

MEMORANDUM OF AGREEMENT

The RED BANK BOROUGH BOARD OF EDUCATION and the RED BANK SECRETARIES ASSOCIATION, having entered into collective negotiations for a successor agreement to the contract which expired on June 30, 1994, subject to ratification by both sides; are hereby agreed as follows:

1. Salaries shall be increased by \$1,250 per employee inclusive of increment for the 1994-95 school year over the 1993-94 salary levels.
2. Salaries shall be increased by \$1,250 per employee inclusive of increment for the 1995-96 school year over the 1994-95 salary levels.
3. Salary guides to be mutually developed by the parties.
4. Insurance protection pursuant to Article XIV shall remain in full force and effect for 1994-95, and the parties agree to reopen negotiations on all insurance provisions, for the 1995-96 school year, in the event that a Memorandum of Agreement is executed by the Board and Red Bank Teachers Association concerning the modification to insurance benefits.
5. The duration of the Contract shall be for two years beginning July 1, 1994 and ending July 30, 1996.



## MEMORANDUM OF AGREEMENT

WHEREAS, the Red Bank Board of Education and the Red Bank Secretaries Association, having entered into collective negotiations for a successor agreement to the contract which expired on June 30, 1991, hereby are agreed as follows:

1. The parties agree that the Collective Bargaining Agreement shall have a duration of three years, commencing on July 1, 1991 and ending on June 30, 1994.
2. Salaries shall be increased for the 1991-1992 school year by \$1,900 over the previous year'S levels for the 1990-91 school year, across the Board. Salaries shall be increased by \$1,700 for the 1992-93 school year over the 1991-92 year levels, across the board. Salaries shall be increased by \$1,700 for the 1993-94 school year over 1992-93 year'S levels, across the board. All increases shall be inclusive of increments.
3. The co-pay for prescription drugs shall be increased from \$2.00 to \$10.00, retroactive to July 1, 1992. The Board of Education shall have no responsibility for any claims submitted between July 1, 1992 and the date of this Agreement for any prescription drug claims which utilized the \$10.00 copay.
4. The Red Bank Secretaries Association withdraws the Unfair Labor Practice Charges, Dkt. No. CO-93-35 with prejudice.
5. All other proposals submitted by either party are

hereby deemed withdrawn.

6. All other provisions under the previously negotiated Collective Bargaining Agreement shall remain in full force and effect.

FOR THE BOARD

*Richard J. Blaney*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

*John J. Hamm Pres.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by  
John Hamm

10/22/92

BJD 11/5/92

RED BANK BOROUGH PUBLIC SCHOOLS  
Red Bank, New Jersey

CONTRACT

July 1, 1990 - June 30, 1991

by and between

RED BANK BOROUGH BOARD OF EDUCATION

and the

RED BANK SECRETARIES ASSOCIATION

TABLE OF CONTENTS

	<u>PAGE NO.</u>	
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION PROCEDURE	2
ARTICLE III	GRIEVANCE PROCEDURE	3
ARTICLE IV	RIGHTS OF THE PARTIES	5
ARTICLE V	SCHOOL CALENDAR	6
ARTICLE VI	WORK HOURS/WORK DAY	7
ARTICLE VII	EMPLOYMENT	7
ARTICLE VIII	SALARIES	8
ARTICLE IX	EVALUATION	8
ARTICLE X	SICK LEAVE	8
ARTICLE XI	TEMPORARY LEAVE OF ABSENCE	9
ARTICLE XII	EXTENDED LEAVE OF ABSENCE	10
ARTICLE XIII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	11
ARTICLE XIV	INSURANCE PROTECTION	12
ARTICLE XV	DEDUCTION FROM SALARY	13
ARTICLE XVI	MISCELLANEOUS PROVISIONS	14
ARTICLE XVII	DURATION OF AGREEMENT	16
APPENDIX A	SALARY GUIDE	17
APPENDIX B	GRIEVANCE REPORT	18

RED BANK BOROUGH PUBLIC SCHOOLS  
RED BANK, NEW JERSEY

PREAMBLE

This Agreement entered into this 17th of January , 1991, by and between the Board of Education of Red Bank, New Jersey, hereinafter called the "Board," and the Red Bank Secretaries Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

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

All part-time and full-time secretaries and clerks

But excluding:

All confidential secretaries/assistants  
Part-time secretaries who are temporary or seasonal or used on an as needed basis

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. In accordance with Chapter 123, Public Laws of 1974, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.
- B. Representatives of the Board and the Association shall commence negotiations in accordance with the rules and regulations of the Public Employees Relations Commission. During the interim period, between the date of submission of demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details and contractual meaning, with Board representatives, Superintendent, or the business administrator as is necessary.
- C. Facts, opinions, proposals, and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Red Bank School District which are within public domain.
- D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws of 1974 for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall 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 executed this Agreement.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.



## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

A "grievance" shall mean a complaint by a secretary/clerk that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board Policy, this Agreement or an administrative decision affecting secretaries/clerks.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days from the time when the secretary/clerk knew or should know of its occurrence.

#### B. Procedure

1. (a) Failure by the Board or Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure by the aggrieved party or the Association at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (b) It is understood that secretaries/clerks shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any secretary/clerk who has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance, on the form provided, to the supervisor.

The supervisor shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

5. The secretary/clerk, no later than five (5) school days after receipt of the supervisor's decision, may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the secretary/clerk and the supervisor.
  
6. If the grievance is not resolved to the secretary/clerk's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
  
7. Rights of secretaries/clerks to representation:
  - (a) Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.
  
  - (b) When a secretary/clerk is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the supervisor's written decision made in response to a written grievance shall be given to the Association immediately.
  
  - (c) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

8. In the event a grievance is filed after the end of the school year and the beginning of the next school year, all reference to "school days" in the grievance procedure shall read "work days."
9. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
10. All meetings and hearings under this procedure shall not be conducted in public.

#### ARTICLE IV

##### RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 123, Public Laws of 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary/clerk in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. The Board of Education, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the 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, and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or are adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.

- C. No secretary/clerk shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Representatives of the Association, and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been notified and has given its discretionary approval at least 48 hours in advance.
- E. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be given a reasonable advance notice, normally at least twenty-four (24) hours, of the time and place of all such meetings and his/her approval secured.
- F. 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, members of the negotiating team of the Association to conduct such negotiations.
- G. The Association may be permitted to use school building facilities and equipment, including typewriters, xerox machines, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment.
- H. The Association shall be permitted to use the inter-school mail facilities and school mailboxes.

## ARTICLE V

### SCHOOL CALENDAR

The Superintendent of Schools shall draw up a 12-month school calendar to recommend to the Board of Education for its adoption at its discretion. The calendar may include a spring vacation, winter break and mid-winter break as is the present practice. When said breaks are scheduled, secretaries/clerks shall not be required to work these vacation periods.

All twelve-month secretaries/clerks shall receive:

- 2 weeks vacation after one (1) year of service
- 3 weeks vacation after eight (8) years of service
- 4 weeks vacation after fifteen (15) years of service

Secretaries and clerks, with prior supervisory approval, will have the option of taking vacation time during the school year.

Secretaries and clerks will not be required to report to work when school has been officially closed by the Superintendent as a result of inclement weather or on district-recognized holiday.

Secretaries/clerks shall have the benefit of a 1:00 p.m., dismissal, when scheduled, before the Thanksgiving and Christmas holidays.

## ARTICLE VI

### WORK HOURS/WORK DAY

Each employee shall work an eight (8) hour day inclusive of a one (1) hour lunch from September through June.

The secretaries/clerks shall work a seven (7) hour day inclusive of a 1/2 hour lunch during the months of July and August. At the discretion of the individual administrator, summer hours will be either 7:00 a.m. to 2:00 p.m. or 8:00 a.m. to 3:00 p.m., with the understanding that the office will be covered by at least one person until 3:00 p.m.

## ARTICLE VII

### EMPLOYMENT

- A. Secretaries/clerks may be granted 100% of secretarial/clerical experience to determine initial placement on the salary guide.
- B. Secretaries/clerks shall be notified of their contract and salary status for the ensuing year no later than June 30 unless such contract and or salary are not settled at the time.
- C. Previously accumulated unused sick leave days will be restored to all secretaries/clerks returning from a Board-approved leave of absence.
- D. Any secretary/clerk employed prior to February 1 of any school year whose term began prior to February 1 shall be given full credit for one (1) year of service towards the next step for the following year. Any secretary/clerk employed subsequent to February 1 of any school year shall remain on the same step of the salary guide for the following school year.

## ARTICLE VIII

### SALARIES

- A. The salaries of all secretaries/clerks covered by this Agreement are set forth in the schedule that is attached hereto and made a part hereof (Appendix A).
- B.
  - 1. Secretaries/clerks employed on a twelve-month basis shall be paid semi-monthly for the term of their contract.
  - 2. Salary checks are due on the 15th and 30th of the month. Secretaries/clerks may individually elect to have part of their monthly salary deducted from their pay and forwarded to MONOC Federal Credit Union.
  - 3. When a pay day falls on or during a school holiday, vacation or weekend, secretaries/clerks shall receive their pay checks on the last previous working day.
- C. Secretaries/clerks who are assigned extra work-extra pay responsibilities shall be paid at an hourly rate prorated to their salaries.

## ARTICLE IX

### EVALUATION

All tenured secretaries/clerks shall be evaluated a minimum of once yearly and all non-tenured secretaries/clerks shall be evaluated at least twice a year.

## ARTICLE X

### SICK LEAVE

- A. All secretaries/clerks employed shall be entitled to one day of sick leave per month each year based upon their contractual term of employment. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. The Board may by rule or by individual consideration grant such leave over and above the minimum sick leave defined in Paragraph A above. (18A:30-7).
- C. At the time of hiring a new secretary/clerk the Board will grant two days of sick leave per year of service in another school district up to a maximum of twenty (20) days of sick leave. Such granted sick leave must be based upon the newly hired secretaries/clerks unused accumulated leave which she/he had earned elsewhere.

Employees hired mid-year shall, at the time of hire, be granted sick leave at a rate of one day per month for the balance of that school year. The total entitlement shall be credited to the employee at that time. Thereafter, twelve-month employees shall be credited with twelve additional sick leave days at the beginning of the respective school year. Ten-month employees shall be credited with ten additional sick leave days.

- D. Female employees will be entitled to receive sick leave pay for absence due to childbirth only for those specific days for which their doctor certified them to be sick.
- E. All secretaries/clerks who have completed eighteen (18) years of service in the Red Bank School District will be paid in lieu of accumulated unused sick leave at a rate of \$25.00 per day to a maximum of \$1,500, upon retirement.

## ARTICLE XI

### TEMPORARY LEAVE OF ABSENCE

- A. Secretaries/clerks shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.
  - 1. Five days of leave in the event of death in the immediate family. (Immediate family to mean husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandmother, grandfather, or other relative living in home or for whom employee is support.)
  - 2. Three days of leave in the event of the death of a sister or brother.
  - 3. Up to three days of leave in the event of serious illness in the immediate family.
  - 4. Up to four days of leave to cover the following contingencies:
    - a. Religious observance
    - b. Death of a relative or close friend
    - c. Subpoena to appear in court as a defendant
    - d. Attendance at professional meeting, conferences, and conventions
    - e. For the purpose of receiving a degree
    - f. For the purpose of school visitation
    - g. To take special professional examination for advance study
    - h. Legal, personal, and business affairs.

- B. Leave as provided under sub-paragraph 1, 2, 3, and 4 above is not cumulative and may not be transferred from one category to another, with the exception that leave available under paragraphs 3 and 4 may be transferred to paragraph 1. If such transfer leave is necessary, it shall provide for a maximum of five nonaccumulative days and only in the event of a second occurrence in the school year of a death in the immediate family.
- C. Request for leave under this Article shall be submitted to the supervisor who is empowered to grant it with due regard to the requirements of the respective department. Except for emergencies or extenuating circumstances, no leave shall be permitted the day prior to or the day following a school holiday or weekend.
- D. Except in cases of emergency, all requests for leave shall be submitted in writing prior to the date requested, stating the reason for the request. After discretionary approval by the supervisor which shall not be unreasonably withheld, the request shall be filed in the Office of the Superintendent of Schools.
- E. Employees who have been requested by the Superintendent of Schools to represent the Red Bank Public Schools at professional meetings, to visit other school systems or to be absent from their regular duties for other professional reasons shall not be charged with absence or suffer loss of salary.
- F. Personal days may be taken either as a whole day, or with 48 hours notice, as a 1/2 day.

## ARTICLE XII

### EXTENDED LEAVE OF ABSENCE

#### Maternity Leave

- A. Unpaid leaves of absence for maternity may be granted to secretaries/clerks who are under tenure for a period up to two (2) years upon application by the candidate and on the advice and recommendation of a physician. When a position exists which a secretary/clerk is qualified to fill, the candidate may return to service within the two year period.
  - 1. Application for the leave should be made not later than three (3) months after pregnancy has been determined.
  - 2. Any secretary/clerk on maternity leave shall notify the Board prior to March 1 whether it is her intention to return to her duties in the next school year. Failure to provide such notice shall be a declaration of intent not to return.



3. Those persons granted a leave of absence for maternity purposes are excluded from the benefits of sick leave except as provided in Paragraph D of Article X.

#### Leave for Adoption of Infant Child

- B. Unpaid leaves of absence for the adoption of an infant child may be granted to female employees who are under tenure when application is made for a period up to two (2) years upon the application by the candidate. When a position exists which a secretary/clerk is qualified to fill, the candidate may return to service within the two-year period.
  1. Application for the leave should be made not later than three months before the anticipated custody of the child by the teacher.
  2. Those persons granted a leave of absence for the adoption of an infant child are excluded from the benefits of sick leave.
  3. Any secretary/clerk on adoption leave shall notify the Board prior to March 1 whether it is her intention to return to her duties in the next school year. Failure to provide such notice shall be a declaration of intent not to return.
- C. No benefits herein are meant to supersede or diminish benefits under The Family Leave Act.
- D. Military leave shall be granted in accordance with applicable State or Federal law.

#### ARTICLE XIII

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to reimbursement of the cost of college credits subject to the following provisions:

- A. College credits shall be reimbursed at the rate of \$500.00 per school year, each year commencing July 1 and ending June 30. Courses must be approved by the immediate supervisor prior to registration.

- B. The secretary/clerk must submit an official transcript and make application for reimbursement on or before October 1 for the preceding spring and/or summer term and March 1 for the preceding fall term. To be reimbursed applicants must be employees of the school system at the time application is made for reimbursement. Tuition payment shall be made within sixty (60) days after submission of college transcripts.
- C. The secretary/clerk must receive a grade "A" or "B" or its equivalent. Only if the university or college involved has specified in its catalog that the specific course in question is graded only as "pass" or "fail" a grade of "pass" will be acceptable for reimbursement.

#### ARTICLE XIV

#### INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below and shall fully pay the premium for each full time secretary/clerk and his/her dependents. For the purpose of medical insurance, full time shall be defined as twenty (20) or more regularly scheduled hours per week. For the purposes of dental and prescription coverage, full time shall be defined as thirty (30) or more regularly scheduled hours per week.
- B. The insurance program encompassed by this Agreement consists of:
  - 1. Hospital benefits
  - 2. Surgical benefits
  - 3. X-ray/Laboratory benefits
  - 4. Major medical benefits
  - 5. Annual eye examination by school optometrist
- C. The Board agrees to provide to each new secretary/clerk a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- D. The Board shall continue to provide dental care coverage and shall pay the premium for the employee and his/her dependents. This coverage shall be that which is presently in force including all associated co-pays and deductibles.
- E. The Board shall provide a Prescription Plan allowing for oral contraceptives with a \$2.00 co-pay. It shall be understood that the premium in effect on June 30, 1991, shall be included in the contract as a cap.

ARTICLE XV

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its secretaries/clerks dues for the Red Bank Secretaries Association, and the New Jersey Education Association as said secretaries/clerks individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable New Jersey Statutes and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Red Bank Secretaries 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. Secretary/clerk authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_ Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount dues for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Association to receive dues and distribute according to the organization(s) indicated:

Association \_\_\_\_\_  
New Jersey Education Association \_\_\_\_\_

1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
  2. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
  3. Any such written authorization may be withdrawn by any secretary/clerk at any time by the filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.
- B. Secretaries/clerks shall be authorized to select tax shelters of their choice only if one company agrees to function as receiving and disbursing agent in relationship to all participating companies.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not 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. Any individual contract between the Board and an individual secretary/clerk, 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 the Agreement, the Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment or promotion, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to Board at 76 Branch Avenue, Red Bank, New Jersey.
  2. If by Board, to the President of the Association.
- E. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- F. The parties agree that secretaries/clerks shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- G. It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- H. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- I. The Board shall provide a copy of the contract to the Association.

ARTICLE XVII

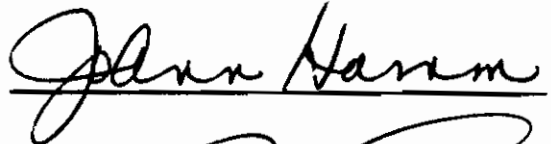
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, and attested to by their respective Secretaries, all on the day and year first above written.

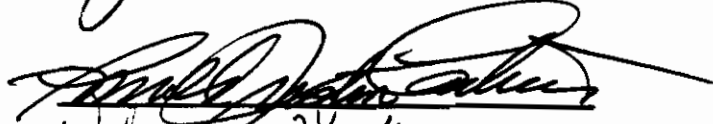
Red Bank Secretaries Association

JoAnn Hamm, President



Red Bank Board of Education

Ronald Pacheco



Patricia Macey, President



Lorain S. Hartnett,  
Board Secretary/  
Business Administrator



DATED: April 16, 1991

APPENDIX A

RED BANK BOROUGH PUBLIC SCHOOLS  
RED BANK, NEW JERSEY

SECRETARIAL SALARY GUIDE  
1990-91

<u>STEP</u>	CLERK/ TYPIST	SECRETARY/ ACCTS. PAY.
	<u>GROUP 1</u>	<u>GROUP 2</u>
1	13,082.	16,400.
2	13,682.	17,150.
3	14,282.	17,900.
4	14,882.	18,650.
5	15,482.	19,400.
6	16,082.	20,150.
7	16,682.	20,900.
8	17,282.	21,650.
9	17,882.	22,400.
10	18,482.	23,150.
11	19,082.	23,900.
12	19,682.	24,650.

Ten month employees - 5/6 of above salaries

\$300.00 - 15 years of service

\$200.00 - Additional at 20 years service

\$350.00 - Stipend for Supervisory Responsibilities  
(Secretary to Principal - Primary/Middle School)  
(Secretary to Director of Child Study Team)

APPENDIX B

FORM A

FROM: \_\_\_\_\_, Grievant  
TO: \_\_\_\_\_, Grievance Officer  
DATE: \_\_\_\_\_

DESCRIPTION OF GRIEVANCE: (include the date the alleged grievance took place).

Signature of Grievant: \_\_\_\_\_

---

(This portion to be used by Grievance Officer ONLY)

Step #2

TO: \_\_\_\_\_, Grievant  
FROM: \_\_\_\_\_, Grievance Officer  
DATE: \_\_\_\_\_

RESPONSE TO GRIEVANCE:



FORM B

Step #3

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

(Grievance Report Form A is hereby attached for APPEAL to the Superintendent)

Signature of Grievant: \_\_\_\_\_

\_\_\_\_\_  
(This portion to be used by Superintendent ONLY)

Step #4

TO: \_\_\_\_\_, Grievant

FROM: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

RESPONSE TO GRIEVANT'S APPEAL

Signature of Superintendent: \_\_\_\_\_

Date Appeal Received: \_\_\_\_\_

FORM C

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

(The attached Grievance Forms A and B are hereby submitted for your information pertaining to my complaint).

Signature of Grievant: \_\_\_\_\_

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**Step #6**

TO: \_\_\_\_\_, Grievant

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

RESPONSE TO SECOND APPEAL:

FORM B

Step #3

FROM: \_\_\_\_\_, Grievant

TO: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

(Grievance Report Form A is hereby attached for APPEAL to the Superintendent)

Signature of Grievant: \_\_\_\_\_

\_\_\_\_\_  
(This portion to be used by Superintendent ONLY)

Step #4

TO: \_\_\_\_\_, Grievant

FROM: \_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

RESPONSE TO GRIEVANT'S APPEAL

Signature of Superintendent: \_\_\_\_\_

Date Appeal Received: \_\_\_\_\_