

AGREEMENT

BETWEEN

NORTH BERGEN COUNCIL OF
ADMINISTRATORS AND SUPERVISORS

AND

NORTH BERGEN BOARD OF EDUCATION

JULY 1, 1994 through JUNE 30, 1997

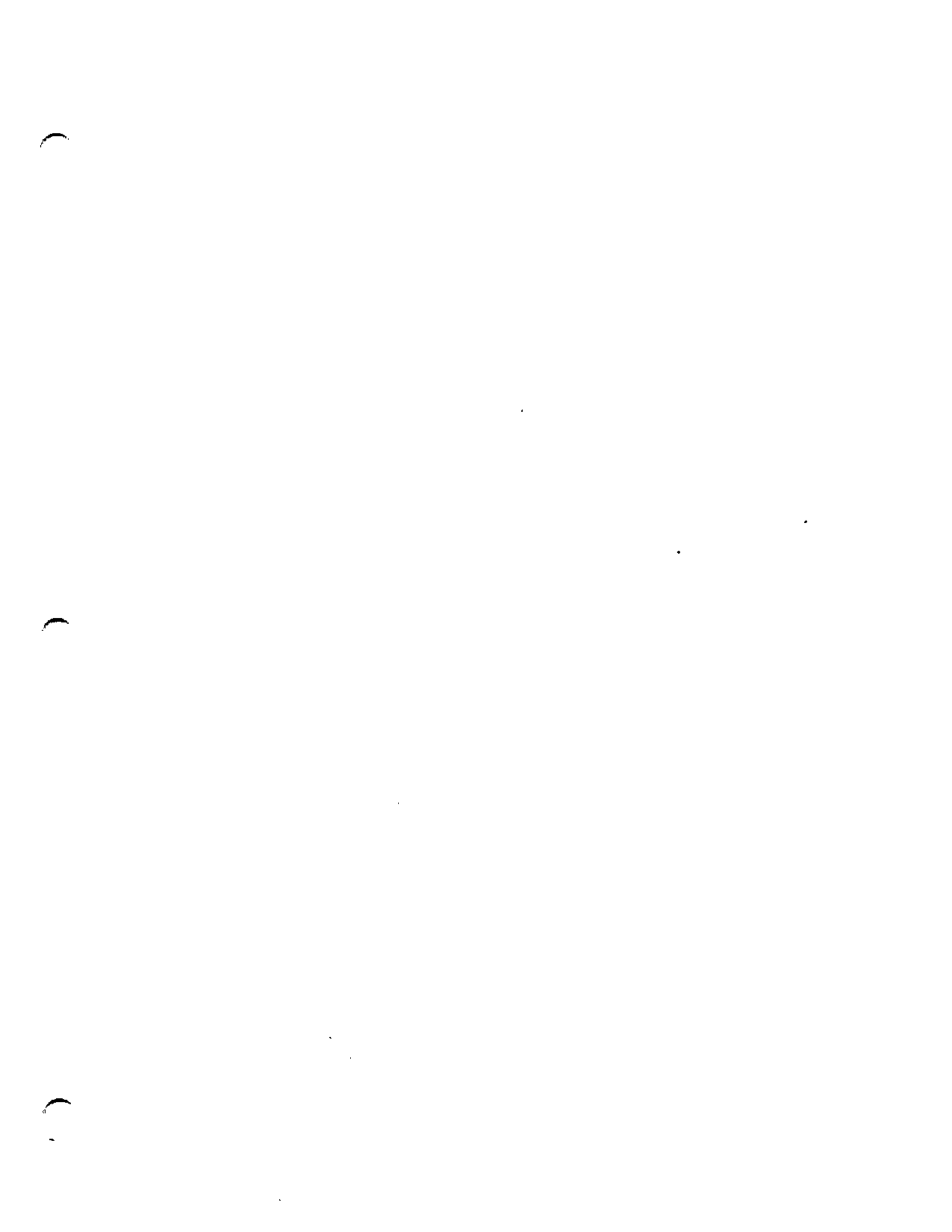


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POLICY OF NON-DISCRIMINATION

The North Bergen Board of Education agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, religion, non-applicable disability, or membership, or participation or association with the activities of any employee organization.

The Council of Administrators and Supervisors agrees to continue to admit in accordance with its constitution all members of the Unit and those eligible to be members of the Unit without discrimination on the basis of race, creed, color, national origin, sex, religion, non-applicable disability, or marital status and not to discriminate against and to represent equally and without favor or prejudice all members of the Unit and those eligible to be members of the Unit without regard to membership or participation in any employee organization.

PREAMBLE

THIS AGREEMENT entered into this First day of July 1994 By and Between the Board of Education of the Township of North Bergen, New Jersey hereinafter referred to as the "Board", and the North Bergen Council of Administrators and Supervisors, hereinafter called the "Council", represents the complete and final understanding on all bargainable issues which were or could have been the subject of collective negotiations.

WITNESSETH that, the Board has recognized the Council as the exclusive collective bargaining representative for all employees eligible for regular membership in any of the unit memberships covered by this Agreement:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Council as the exclusive bargaining representative of all the employees of the board who are eligible for regular membership in the Council in each of the following designations:

1. Principals
2. Vice-Principals
3. Directors
4. Supervisors (12 months)
5. Department Chairpersons/Supervisors
6. School Psychologists

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.

E. Use of masculine pronouns herein shall be deemed to refer also to the feminine pronoun.

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 Council and its representatives shall be permitted to use school buildings at reasonable hours for its meetings. The meetings may be held during the time that school is in session. The superintendent shall be given twenty-four (24) hours advance notice of the time and place of any such meetings and his approval shall be secured therefore.

C. 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. It is understood that all collective bargaining shall be conducted at Board offices.

D. The Council may, with the approval of the Superintendent of Schools, be permitted to use school buildings, facilities and equipment, calculating machines and all types of audio-visual equipment at a reasonable time, when such equipment is not

~~otherwise~~ in use. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and shall be liable for damage to the equipment.

E. The Board of Education agrees to make available upon written request one copy of the officially adopted minutes of all Board meetings to the Council.

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, and 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.

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 FILE AND EVALUATION

A. 1. A. Unit member shall have the right, upon the submission of two (2) school days written notice to the Superintendent, to review the content of his personal file and to make reproductions of non-confidential file materials at his own 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. Failure of the employee to respond in writing within (5) days of his review shall result in the employee waiving his right to file a response.

3. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had the opportunity to read the material. The employee shall acknowledge that he or she has read this material by affixing his or her signature on the actual copy to be filed. It is understood that such signature merely signifies that he has read the material to be filed but does not signify agreement with its contents.

4. Materials shall be removed from the files when a unit member's claim that they are inaccurate or unfair is sustained at any step of the grievance procedure.

B. Observation evaluation of unit members shall be conducted pursuant to applicable statute and regulations.

C. The Superintendent or his designee shall conduct all evaluations of unit members as required. In the event a designee conducts an evaluation and the unit member is not satisfied, the unit member may within five (5) school days, request a conference with the Superintendent. At that conference, the Superintendent shall reevaluate the unit member. In the event that the Superintendent's evaluation varies from the prior evaluation, the prior evaluation shall be removed from the file and destroyed.

D. An evaluative conference shall be held with each statutory non-tenured unit member at least three times each year by the Superintendent of Schools, or his designee.

E. An evaluative conference shall be held with tenured unit members at least once each year by the Superintendent of Schools, or his designee. Such evaluative conference shall be preceded by a written pre-evaluative statement by unit members.

F. At such conference, the unit member shall be prepared to discuss with the Superintendent of Schools, or his designee, his or her strengths and weaknesses, and means by which strengths can be continued and weaknesses improved. No evaluation shall be made by the Superintendent of Schools or his designee, after the termination of employment of a unit member. No derogatory material shall be placed in his or her 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 or her personal file with notification to the unit member.

G. All monitoring or observation of the work performance of a unit member shall be conducted openly and with full knowledge of the unit member.

ARTICLE 6

ASSIGNMENTS OF PERSONNEL

A. PROFESSIONAL DUTIES

Principals shall have the right to assign professional duties to teachers at specified times, except for regular lunch and preparation periods, provided same does not conflict with the Board's assignment prerogatives.

B. ASSIGNMENTS

The Principal shall have the right to change assignments in periods for teachers to the extent such assignments do not impinge with the Board's management prerogatives.

C. DEPARTMENT CHAIRPERSONS

The Board retains the right in its sole discretion to assign Department Chairpersons up to a maximum of four (4) classes in their area of certification.

ARTICLE 7

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18:A, School Laws of New Jersey, or any other national, state or county district or local laws or regulations as they pertain to education.

ARTICLE 8

WORK DAY

A. The work day for elementary unit members shall be 8:30 A.M. to 3:30 P.M. within the regularly scheduled school day, except commencing on Summary Day when the schedule shall be 9:00 A.M. to 1:00 P.M. The work day on one hour Faculty Meeting days shall be 8:30 A.M. to 4:30 P.M. .

B. When schools are on one-session, 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.

D. High school hours - 8:00 A.M. - 3:15 P.M. except commencing on Summary Day when the schedule shall be 9:00 A.M. - 1:00 P.M. The administrative staff shall have the flexibility to adjust the contractual hours to allow for the operation of the school. The work day on one hour Faculty Meeting days shall be consistent with the scheduled Faculty Meeting.

ARTICLE 9

WORK YEAR

1. All unit members shall report to work and shall be paid full contractual salaries for the number of days school is open as required by State Law up to and including June 30 of each year with the following additional days:

A. Teacher orientation days.

B. Five (5) additional days for administrative work, the first five (5) working days in July.

C. All unit members, other than paragraph E, shall report to their assigned buildings for eight (8) days prior to the opening of schools in September.

D. Unit members who are "RIF'D" and rehired shall receive their pro-rata vacation pay in cash. New employees hired after September 1 are entitled to their pro-rata vacation benefits.

E. Department Chairpersons shall report to their assignments on September 1 or the first working day following September 1 of each year.

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. A Summary of all such conferences and meetings attended shall be submitted in writing to the Superintendent within two (2) days after the unit member returns from said conference or meeting. Payment of the above stipend shall be contingent upon submission of a satisfactory summary. This provision shall apply only when a unit member seeks reimbursement from the Board. The unit member shall provide documentation for expenses when submitting his or her claim.

ARTICLE 11

PROMOTIONAL VACANCIES

Notification of promotional vacancies shall be given to all teaching staff members by the posting of a notice of vacancy. Applicants shall be given ten (10) school days to file for the vacancy. The Superintendent and/or his designated appointee shall interview candidates who are certified and qualified and shall make a recommendation to the Board of Education. The Board shall notify all applicants of its decision by the posting of a notice. Job descriptions shall be included when posted.

ARTICLE 12

ABSENCE 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 sick leave 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 (from the day of death or day of funeral). 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, grandparent or grandchild or any dependent relative who makes his or her home with the unit member.

2. Funeral of a relative other than defined above or a friend provided such absence does not exceed one day. Attendance at a wake can substitute for a funeral.

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 four (4) absences per school year for personal reasons. No deductions will be made in the unit member's salary for these four (4) absences.

B. Unused personal days shall be added to the unit member's accumulated sick leave.

C. Personal days may not be taken on the day preceding or following a school holiday except upon approval by the superintendent.

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 residence 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. The Board may, at its discretion, grant additional leaves of absence for the purpose described in paragraph A of this section.

B. A leave of absence at one-half (1/2) pay for one (1) year for the purpose of rest, recuperation, or travel shall 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 first criterion shall be that the applicant or applicants having the greatest number of years of consecutive service in the North Bergen Public School system shall be given preference.

E. Unit members shall agree to return to employment for a period of not less than one (1) year after the sabbatical leave.

If any member of the unit leaves employment after sabbatical before two (2) years, then the contract shall be amended to require two (2) years of employment, thereafter. Failure to so return to employment shall result in the reimbursement to the Board of Education of all monies received during the sabbatical period by the unit member. All pension, salary and experience rights shall be retained while on leave.

F. Only one (1) sabbatical leave may be granted to each employee during their district employment.

G. Additional leave with pay may be granted for study mutually agreed upon by unit members and the Board. However, any decision by the Board which is grieved in accordance with the Grievance Procedure set forth in this contract shall conclude at the Board level and shall not be taken to binding arbitration.

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 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. Child Rearing Leave - Child rearing leave shall be granted for a period of up to one (1) year and shall include unit members adopting a child or children. Child rearing leave shall commence on July 1 and terminate the following June 30. All requests for child rearing leave shall be made at least six (6) weeks prior to the commencement of the date for which leave is requested. In the event of an adoption or other emergency in which the staff member does not have sufficient notice to meet the six (6) week requirement, the unit member shall provide such notice as is possible under the circumstances, but the requested commencement date need not be granted. If the need for child rearing leave is negated prior to commencement, the unit member will notify the Superintendent as soon as possible and leave shall be canceled. If the child rearing leave has begun, and the leave for same is negated, the Superintendent shall be notified as soon as possible and the unit member shall report to work as soon as possible. All child rearing leaves shall be without pay.

D. Entrance into the Armed Forces.

E. Acceptance of an education 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 pension, salary and experience rights are retained in such leave.

J. The Board shall attempt to place a returning unit member to the position and school to which he or she was assigned prior to the start of the leave. The parties recognize, however, that assignments are a matter of managerial prerogative and any grievance arising out of such decision shall terminate at the Board level of the Grievance Procedure and shall not proceed to binding arbitration.

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. Any request in excess of five (5) days shall require the approval of the Superintendent of Schools.

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
4. Any and all other school sponsored activities.

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 of events consistent with student needs and curriculum will be supervised by administrative and supervisory personnel of the High School staff. Assignment of unit members shall be made by the Building Principal on a rotating basis 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 (1/2) day's pay for each accumulated sick day. A day's pay is defined as 1/30th of 1/10th or 1/300th of the member's final salary.

2. Such payment, up to the sum of \$6,000.00 shall be made no later than August 15 of said year. If terminal leave compensation exceeds \$6,000.00 the unit member shall submit in writing the option of choosing from the following payment schedules:

(a) The total remaining sum shall be paid by July 15 of the year following the unit member's leaving, or

(b) The total remaining sum shall be made in equal annual payments over a period of time between two (2) and four (4) years following the unit member's leaving, to be determined by the unit member. Such payments will be made by July 15 of each year.

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, New Jersey Workers' Compensation, Dental Plan, and Prescription Plan (\$2.00 co-pay) for all members of the unit on the individual, or on the family plan at the option of the unit member.

C. The voluntary program of tax sheltered annuities shall be continued by the Board.

D. Unit members are twelve (12) month employees and shall be paid on the 15th and last day of each month or on the last day nearest thereto.

E. Unit members hired after July 1, 1994 shall enjoy the following ratios: High School Principal 1.30%; High School Vice Principal 1.23%; Elementary Principals 1.23%; Elementary Vice Principals 1.15%; Directors 1.23%; Supervisors (12 months) 1.10%; Department Chairpersons/Supervisors in three categories depending on number of employees in department: 1.06% (1-10); 1.07% (11-20); 1.08% (21+); and School Psychologists 1.12%

F. During each year of this agreement, each employee shall receive four and one half (4 1/2) percent increase on their 1993-94 salary ignoring ratios articulated in Paragraph F.

G. Teacher Longevity, Degree and Field only applies during a transition from Teacher to Administrator, Administrator Longevity. Degree and Field applies to subsequent years of the contract.

H. Salary Schedule, Longevity, Degree and Field Guide - as per attached.

ARTICLE 20

DUES CHECK-OFF

A. The Board agrees to deduct dues from the salaries of unit members as said unit members individually and voluntarily authorize the Board to deduct. The authorization shall be deemed 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. The council shall certify to the Board in writing the current rate of its membership dues. Should the Council change the rate of its membership dues, it shall give the Board sixty (60) days written notice prior to the effective date of such change.

B. The Council shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards as furnished by the Council to the Board, or reliance upon the official notification on the letterhead of the Council and signed by the President of the Council, advising of such changed deduction.

C. The Council is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally, without regard to Council membership.

ARTICLE 21

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 or her rights under the law.

C. The Board of Education shall be notified by the Superintendent of an assault on a unit member within twenty-four (24) hours. The Board shall provide assistance as follows:

1. By attempting to obtain from police and other bureaus available relevant information concerning the culprits.

2. By providing legal counsel through an attorney if court appearances are required.

3. Reasonable legal fees shall be paid at a rate not to exceed the Board attorney's rate.

D. Assistance is intended to apply solely to the criminal aspect of any case arising from such assault.

ARTICLE 22

DAMAGE OR DESTRUCTION OF PROPERTY

A. Principals shall not be held responsible for loss within the school or 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 Education.

ARTICLE 23

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 the time spent in mutually scheduled negotiating sessions with the Board.

B. Council representatives shall be allowed time within the system for appropriate activities relating to the administration of this Agreement, without loss of pay, upon the approval of the Superintendent.

ARTICLE 24

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.

ARTICLE 25

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. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, including legal fees, or both, in the event of a breach of this provision by the Council or its members.

ARTICLE 26

GRIEVANCE PROCEDURE

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 or her 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 ten (10) calendar days 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 five (5) 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 ten (10) 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 conference 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 ten (10) 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 ten (10) 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) school 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 conferences.

The Board of Education shall render its decision in writing to the grievant and the Council within twenty (20) days of said conference.

Step Four: Within five (5) calendar days of the Board's decision, the Union may apply to the Public Employment Relations Commission (PERC) for a binding arbitration list. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC the Council will send notice to the employer of its arbitration.

a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the Arbitrator shall be binding upon the employer and the CAS employee.

c. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Board and the CAS. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from any of the provisions of this Agreement or any amendment or supplement thereof.

f. Upon prior notice of the authorization of the Superintendent designated Union Representative shall be permitted as member of the Grievance Committee to confer with employees on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees.

g. Only one (1) grievance at a time may be heard by an arbitrator.

h. 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, then from the date of 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 regulation 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 the 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. The filing of 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 limit 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 27

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. The Board or its designee shall consult with a unit representative designated by the unit, regarding the negotiation of contracts with the units representing other employees, to consider the impact of such contract upon the members of the unit.

ARTICLE 28

TRANSFERS

A. The Board of Education reserves the right to transfer any unit member in the best interest of the individual or the system. Unit members shall be notified of transfers in conference with the Superintendent, at which time the transfer shall be discussed.

ARTICLE 29

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such 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 signed this Agreement.

B. This Agreement shall not be notified in whole or in part by the parties except by instrument in writing only executed by both parties.

ARTICLE 30

REPRESENTATION FEE

A. Representation Fee Effective upon signing of this Agreement.

If a permanent employee does not become a member of CAS during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the CAS for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro rated for members of CAS. The representation fee shall be in an amount equal to no more than eight-five percent (85%) of the regular CAS membership dues, fees, and assessments as certified to the Board by CAS, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification Prior to September 1st of each year, CAS will submit to the Borough a list of those employees who have not become members of CAS for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly transmit the amount so

deducted to CAS.

2. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Board or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to CAS will be the same as those used for the deduction and transmission of regular monthly membership dues to CAS which shall be deducted on the first pay period of the month.

4. Changes: CAS will notify the Board in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten days after the Board receives said notice.

5. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to CAS a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Board will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

C. Indemnification

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

ARTICLE

DURATION

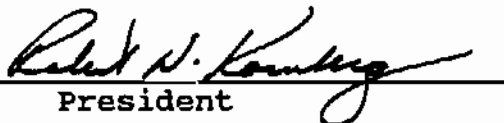
A. This Agreement shall be in full force and effect as of July 1, 1994 and shall remain in effect to and including June 30, 1997 without any reopening date. This Agreement shall continue in full force and effective from year to year thereafter. One party or the other shall give notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement regarding intent to negotiate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the North Bergen Board of Education on this First day of July, 1994.

North Bergen CAS

North Bergen Board
of Education

BY:



President

BY:



Secretary

CAS

ADMINISTRATIVE LONGEVITY

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
10	500	500	500
16	500	500	500
20	500	500	500
25	500	500	500
29	500	500	500
33	500	500	500
36	500	500	500

DEGREE LEVEL

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
250	500	750

DEGREE IN FIELD

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
250	500	750

CAS

DEGREE LEVEL*

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
MA	1500	2000	2500
MA + 15	1750	2250	2750
MA + 30	2000	2500	3000
MA + 45	2250	2750	3250
MA + 60	2500	3000	3500
Ph.D/Ed.D	3000	3500	3750

* Indicates attainment of higher degree and/or additional credits and reflects the difference between the previous degree/credit level and the current degree/credit level.

CAS CONTRACT RATIFICATION
AND SALARY VERIFICATION
JULY 1, 1994 - JUNE 30, 1997

NAME _____

93-94						94-95
<u>SAL.</u>	<u>4.5%</u>	<u>94-95</u>	<u>LONG.</u>	<u>DEGREE</u>	<u>FIELD</u>	<u>TOT.</u>

94-95						95-96
<u>TOT.</u>	<u>4.5%</u>	<u>95-96</u>	<u>LONG.</u>	<u>DEGREE</u>	<u>FIELD</u>	<u>TOT.</u>

95-96						96-97
<u>TOT.</u>	<u>4.5%</u>	<u>96-97</u>	<u>LONG.</u>	<u>DEGREE</u>	<u>FIELD</u>	<u>TOT.</u>

3 YEAR INCREASE _____

VOTE _____

SIGNATURE _____

DATE JUNE 30, 1994