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A G R E E M E N T

between

WASHINGTON TOWNSHIP PRINCIPALS' ASSOCIATION

and

WASHINGTON TOWNSHIP BOARD OF EDUCATION

(Employer)

(Gloucester County)

X July 1, 1982 - June 30, 1984



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WASHINGTON TOWNSHIP PUBLIC SCHOOL SYSTEM  
AGREEMENT BETWEEN WASHINGTON TOWNSHIP BOARD OF EDUCATION  
AND WASHINGTON TOWNSHIP PRINCIPALS' ASSOCIATION

PREAMBLE

This Agreement entered into this        day of  
by and between the Board of Education of Washington Township,  
the Township of Washington, County of Gloucester, New Jersey,  
hereinafter called the "Board" and Washington Township Principals' Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining on matters concerning grievance procedures, salaries and terms and conditions of employment for all personnel under contract and employed by the Board of Education in the following designated positions: a) principals, b) assistant principals, c) vice principals, and d) director of guidance.

ARTICLE II

PURPOSE

- A. The Association recognizes that the Board has sole authority and final responsibility in the field of educational policy and development and the Superintendent as chief executive officer of the Board is responsible for the implementation of such policies. This agreement is not intended to modify by any of its terms any authority concerning such matters vested in the Board by the statutes of the Laws of the State of New Jersey, as the same may be supplemented or amended from time to time.
- B. The Board, Superintendent and the Association recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual understanding, communication and cooperation. The Association therefore pledges that their efforts will be dedicated to the achievement of such educational excellence as all pupils deserve and which the community has a right to expect. The Board and the Association acknowledge and accept their share of accountability thereof.

ARTICLE III

SALARIES

- A. Salaries for those individuals employed in positions covered by this Agreement during the 1982-83 and 1983-84 contract years shall be based on the Administrative Salary Range annexed to this Agreement as Exhibit A. Placement of individuals within the Administrative Salary Range shall be governed by the Classification Guide annexed to this Agreement as Exhibit B.
- B. No action being taken in the execution of this Agreement is to be construed as a promise of reemployment of any individual covered by the provisions of this Agreement.
- C. For purposes of this Agreement, the following terms used in this Article and in the Administrative Salary Range and Classification Guide annexed hereto shall have the meanings listed:
  - 1. "Year of Service" - In order to receive credit for a year of service, an administrator must be employed by the Board in an administrative position in a specific salary category for a minimum of 113 days (more than half of the 225 days indicated in Subsection B of Article IV).
  - 2. "Satisfactory Year of Service" - In order to receive credit for a satisfactory year of service, an administrator, in addition to meeting the criteria set forth in C(1) above, must have received a satisfactory evaluation of job performance in said contract year.
  - 3. "Administrative Position" - One of the positions in this School District as listed on the Administrative Salary Range annexed hereto.

EXHIBIT A  
ADMINISTRATIVE SALARY RANGE

<u>Salary Category</u>	<u>Position</u>	<u>1982-83 Range</u>	<u>1983-84 Range</u>
1	High School Principal	\$30,000 - \$37,400	\$32,000 - \$40,750
2	Middle School Principal	\$29,000 - \$35,200	\$31,000 - \$38,350
3	Elementary School Principals	\$28,000 - \$33,600	\$30,000 - \$36,600
4	High School Asst. Principals Director of Guidance	\$27,500 - \$33,450	\$29,500 - \$36,300
5	Middle School Asst. Principals	\$27,000 - \$33,350	\$29,000 - \$36,150
6	Elementary School Asst. Principals	\$22,000 - \$25,000	\$24,000 - \$27,000

## EXHIBIT B

### CLASSIFICATION GUIDE

#### CLASS ONE

##### A. Individuals Covered

For the 1982-83 and 1983-84 contract years, those administrators holding positions listed on the Administrative Salary Range shall receive a "Class One" classification if they meet the following criteria:

1. "Class One" applies to each incumbent administrator who has completed a satisfactory year of service in an administrative position in the same specific salary category prior to June 30, 1981, for which s/he is employed the following contract year.
2. In the 1982-83 and 1983-84 contract years, it applies to each incumbent administrator who meets the requirements of A(1) above and has completed two consecutive years of satisfactory service in an administrative position in the same specific salary category for which s/he is employed the following contract year.

##### B. Placement

1. Each incumbent administrator entitled to a "Class One" classification, and having completed a satisfactory year of service in each of the two contract years covered by this Agreement, shall be placed at the top of the Administrative Salary Range for his/her position during each contract year and shall not receive a salary increase less than that indicated on the Administrative Salary Range in each such contract year.
2. Any administrator reemployed in a position covered by this Agreement after receiving an unsatisfactory evaluation of job performance in the preceding contract year shall receive no salary increase.
3. Any administrator who, having received no salary increase in a contract year because of unsatisfactory job performance in the preceding contract year in accordance with B(2) above, thereafter completes a satisfactory year of service in an administrative position in the same specific salary category, shall in any contract year which follows the completion of a satisfactory year of service receive a salary increase equal to the salary increase received that contract year by administrators in the same salary category classified as "Class One". In addition, said administrator will receive at least one-half of whatever salary adjustment would be necessary to place the individual at the top of the Administrative Salary Range for said salary category provided, however, that the Board, at its sole discretion, may grant said administrator more than one-half of the salary adjustment indicated herein.



EXHIBIT B (continued)

CLASS TWO

A. Individuals Covered

For the 1982-83 and 1983-84 contract years, those administrators holding positions listed on the Administrative Salary Range shall receive a "Class Two" classification if they fail to meet the criteria for a "Class One" classification or if they meet the following criteria:

1. Any administrator employed in his first administrative position in the School District after July 1, 1981.
2. Any administrator who has not completed one year of satisfactory service in the same administrative salary category prior to July 1, 1981, for which he is employed in the following contract year.
3. Or in the 1982-83 and 1983-84 contract years, it applies to each administrator who has not completed two consecutive years of satisfactory service after July 1, 1981, in an administrative position in the same salary category for which s/he is employed the following year.

B. Placement

Any administrator entitled to a "Class Two" classification in any of the two contract years covered by this Agreement shall be placed within the Administrative Salary Range for his/her position in any such contract year in accordance with the following standards:

1. The initial salary paid to an individual not previously employed in an administrative position in this School District shall be established at the sole discretion of the Board of Education within the Administrative Salary Range stipulated for that position in the appropriate contract year.
2. The second consecutive year in an administrative position in the same salary category following a year of satisfactory service, the administrator will receive a salary increase equal to other administrators in the same salary category classified as "Class One" plus at least one-half (1/2) of whatever salary adjustment would be necessary to place the individual at the top salary of the appropriate category of the Administrative Salary Range for a given contract year. The Board of Education, at its sole discretion, may grant an administrator more than one-half (1/2) of the salary adjustment indicated above.

EXHIBIT B

CLASS TWO

B. (continued)

3. In the third consecutive year of employment following two consecutive years of satisfactory service in an administrative position in the same salary category, the administrator shall be placed at the top of the Administrative Salary Range for his position.
4. No salary increase above the preceding year's salary will be received by any administrator reemployed in a position covered by this contract after receiving an unsatisfactory evaluation of job performance in the preceding contract year.
5. Any administrator who, having received no salary increase in a contract year because of unsatisfactory job performance in the preceding contract year in accordance with B(4) above, thereafter completes a satisfactory year of service in an administrative position in the same specific salary category, shall in any contract year which follows the completion of a satisfactory year of service receive a salary increase equal to the salary increase received that contract year by administrators in the same salary category classified as "Class One". In addition, said administrator will receive at least one-half (1/2) of whatever salary adjustment would be necessary to place the individual at the top of the Administrative Salary Range for said salary category provided, however, that the Board, at its sole discretion, may grant said administrator more than one-half (1/2) of the salary adjustment indicated herein.

ARTICLE IV  
FRINGE BENEFITS

A. General

Each administrator covered under this contract will be entitled to the following:

1. twelve (12) sick days for each year of service; all days of sick leave not utilized within a contract year shall be accumulative for use in subsequent contract years;
2. during the 1982-83 and 1983-84 contract years, \$110.00 toward the District's prescription drug plan;
3. State Health Insurance Benefits in effect February 1, 1982, or comparable plan;
4. during the 1982-83 and 1983-84 contract years, \$150.00 toward the District's dental plan for administrator covered;
5. three (3) graduate credits for each year of this contract with prior approval of the Superintendent or his designee, reimbursable October 1 of the following contract year providing the administrator remains in the employ of the District; reimbursement shall be limited to the tuition costs per credit hour in effect from time to time in the New Jersey State College System at the time the administrator enrolls in the course.

B. Work Year and Vacation

Members of the Association shall work 225 days per year. The balance of the 260 work days shall be taken as vacation and holidays. The exact days worked within the number cited above shall be designated by the Superintendent after a conference with the Association membership.

C. Temporary Leaves of Absence

1. All temporary leaves of absence with or without pay are granted by the Superintendent of Schools or his designee and, except in emergencies, must be requested and approved in advance.
2. An administrator may be granted up to five (5) days' leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child or any person standing in loco parentis.

Such leave shall not be deducted from sick leave.

3. Absence of an administrator due to an injury which is compensable under the New Jersey Workmen's Compensation Act shall not be considered as part of sick leave.

## ARTICLE IV

### C. (continued)

4. An administrator absent on jury duty shall not be required to deduct such absence from sick leave. Such administrator shall be reimbursed the difference between his/her prevailing rate of pay and amounts received for jury service.
5. An administrator required by the Board to attend a court of law on school related matters shall be reimbursed full pay. An absence for such reason shall not be considered a part of personal days.
6. Absence for personal business, as approved by the Administration, such as settlement of house, death of a distant member of the family or friend, or accident, shall not exceed five (5) days during the school year. Absences not in excess of five (5) days shall be with pay at the discretion of the Superintendent or his designee.

The term "personal business" connotes a serious personal situation that cannot be handled outside of school hours.

Personal days may be utilized for attendance at any type of judicial proceedings or in connection with religious holidays.

The five (5) days specified herein for personal leave shall not be cumulative if not used in the year granted, except in those conditions listed below. Personal leave may be used for illness in the year granted, provided that such administrator has exhausted his/her annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness, provided that the administrator has exhausted all his/her annual sick leave and all accumulated sick leave. However, from and after July 1, 1982, any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the administrator has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated, unused sick leave" for purposes of any future legislation mandating payment by the Board on retirement or otherwise for accumulated, unused sick leave. It is the intention of this subparagraph that from and after July 1, 1982, a separate record shall be maintained for "unused personal days" which accrue after July 1, 1982, and are eligible for use in future years for illness in the event that an administrator has exhausted all annual and accumulated sick leave, but that such a record of "unused personal days" shall in no event be deemed to be "accumulated, unused sick leave" for the purpose of such legislation.

ARTICLE IV - FRINGE BENEFITS (continued)

D. Extended Leaves of Absence

1. A female tenured administrator who is pregnant may choose to request maternity leave without pay or may request paid sick leave for disability associated with childbirth, but not both. A female tenured administrator who is pregnant and chooses unpaid maternity leave rather than paid sick leave for disability associated with childbirth shall be granted said maternity leave under one of the following conditions:
  - a. A female administrator under tenure who presents a doctor's certificate verifying that she is pregnant and wishes to begin her maternity leave between September 1 and January 1 of any contract year may apply for and shall receive an unpaid leave of absence with the option of returning the first day of the school year in the following contract year or mid January of the following contract year. Should a female administrator choose to return in January, the Board of Education shall be the sole determinant of the specific day on which she returns from maternity leave.
  - b. A female administrator under tenure who presents a doctor's certificate verifying that she is pregnant and wishes to begin her maternity leave between January 1 and June 30 of any school year may apply for and shall receive an unpaid leave of absence with the option of returning to the District the first day of the following school year or the first day of school of the second contract year following the year in which her maternity leave began.
  - c. Any female administrator under tenure who presents a doctor's certificate verifying that she is pregnant and notifies the Board of her pregnancy between June 30 (the end of a contract year) and September 1 (the beginning of a school year) may return to school September 1 of the same year or may apply for and shall receive one year of maternity leave, returning in September of the following year.

## ARTICLE IV - FRINGE BENEFITS

### D. (continued)

2. A female non-tenured administrator who is pregnant may choose to request maternity leave without pay or may request paid sick leave for disability associated with childbirth, but not both. A female non-tenured administrator who is pregnant and chooses unpaid maternity leave rather than paid sick leave for disability associated with childbirth may apply for and may be granted maternity leave for the remainder of the school year in which the leave is requested, and such leave shall not extend beyond the end of the teacher's contract for the school year in which the leave is granted, nor shall the granting of such leave to non-tenured female administrators constitute a promise of reemployment for the following school year. Determination of whether the non-tenured female administrator on maternity leave will be reemployed for the following year will be made on, or prior to, April 30. The year in which maternity leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.
3. The Superintendent shall be notified of the pregnancy by the end of the third month. A request for maternity leave, without pay, shall be made by the administrator between the third and fifth month of pregnancy. An administrator may not return to work until after the presentation of a medical certificate from a physician stating that she is capable of performing her duties. If an administrator decides not to return, she shall notify the Superintendent by giving notice or resignation at least sixty (60) days before the leave expires.

### E. Sabbatical Leaves

1. An administrator may, on recommendation of the Superintendent, be granted sabbatical leave of absence for purpose of approved study, travel or health for a period not exceeding one year if the administrator has been continuously employed by the Board for a period of at least seven (7) years.
2. An administrator on sabbatical leave shall receive one-half (1/2) of the annual salary to which s/he would have been entitled had s/he remained in the school system during that period.
3. Requests for sabbatical leave of absence shall be made to the Superintendent before November 1 for each school year. Administrators so requesting sabbatical leave shall be notified of the Board's action on the request by January 1.

## ARTICLE IV - FRINGE BENEFITS

### E. (continued)

4. Prior to commencing the sabbatical leave, an administrator shall enter into a contract for return to active service in the District for a period of at least two (2) years after the expiration of such leave. Such contract shall provide for the return of all money received while on sabbatical leave plus six percent (6%) interest in the event that the administrator does not return to active service, provided, however, that such reimbursement shall not be required where the failure is due to pregnancy, total incapacity or other incapacity of a physical or mental nature. A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.
5. An administrator returning from sabbatical leave shall be placed on the step of the salary schedule s/he would have attained had s/he remained in the District. Any additional benefits granted to regular administrators shall automatically apply to an administrator on sabbatical leave.
6. Seven (7) administrative years must have passed since a prior sabbatical leave in order for an administrator to become eligible for a second sabbatical leave.
7. Before any administrator becomes entitled to a second sabbatical leave, eligible administrators who have never received sabbatical leave will be given preference.
8. All programs of study in which administrators are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully undertaken within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

## ARTICLE V

### ADVISORY CAPACITY OF THE ASSOCIATION

- A. It is agreed by the Washington Township Board of Education and the Association that it would be advantageous for the Association to continually advise the Board of Education concerning middle management thinking in the area of policy making. It is further agreed by the Washington Township Board of Education and the Association Policy Committee to have discussions in the area of school size and related personnel. It is further agreed that the Budget Committee of the Board of Education be aware of these discussions and recommendations.

ARTICLE V (continued)

- B. It is recognized by the Board that school size is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep school size at an acceptable number.
- C. The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, beginning with the 1972-73 school year, the Board and the Association have engaged in advisory consultation to determine specialist needs within the District. This shall continue.

ARTICLE VI

EVALUATION

- A. Evaluation of unit members for the purpose of making recommendations to the Board of Education in such areas as retention, dismissal, promotion and granting of tenure shall be the responsibility of the Superintendent of Schools. Any evaluating instrument shall be mutually agreed upon by the members of this unit and the Superintendent of Schools and approved by the Board of Education.
- B. Unit members shall have the right to discuss all evaluations and append their comments before said evaluations are placed in the members' personnel files.
- C. The right of access to the personnel files of members shall be restricted to the total Board of Education, to the Superintendent, his assistants and the member.
- D. The member shall have the right to review material within his personnel file upon request to his immediate supervisor, upon twenty-four (24) hours notice.
- E. Any complaints regarding a member made to the Central Administration by any teacher, parent, student or other person, which are used in any manner in evaluating a member, shall be promptly investigated and called to the attention of the member. The member shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented at any meeting or conference regarding such complaint.
- F. Revision of the evaluation process may be instituted by the Association and/or the Superintendent by November 1 of any year and must be mutually agreed upon by both parties and included in the negotiated package for the following school year.



ARTICLE VI (continued)

- G. The evaluative tool, when agreed upon, will be attached as Appendix A and will be the annual tool to be used in the prescribed manner therein.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a member or the Association based upon the interpretation, application or violation of the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "principal" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
4. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term "days" shall mean school days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.

Nothing contained herein shall be construed as limiting the right of any principal with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Time Limits

All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all weekdays so that the matter can be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Office of the Superintendent, the Association and the aggrieved person or persons.

ARTICLE VII (continued)

D. Grievance Representation

Upon selection and certification by the Association, the Board shall recognize a grievance representative and an Association Grievance Committee of three members and a Secretary.

E. Procedure

1. 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. All time limits must be adhered to unless a modification or extension is agreed to by the Association and the Board. If such time limits are not adhered to by the Board or the Administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence.
2. The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the principal, then a grievance may be processed as follows:

Step 1

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance or if no decision has been rendered within ten (10) days after presentation of the grievance, s/he may file the grievance in writing with the Association's grievance committee. An Association representative may assist in writing the grievance.
- b. Within five (5) days of receipt of the grievance, the Association's grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the immediate supervisor; within ten (10) days from receipt of the grievance s/he shall render a decision as to the solution.

## ARTICLE VII

E. (continued)

### Step 2

In the event the aggrieved person is not satisfied with the disposition of his/her grievance in Step 1, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by his/her immediate supervisor, the aggrieved may refer the grievance individually or through the Association's grievance committee with the written consent of the aggrieved to the Superintendent of Schools. If the Superintendent of Schools has already heard the grievance at Step 1, then the aggrieved may submit the grievance to the Board of Education.

Within the ten (10) days from receipt of the written referral by the Superintendent, s/he shall meet the aggrieved for the purpose of arriving at a mutually satisfactory solution of the grievance problem. A written decision shall be rendered within five (5) days.

### Step 3

- a. If the grievance is not satisfactorily resolved in Step 2, the aggrieved may refer the grievance individually or through the Association's grievance committee, with the written consent of the aggrieved, to the Board of Education unless the Board of Education has already reviewed the grievance in Step 2 above.

If the Board has reviewed the grievance in Step 2 above, then the arbitration procedures in Step 4 would be invoked.

The Board's representative will arrange a meeting with the Association's grievance committee and the Board's representatives. Each party shall have the right to include in their representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.

- b. Upon conclusion of the hearing the Board will have five (5) days in which to provide its decision in writing to the Association or the aggrieved.

## ARTICLE VII

### E. (continued)

#### Step 4

- a. If either party is not satisfied with the disposition of the grievance at Step 3 or the Step 3 time limit expires without action, then the grievance may be submitted to binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for a binding arbitration within ten (10) days of the date of the Board Step 3 reply, then the grievance shall be deemed withdrawn.
- b. Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.
- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as s/he judges to be proper. Each party shall bear the full cost for its side of the binding arbitration and will pay one-half (1/2) of the costs for the arbitrator.

### F. Rights to Representation

No aggrieved person may be represented by any organization other than the Association or its designee in any grievance procedure initiated pursuant to this Agreement. However, if an aggrieved person wishes to engage his own attorney, he may do so.

### G. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the Association's Grievance Committee, the grievance affects a group of principals, the Association's Grievance Committee may process the grievance at the beginning of the grievance procedure.
2. Copies of all written decisions of grievances shall be sent to all litigants and parties in interest who may have joined in such grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

## ARTICLE VII

### G. (continued)

4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants and shall remain confidential unless otherwise stipulated by the aggrieved person or persons.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the Association's grievance committee and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to records of all information necessary to the processing of the grievance.
7. The Board acknowledges the right of the Association's Secretary and/or the Board's representative to participate in the processing of a grievance at any level.
8. No meeting or hearing pertaining to a grievance filed under this procedure may be conducted in public without the written consent of all parties of interest.

### H. Statute of Limitations

In order for a grievance to be recognized by the Association or the Board, the aggrieved person must present in writing at the appropriate level a formal grievance. Such grievance shall be filed within twenty (20) days after the aggrieved person knows of the act or condition on which the grievance is based.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.

## ARTICLE IX

### WORK CONTINUITY

- A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the State Law.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- D. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## ARTICLE X

### MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, adoption of policies, rules and regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE XI

FULLY BARGAINED PROVISION

Both parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by both parties of all bargainable issues which were or could have been the subject of negotiations in this contract.

ARTICLE XII

DURATION OF AGREEMENT AND NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. This Agreement shall be effective as of July 1, 1982, and shall continue in full force and effect until June 30, 1984. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. The Association must exercise its right to renegotiate the provisions of this Agreement by November 1, 1983, for the 1984-85 school year. If the Association does not notify the Board by November 1, 1983, of its intent to renegotiate this Agreement, and, if the Association does not present to the Board proposals for renegotiation by that date, then this Agreement shall remain in full force and effect from year to year thereafter subject to the Association's right to notify the Board of its intent to renegotiate on November 1 of each school year after November 1, 1983.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement for July 1, 1982, to June 30, 1984, to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

FOR WASHINGTON TOWNSHIP BOARD OF EDUCATION:

Gene J. Runyon  
President

Gene J. Runyon  
Chairman for Negotiations

Ellie W. Brohl  
Secretary

2/15/82  
Date

FOR WASHINGTON TOWNSHIP PRINCIPALS' ASSOCIATION:

Harriet T. Cavolin  
President

Harriet T. Cavolin  
Chairman for Negotiations

Marge S. Nickels  
Secretary

2/2/82  
Date

