the Superintendent of Schools, association members may request the payment/reimbursement of membership fees in professional associations or organizations directly related to professional development.

Article XI

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. The Board and their 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 disciplines of principals or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin or sex.
- D. 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 --- Upper Elementary School

If by the Board to the Association --- Upper Elementary School

Article XII

Duration of Agreement

This agreement shall be effective July 1, 2007 and shall continue in effect through June 30, 2010.

North Hanover Township Principal's Association:

North Hanover Township Board of Education:

Paul A. Murdaco

Charles Schroeder

Matthew Ernandes

Signing for the Board of Education:

Mr. Charles Schroeder, Board President, and
Mr. Matthew Ernandes, Board Secretary

Signing for the Association:

Mr. Paul Murdaco, Principal - Challenger School