

AGREEMENT
BOARD OF EDUCATION OF THE
WARREN HILLS REGIONAL SCHOOL DISTRICT

and

WARREN HILLS REGIONAL EDUCATION ASSOCIATION

1982/83

X 1983/84

LIBRARY
Institute of Management and
Labor Relations

MAY 25 1982

RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT entered into this day of May, 1982,
by and between the BOARD OF EDUCATION OF THE WARREN HILLS
REGIONAL HIGH SCHOOL DISTRICT, hereinafter called the "Board,"
and the WARREN HILLS REGIONAL EDUCATION ASSOCIATION, hereinafter
called the "Association;"

WITNESSETH:

ARTICLE I, RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel employed by the Board, including:

1. Classroom Teachers
2. Department Chairpersons
3. Nurses
4. Guidance Personnel
5. Librarians

but excluding:

1. Principals
2. Assistant Principals
3. Substitutes

B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II, NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement concerning the terms and conditions of teacher's employment. Any agreement so negotiated shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.

B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III, TEACHER EMPLOYMENT

A. Placement on Salary Schedule

(1) Each teacher shall be placed on his proper position of the salary schedule as of the beginning of the current school year as per Schedule A.

(2) A teacher employed by the Board during the school year shall advance to the next step on the salary guide on the first day of his anniversary month of employment.

B. Credit for Experience

Credit up to the nineteenth (19th) step of the salary guide may be given for previous outside teaching experience in any duly accredited school upon initial employment or reemployment in accordance with the provisions of Schedule A. All credit for military service earned pursuant to N.J.S.A. 18A: 29-11 shall constitute part of such credit.

C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, pending completion of negotiations.

ARTICLE IV, TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

B. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

C. Just Cause

Unless a just cause therefor exists, no tenured teacher shall be disciplined, reduced in rank or monetary compensation. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon is taken by the Board.

D. Past Practices

Unless otherwise provided in this Agreement, nothing contained in this Agreement shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any terms and conditions of employment existing prior to its effective date.

ARTICLE V, ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish upon request of the Association a current roster of certified personnel (as of September 1), one (1) copy of the agendas and the minutes of all public Board meetings, and one (1) copy of the names and addresses of all teachers. The Board also agrees that upon written request from the Association or any member thereof prosecuting a grievance beyond Level Two, it will provide such information as may be reasonably necessary to process the grievance.

B. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings. Prior approval of the time and place by the Superintendent, or his designee, shall be required but shall not be withheld unreasonably.

C. Whenever, by mutual agreement of the Association and the Board or its representative, any representative of the Association or any teacher is scheduled to participate in a formal grievance proceeding during regular school working hours, he shall suffer no loss in pay for such time. No representative of the Association or any teacher shall be required to attend conferences, or meetings with loss of pay. Grievance conferences and hearings shall, whenever possible, be scheduled at times other than regular school hours.

D. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times and when such equipment is not otherwise in use. No equipment shall be removed from school property. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

E. The Association shall have, in each school building, space for their exclusive use on the bulletin board in each faculty lounge. Material to be posted shall be in good taste.

F. The Association shall have the reasonable use of the inter-school and intraschool mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

G. During the annual Orientation meeting of teachers, the Association shall, if it so requests, have 30 minutes time on the program.

H. (1) An Association representative may speak to the teachers at any faculty meeting for a reasonable time upon the request of the representative. The principal shall place the representative's request on the agenda. .

(2) Whenever possible, the notice of and agenda items for any meetings shall be announced to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

ARTICLE VI, MANAGEMENT RIGHTS

Subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII, WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-six (186) days.

B. The school calendar shall be established by the Board. When finalized, the calendar shall be appended to this Agreement.

ARTICLE VIII, TIME REQUIREMENTS

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. A teacher shall indicate his presence for duty by placing his initial in the appropriate column of the faculty "sign-in, sign-out" roster.

B. (1) Teachers shall have a daily duty-free lunch period of at least twenty-five (25) minutes excluding passing time normally allocated between periods.

(2) Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but they must indicate their leaving and return by initialing the faculty "sign-in, sign-out" roster.

(3) Exceptions to the provisions of Section B (1) and (2) above may be made in cases of extreme emergency.

C. Teacher participation in field trips which are scheduled to extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

D. Teachers are expected to perform a reasonable amount of extra and co-curricular service as part of their contracted duties.

E. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty, departmental meetings or other special meetings. No teacher shall be required to attend more than twenty-five (25) such meetings during any one school year. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes except in cases of emergency involving the health and safety of students and/or teachers. If additional time is needed, students shall be dismissed early. This section shall not apply to department head meetings.

F. (1) Teacher participation in extracurricular activities which extend beyond reasonable extra time in addition to the regular school day and for those special services set forth in Schedule C shall be compensated for in accordance with Schedule C.

(2) The educational council shall study the duties, responsibilities, and make recommendations for compensation for all extracurricular activities, and submit its recommendation to the Board and the Association prior to the commencement of negotiations.

G. (1) The teacher work year will end at 3:45 p.m. on the last day of school for students, provided that the teacher has completed normal school closing procedures without negating supervisory responsibilities.

(2) Fridays and days prior to holidays, teachers may leave fifteen (15) minutes after the students' dismissal, except those teachers which have special duty assignments.

(3) School will close at 1:00 p.m. on the day prior to Christmas and Easter recess.

H. In the place and stead of the two in-service days previously scheduled, the Board may schedule two half-day in-service days during the school year, the remainder of each half-day in-service session shall be a school day.

ARTICLE IX, NON-TEACHING DUTIES

A. Procedures governing the collection, care and disposition of money collected from students shall be developed by the Educational Council and be recommended for adoption by the Board.

B. In the event a school vehicle is used to transport students to activities (including practice sessions) taking place away from the school building and a teacher is authorized to drive, the teacher shall be compensated at a rate commensurate with the regular rate set for payment of bus drivers for field trips. The teacher will be compensated at the rate for the time spent on the road. Teachers who are authorized to use their own vehicles for school purposes will be compensated at the rate of twenty cents (20¢) per mile for that use.

ARTICLE X, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. No later than April 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known unfilled positions which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of May 1, June 1 and August 1. During July and August the revised list will not be posted in the school buildings. However, it will be forwarded to the Association President at his summer address as filed with the Board.

B. Teachers who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Decisions pertaining to assignments shall be made by the Superintendent of Schools after consultation with principals and department chairpersons. Upon reaching his decision, the Superintendent shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a system-wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Superintendent or his designee will be held concerning such change.

D. Notice of all open positions (except classroom teachers) in the Warren Hills Regional High Schools shall be posted in all schools and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within 15 days after the date of the notice.

ARTICLE XI, PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as specialists. All vacancies in promotional positions, including specialists shall be publicized by the Superintendent in accordance with the following procedure:

(1) When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least twenty (20) school days before the final date when applications must be submitted and a copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

(2) Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply.

(3) Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building and the list shall be given to the Association and shall include and indicate which positions have been filled and by whom.

ARTICLE XII, DEPARTMENT CHAIRPERSONS

A. Compensation

<u>Degree Level</u>	<u>Supervisory Certificate</u>	<u>Department Size</u>	<u>MBS Component</u>	
B+15	\$200	\$700	under 5 \$350	\$300
B+30	250		5-10 400	
M	300		11-15 500	
M+15	350		16 or more 600	
M+30	400			

B. Released Time

<u>Department Size</u>	<u>Per/Day for Dept. Duties</u>
under 5	1
5-10	2
11 or more	3

C. The Board will attempt to cooperate with department chairpersons in an effort to assure that the chairperson is afforded, in case of scheduling conflicts, the opportunity to observe the classroom performance of the teachers within the department. This cooperation will include, if necessary in the opinion of the administration, the obtaining of coverage for the conflicting class.

ARTICLE XIII, SICK LEAVE

A. Number of Days

Each teacher employed by the Board shall be entitled to eleven (11) days of sick leave in each school year, commencing the first official school day of said school year whether or not the teacher reports for duty on that day.

B. Accumulative

Unused sick leave days shall be accumulated from year to year without limitation.

C. Certification

The Superintendent shall have discretion to require a medical certificate if the teacher is absent on sick leave four (4) or more consecutive school days.

D. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days accrued to the end of the prior year no later than October 1 of each school year.

ARTICLE XIV, TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the 1982/83 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

(1) Personal

Up to three (3) days personal leave shall be granted to a teacher during a school year for personal business that cannot be handled outside of school hours. Request for leave must be made to the building principal in advance of the day requested, except if the day requested is before or after a school holiday, five days notice must be given. No reason need be given for two of the three personal days provided, however, the reason must always be given if the leave is sought for a day before or after a school holiday. No more than two percent (2%) of the teaching staff may receive the same day off before or after a school holiday. The Superintendent shall have discretion to approve or disapprove requests for leave for days before or after a school holiday.

(2) Death

(a) Up to three (3) days may be granted in case of the death of a member of the teacher's immediate family, which, for purposes of this contract shall be limited to the following: husband, wife, child, brother, sister, father, mother, grandfather, grandmother, father-in-law or mother-in-law.

(b) A one (1) day leave of absence will be granted for death of other relatives or close friends of a teacher.

(3) Military

A regularly appointed teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence for such period with pay.

Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall

receive full pay for two (2) weeks, and thereafter, the difference between his teacher's salary and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

B. Extensions

Extensions of any temporary leave set forth in Paragraph A (1), (2) or (3) above may be made at the discretion of the Superintendent of Schools.

C. Additional Leaves

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XV, EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

B. Maternity

(1) A maternity leave of absence without pay will be granted to any tenure teacher at her request. Such leave of absence shall not exceed a total period of two (2) years. The applicant shall make her intentions regarding the commencement and termination dates of her requested leave known to the office of the Superintendent as soon as possible. Before returning to work, the employee shall present a doctor's certificate of physical fitness.

(2) A teacher on maternity leave shall have the opportunity to substitute in the Warren Hills Regional School District in the area of her certification at the discretion of the Superintendent of Schools.

(3) If the pregnancy is terminated before full term and birth of the child, the teacher may apply for termination of leave allowing at least one (1) month for fair notice to her substitute and for her own health. Such return must be accompanied by a certificate of physical fitness from the teacher's personal physician.

(4) Any tenure teacher adopting an infant child shall be granted a leave of absence up to a period of two (2) years without pay. Such leave shall commence upon the teacher's receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

(5) Return from maternity leave, except as provided in Paragraph 3 above, or leave for adoption purposes shall coincide with the beginning of a school year. Return during the school year shall be at the discretion of the Superintendent of Schools.

C. Miscellaneous

(1) Other requests for leaves of absence for special reasons may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

(2) Upon return from leave granted pursuant to Section A of this Article, a teacher shall be considered, as if he were actively employed by the Board, during the leave and upon his return, shall be placed on the salary schedule at the level he would have achieved, if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B and C of this Article.

(3) All extensions or renewals of leaves shall be applied for and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE XVI, INSURANCE PROTECTION

A. As of the beginning of the current school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage which shall include:

- (1) Connecticut General, Hospital
- (2) Connecticut General, Physician UCR
- (3) Connecticut General, Major Medical
- (4) Connecticut General, Out-Patient
- (5) \$1.00 Co-pay Prescription Drug

B. The above coverage shall be placed with Connecticut General, provided, however, that if another carrier, approved by the New Jersey Department of Insurance, should offer insurance coverage equal to or better than that provided in Paragraph A of this Article, and at the same or lesser rates than the above-named carrier, then such insurance may be procured under contract with such other carrier, upon approval of both the Board and the Association, without formal amendment of this contract.

C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retiree shall be responsible for all premium costs involved.

D. The Board shall request the carrier to provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of the current school year, which shall include a clear description of conditions and limits of coverage as listed above.

E. The Board shall give written notification at the time of hiring all new employees, that the responsibility for insurance coverage during the interim period rests with the employee.

F. In addition to the programs set forth in Paragraph A above, the Board shall allot the sum of \$18,000.00 to a dental care program for the 1982/83 contract year. The Board shall allot the sum of \$23,000.00 to a dental care program for the 1983/84 contract year. The selection of an insurance plan shall be made by the Board with the advice and consent of the Association.

ARTICLE XVII, PROFESSIONAL DEVELOPMENT AND EDUCATION
IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is required and/or requested by the Board to pursue. The Board's obligation under this provision, however, shall not extend to courses required for basic teacher certification.
- B. The Board agrees to provide 100% tuition reimbursement for courses teachers wish to pursue that are required in order to obtain a graduate degree in the specific subject field the person requesting reimbursement is assigned by the Board. For purposes of this Agreement, a graduate degree shall be construed to be within the subject field and 100% reimbursement will be made for those courses so long as the person requesting reimbursement therefor shall declare that his present intent in obtaining such degree is for purposes of classroom teaching and not for purposes of obtaining a specialized degree outside of the field of classroom teaching.
- C. The Board agrees to provide 100% tuition reimbursement for courses teachers wish to pursue that are directly related to their field of teaching expertise and 50% tuition reimbursement for all other courses.
- D. Not more than four (4) courses may be submitted for reimbursement per year.
- E. Courses for which reimbursement will be claimed must be presented to the Superintendent for approval prior to the actual experience. If the course is not approved, the applicant may, upon completion of the course, again apply for reimbursement. If reimbursement is again denied, he may proceed with the grievance procedure at Level F-3, arbitration.
- F. The reimbursement policies as stated in Paragraphs B and C shall apply to tenured teachers. Non-tenured teachers shall receive the same benefits at the rate of 50% reimbursement.

ARTICLE XVIII, TEACHER EVALUATION

A. A teacher shall be given a copy of any evaluation report prepared by his evaluators before or during any conference held to discuss it. If the teacher is dissatisfied with his evaluation conferences, he may request additional conference time prior to the evaluation being placed in his file. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. Teachers shall sign the completed evaluation form, but this shall indicate only that the report has been read by the teacher, and in no way indicate agreement with the contents thereof. Such intent shall be specified on the form.

B. (1) Complaints regarding a teacher made to any member of the administration by any parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his file.

(2) The teacher shall acknowledge that he has had the opportunity to review such complaint by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. Each non-tenure teacher should be observed and evaluated at least three (3) times during the school year.

ARTICLE XIX, SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Appendix "A" which is attached hereto and made a part hereof.

B. Method of Payment

(1) Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

(2) Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

(3) A teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to TRICO Credit Agency as in accordance with the policy of such agency.

(4) When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last working day preceding such regularly scheduled pay day.

(5) Teachers shall receive their final checks on the last working day of June provided they have fulfilled all professional responsibilities, on or prior to such date.

C. Procedure for Withholding Increment

The Board, pursuant to the authority of N.J.S.A. 18A:29-14, may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of a teacher.

(1) An increment may not be withheld for a cause relating to a teacher's classroom performance unless the following procedural steps have been accomplished:

(a) The teacher has been evaluated in accordance with the procedures established in Article XVIII, "Teacher Evaluation."

(b) At least thirty (30) calendar days (but in no case later than April 30 preceding the school year in which such withholding would be effective) prior to the date upon which the Board will consider the withholding, the Superintendent, or his designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charge(s) alleged.

(c) The teacher shall be afforded the opportunity to speak on his own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

(2) An increment may not be withheld for a cause unrelated to a teacher's classroom performance unless the following procedural steps have been taken:

(a) At least ten (10) calendar days prior to the date upon which the Board will consider the withholding, the Superintendent, or his designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charges alleged.

(b) The teacher shall be afforded the opportunity to speak on his own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

(3) The merits of a decision by the Board to withhold an increment, whether as to the sufficiency of the cause or the truth or falsity of the accusation, shall not be subject to the grievance procedure. Any appeal shall be in accordance with the provisions of N.J.S.A. 18A:29-14.

ARTICLE XX, DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salary of any teacher dues for the Warren Hills Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association, as each teacher individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. All monies, so deducted, together with records of any corrections shall be transmitted to the treasurer of the Warren Hills Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher's authorizations for salary deductions shall be in writing in the forms provided.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. An Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. The notice of a teacher's withdrawal shall be filed prior to December 1 and become effective as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XXI, SUBSTITUTES

A. Teachers assigned to substitute shall be compensated at the rate of \$10.00 per period. Such assignments shall be made by the principal of the school in question and distributed as equitably as possible among the teachers in said school.

ARTICLE XXII, GRIEVANCE PROCEDURE

A. Definitions

(1) Contract Grievance: A "Contract Grievance" is a claim by a teacher, or group of teachers, that there has been a misinterpretation, misapplication or violation of this Agreement affecting a teacher or group of teachers.

(2) Policy-Administrative Decision Grievance: A "Policy-Administrative Decision Grievance" is a claim by a teacher, or group of teachers, that there has been a misinterpretation, misapplication or violation of policies or administrative decisions affecting a teacher or group of teachers.

B. Time Limits

(1) A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) days of the time the teacher knew of or should know of the alleged misinterpretation, misapplication or violation of this Agreement, the policy or the administrative decision.

(2) The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

(3) Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a decision on a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

C. Rights of Teachers to Representation

(1) Any aggrieved person may be represented at all stages of a grievance procedure by himself, or, at his option a representative selected or approved by the Association.

(2) When a grievant is not represented by the Association in the processing of a grievance, the Association shall, if the grievance is appealed above Level One, be notified that the grievance is in process, have the right to have a representative present during further meetings with the grievant thereon, present its position in writing and receive a copy of the decision rendered thereon.

D. Forms

Forms for filing grievances and taking appeals shall be prepared by the Superintendent or his designee after consultation with the Association.

E. Service During Grievance Procedure

Teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and Board policies.

F. Procedure - Contract Grievance

(1) Level One - Principal

A teacher with a grievance shall first file and discuss it with his principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) days of receipt by the principal of the grievance.

(2) Level Two - Superintendent

(a) If the grievant is not satisfied with the disposition of the grievance at Level One he may, within ten (10) days after the discussion with the principal, appeal to the Superintendent of Schools.

(b) The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decision made thereon and the desired relief.

(c) The Superintendent shall render his decision on the grievance within ten (10) days of his receipt of the appeal.

(3) Level Three - Optional - Board of Education

(a) If the grievant is not satisfied with the disposition of the grievance at Level Two he may, within ten (10) days after the receipt of the decision, appeal to the Board of Education.

(b) The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools, the decision made thereon and the desired relief.

(c) The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal. The decision of the Board of Education shall be delivered to the grievant within ten (10) days following the Board of Education meeting at which the matter is considered.

(d) This appeal to the Board of Education is optional with the grievant. Should the grievant not desire to appeal to the Board, resort may be had directly from Level Two to Level Four.

(4) Level Four - Arbitration

(a) If the grievant is not satisfied with the disposition of his grievance at Level Two (or Level Three if an appeal to the Board was taken), he may, within twenty (20) days after the decision of the Superintendent or the Board of Education, whichever is later, with the consent of the Association, submit the matter to arbitration.

(b) No claim by a teacher shall constitute a grievable matter beyond Level Two if it pertains to (1) any matter for which a detailed method of review is prescribed by law or which has traditionally been determined by the Commissioner of Education; (2) any matter which according to law is not mandatorily negotiable.

(c) Within ten (10) days after receipt of written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator from a roster to be submitted from the Public Employment Relations Commission. If the parties are unable to agree upon an arbitrator, a request will be made of the Public Employment Relations Commission to submit a second roster of names. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(d) The arbitrator shall limit himself strictly to the issues submitted to him and shall consider nothing else. He may add nothing to, nor subtract anything from, the Agreement between the parties.

(e) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.

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

G. Procedure - Policy/Administrative Decision Grievance

(1) Level One - Principal

A teacher with a grievance shall first file and discuss it with his principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) days of receipt by the principal of the grievance.

(2) Level Two - Superintendent

(a) If the grievant is not satisfied with the disposition of the grievance at Level One he may, within ten (10) days after the discussion with the principal, appeal to the Superintendent of Schools.

(b) The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decision made thereon and the desired relief.

(c) The Superintendent shall render his decision on the grievance within ten (10) days of his receipt of the appeal.

(3) Level Three - Optional - Board of Education

(a) If the grievant is not satisfied with the disposition of the grievance at Level Two he may, within ten (10) days after the receipt of the decision, appeal to the Board of Education.

(b) The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools, the decision made thereon and the desired relief.

(c) The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal. The decision of the Board of Education shall be delivered to the grievant within ten (10) days following the Board of Education meeting at which the matter is considered.

(d) The decision of the Board of Education shall be final.

ARTICLE XXIII, STRIKES AND JOB ACTION

A. Participation by any member of the negotiating unit in a strike or a refusal to perform assigned duties shall be just cause for disciplinary action.

B. No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members, will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow-downs, mass resignations, mass absenteeism, picketing or any other similar action which would involve suspension of or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

C. Discipline action taken under this Article shall not be subject to the grievance procedure.

ARTICLE XXIV, EDUCATIONAL COUNCIL

A. A joint Educational Council consisting of three members of the Board of Education, (one of whom may be the Superintendent of Schools or his designee), and one secondary principal, appointed by the Board, and four members of the Warren Hills Regional Education Association appointed by the Association is hereby established. The Council shall meet at least five (5) times a year and advise and consult the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, nonteaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students, and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra-curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities, and other matters regarding the effective operation of the Warren Hills Regional School District.

B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairmanship.

C. The Council shall meet by prepared agenda.

D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A above.

E. The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practice pertinent to the items suggested in Paragraph A above. The Council in preparing its recommendations for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

F. All reports and recommendations outlined above in Paragraph E shall be in writing.

G. Meetings shall generally be held during evening hours, usually beginning at seven thirty p.m.

ARTICLE XXV, MISCELLANEOUS PROVISIONS

A. Separability

If any provision 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 be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Reproduction

The Board shall supply the Association with sufficient copies of this Agreement within 30 days after the same has been executed for distribution to Association members.

D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

E. Grade Changes

No grade or evaluation of a student by a teacher shall be changed without prior consultations with the teacher by the principal. The change of a grade or evaluation following consultation with the teacher shall not be subject to the grievance procedure, but the affected teacher shall have the right to appeal the change of grade decision to the Superintendent. If still unresolved the teacher may appeal the decision to the Board at its next regularly scheduled meeting, whose decision shall be final.

F. 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.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:

(1) If by Association, to Board of Education, Warren Hills Regional Senior High School, Jackson Valley Road, Washington, New Jersey.

(2) If by Board, to the President of the Association at his appropriate address as filed with the Board of Education, or if he is unavailable to the registered agent of the Warren Hills Education Association at the address of the registered office of the Corporation.

ARTICLE XXVI, DURATION OF AGREEMENT

This Agreement made between Warren Hills Regional Board of Education and Warren Hills Regional Education Association, shall become effective July 1, 1982 to June 30, 1984. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to begin negotiations with reference to the compensation schedule and in accordance with Chapter 123.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon all on the following date - May , 1982.

WARREN HILLS REGIONAL
EDUCATION ASSOCIATION

By _____

By _____

WARREN HILLS REGIONAL BOARD
OF EDUCATION

By _____

By _____

APPENDIX A
SALARY GUIDE 1982/83

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	12,000	12,500	13,000	13,500	14,000	14,500
2	12,550	13,050	13,550	14,050	14,550	15,050
3	13,050	13,550	14,050	14,550	15,050	15,550
4	13,850	14,350	14,850	15,350	15,850	16,350
5	14,450	14,950	15,450	15,950	16,450	16,950
6	15,050	15,550	16,050	16,550	17,050	17,550
7	15,525	16,025	16,525	17,025	17,525	18,025
8	16,075	16,575	17,075	17,575	18,075	18,575
9	16,675	17,175	17,675	18,175	18,675	19,175
10	17,300	17,800	18,300	18,800	19,300	19,800
11	17,975	18,475	18,975	19,475	19,975	20,475
12	18,600	19,100	19,600	20,100	20,600	21,100
13	19,225	19,725	20,225	20,725	21,225	21,725
14	19,900	20,400	20,900	21,400	21,900	22,400

Teachers on step 15 - \$3,000 added to proper level at step 14 of the approved 1981/82 salary guide.

Teachers on steps 16-30+ - \$1,900 added to proper level as determined by their 1981/82 placement on the approved 1981/82 salary guide.

Salaries will be adjusted for any horizontal movement on the guide that results from completion of approved graduate work.

APPENDIX A
SALARY GUIDE 1983/84

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	12,500	13,100	13,700	14,300	14,900	15,500
2	13,000	13,600	14,200	14,800	15,400	16,000
3	13,600	14,200	14,800	15,400	16,000	16,600
4	14,475	15,075	15,675	16,275	16,875	17,475
5	15,125	15,725	16,325	16,925	17,525	18,125
6	15,775	16,375	16,975	17,575	18,175	18,775
7	16,425	17,025	17,625	18,225	18,825	19,425
8	16,950	17,550	18,150	18,750	19,250	19,950
9	17,550	18,150	18,750	19,350	19,950	20,550
10	18,200	18,800	19,400	20,000	20,600	21,200
11	18,875	19,475	20,075	20,675	21,275	21,875
12	19,625	20,225	20,825	21,425	22,025	22,625
13	20,300	20,900	21,500	22,100	22,700	23,300
14	21,025	21,625	22,225	22,825	23,425	24,025

Teachers on step 15 - \$2,500 added to proper level at step 14 of the approved 1982/83 salary guide.

Teachers on steps 16-30+ - \$2,300 added to actual 1982/83 salary at proper level as determined by the 1982/83 salary guide. Salaries will be adjusted for any horizontal movement on the guide that results from completion of approved graduate work.

APPENDIX B
EXTRACURRICULAR COMPENSATION
COACHES

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Athletic Director, Assistant	1100	1200	1300	1400	1500
Football Head Assistant	1400 925	1525 1025	1650 1125	1775 1225	1900 1325
Field Hockey Head Assistant	1000 775	1125 875	1250 975	1375 1025	1500 1125
Soccer Head Assistant	1000 775	1125 875	1250 975	1375 1075	1500 1175
Cross Country	750	875	1000	1125	1250
Basketball Head Assistant	1300 925	1425 1025	1550 1125	1675 1225	1800 1325
Wrestling Head Assistant	1300 925	1425 1025	1550 1125	1675 1225	1800 1325
Baseball Head Assistant	1000 775	1125 875	1250 975	1375 1075	1500 1175
Softball Head Assistant	1000 775	1125 875	1250 975	1375 1075	1500 1175
Track Head Assistant	1000 775	1125 875	1250 975	1375 1075	1500 1175
Golf	600	725	850	975	1100
Cheerleader Head Assistant	600 500	725 600	850 700	975 800	1100 900
Chess	600	725	850	975	1100
Band	1300	1425	1550	1675	1800

\$100 longevity after 10, 15, 20 years of service.

APPENDIX C
EXTRACURRICULAR COMPENSATION
ADVISORS

A. Compensation for Class Advisors:

	1982/83	1983/84
1) Senior	\$600	\$625
2) Junior	500	525
3) Sophomore	500	525

B. Compensation for Special Advisors:

1) Future Farmers	500	525
2) Drama		
a. One play	400	425
b. Two plays	600	625
c. Three plays	800	825
3) Journalism		
a. Yearbook advisor	700	725
b. Yearbook business advisor	400	425
c. Newspaper, senior high	300	325
d. Newspaper, junior high	300	325
4) Student Council		
a. Senior High School	600	625
b. Junior High School	600	625
5) Photography Club	400	425
6) Twirler, drill team	300	325
7) German Club	300	325
8) Radio Club	300	325
9) Spanish Club	300	325
10) Outdoors Unlimited	500	525
11) Student Activities Fund	650	675
12) National Honor Society	300	325

CHAPERONES (DANCES)

A. Full shift	10.00	15.00
B. Half-shift	5.00	7.50

INTRAMURALS

One season	125.00	150.00
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*At the discretion of the Superintendent