

CONTRACT

BETWEEN

THE WARREN HILLS REGIONAL
EDUCATIONAL SECRETARIES ASSOCIATION

AND

THE WARREN HILLS REGIONAL BOARD OF EDUCATION

(Employer)

X 1982/83 and 1983/84 School Year

LIBRARY
Institute of Management and
Labor Relations

MAY 25 1982

RUTGERS UNIVERSITY

TABLE OF CONTENTS

Page No.

		1	Preamble
Article	I	2	Recognition
Article	II	3	Negotiating Successor Agreement
Article	III	4	Employee Rights and Privileges
Article	IV	5	Association Rights and Privileges
Article	V	6	Management Rights
Article	VI	7	Working Hours
Article	VII	8	Work Schedule
Article	VIII	9	Employment Procedures
Article	IX	10-11	Leaves of Absence
Article	X	12	Reduction in Rank or Job Classification
Article	XI	13	Voluntary Transfers and Reassignment
Article	XII	14	Involuntary Transfers and Reassignments
Article	XIII	15	Fair Dismissal Procedure
Article	XIV	16	Insurance Protection
Article	XV	17	Employee Evaluation
Article	XVI	18	Deductions from Salary
Article	XVII	19-22	Grievance Procedure
Article	XVIII	23	Miscellaneous Provisions
Article	XIX	24	Duration of Agreement
Article	XX	25	Secretary Salary Schedule

PREAMBLE

Agreement entered into this 18th day of May 1982 by and between the Board of Education of the Warren Hills Regional School District, Washington, NJ, hereinafter called the "Board" and the Warren Hills Regional Educational Secretaries Association, hereinafter called the "Association."

ARTICLE I
RECOGNITION

A. Pursuant to Chapter 303 Public Laws of 1968, State of New Jersey, the Board hereby recognizes the Warren Hills Regional Educational Secretarial Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all secretarial employees, employed by the Board, except the secretaries to the Superintendent of Schools, secretaries to the Business Manager/Board Secretary.

B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II

NEGOTIATING SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement concerning the terms and conditions of secretaries' 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 be in full force and effect from July 1, 1982 and shall continue in full force and effect until June 30, 1984, and thereafter for successive one (1) year periods unless one of the parties hereto, on or before date consistent with Chapter 123, shall notify the other party hereto in writing of its desire to modify or terminate same.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no pay loss.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation.
- G. 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.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

A. Whenever any employee is required to appear before the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her choosing present to advise her and represent her during such meeting or interview.

B. No employee shall be disciplined, reprimanded or reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

C. No secretary 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.

D. To provide an incentive to secretaries toward professional development and improvement, the Board agrees that it will 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 sessions which a secretary is required or requested to pursue or which a secretary may wish to pursue for professional development with Board approval.

ARTICLE IV

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 secretaries. 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. The Association shall have the right to use school facilities, buildings and equipment upon approval of building principal including typewriters, mimeographing machines, other duplicating equipment, 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 actual cost of all materials and supplies incident to such use.

C. The Association shall have the right to use the inter-school mail facilities as it deems necessary. This privilege is granted only with building principal approval.

ARTICLE V

MANAGEMENT RIGHTS

The management of the school system and the direction of the secretaries are exclusive functions of the Board through the administration. In accordance with the law and this Agreement, these functions shall include the right to hire, transfer, promote, demote and rehire secretaries, to discipline secretaries for just cause, to lay off or recall secretaries as required by decreases or increases in the level of the work load; to establish and enforce fair and equitable rules affecting employee conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the district; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the relative skills, abilities and other qualifications of all secretaries.

ARTICLE VI

WORKING HOURS

A. Working hours shall be from 8:00 a.m. until 4:15 p.m. Monday through Friday, year round.

- 1) A duty-free lunch period of one (1) hour shall be provided.
- 2) Two (2) uninterrupted "coffee breaks" each of 10-minute duration shall be provided. One such break may be taken in the morning and one in the afternoon.
- 3) Secretaries may leave at 4:00 p.m. on Fridays subject to the approval of the building principal.

B. Secretaries shall be present at work on emergency closing days unless instructed otherwise by the Superintendent. Secretaries shall report as close as possible to the normal starting time. On days when school is closed because of inclement weather secretaries shall report to work as soon as weather conditions allow.

C. Overtime (defined as working hours in excess of a 40-hour work week) *

- 1) All overtime on weekends or holidays shall be voluntary.
- 2) Overtime other than on weekends or holidays shall be worked as required by the administration. Notice that such overtime will be required shall be given as far in advance as possible and rotated to the extent feasible.
- 3) Overtime shall be paid at the rate of one and one half (1½) times hourly rate and double time on weekends and holidays. In the alternative, compensatory time may be taken following the formula for hourly compensation to arrive at the equivalency in time.

* Note - Compensation shall be at the regular hourly rate (or compensatory time if the employee chooses) for the hours between the regular work week and the beginning of the overtime rate. (40 hours less 36½ = 3 3/4 hours)

ARTICLE VII
WORK SCHEDULE

A. Holiday Schedule

All secretaries, full and part/time, are entitled to the twelve following holidays:

1982/83

Friday, July 2
Monday, September 6
Thursday, November 25
Friday, November 26
Friday, December 24
Monday, December 27
Friday, December 31
Date undetermined
Friday, April 1
Monday, April 4
Friday, April 8
Monday, May 30

Independence Day
Labor Day
Thanksgiving
Thanksgiving
Christmas
Christmas
New Years
Winter Holiday
Good Friday
Easter Holiday
Easter Holiday
Memorial Day

1983/84

Monday, July 4
Monday, September 5
Thursday, November 24
Friday, November 25
To be determined
To be determined
To be determined
Date undetermined
Friday, April 20
Monday, April 23
To be determined
Monday, May 28

B. Vacation Schedule

1) Vacation time may be taken at any time during the year and shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

2) Vacation days shall be earned as follows:

1 day per month for a total up to 10 months for school service with the district if total school service is under 5 years.
(total entitlement - 10 working days)

Beginning with the 6th year through the 14th year, one additional day per year until 20 days at 15 years.

3) Any hourly employee who has been employed by the Board for not less than six hours per day during ten of the preceding twelve months, shall, upon being employed on a full/time basis, be entitled to five paid vacation days during the initial year of full/time employment.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. Placement on salary schedule

1) Each employee shall be placed on her proper step of the salary schedule as of the beginning of the 1982/83 school year. A secretary employed by the Board during the school year shall advance to the next step on the salary guide on the first day of his/her anniversary month of employment.

B. Resignation

1) An employee who is resigning from her position shall give two (2) weeks notice.

2) Earned vacation shall be paid according to the portion of full months worked to the total contract year, unless proper notice has not been given.

3) If the full two (2) weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of contract and salary

Employees shall be notified of their contract and salary status for the ensuing year no later than one (1) month from ratification and approval of the contract.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave

- 1) Sick leave shall be credited at the rate of twelve (12) days per year for full/time, 12-month employees. Ten-month employees shall be entitled to ten (10) days per year.
- 2) A medical certificate will be required if an employee is absent on sick leave four (4) or more consecutive school days.
- 3) All sick leave shall be cumulative.
- 4) Employees shall be provided with a written accounting of accumulated sick leave no later than October 1 of each school year.

B. Personal Leave

- 1) Three (3) days per school year shall be granted for personal business that cannot be handled outside of school hours. Request for personal days shall be submitted in advance of the day desired to the building principal.
- 2) Personal leave shall not be cumulative.

C. Emergency leave and other defined leave

- 1) Up to three (3) days may be granted in case of death of a member of the secretary's immediate family, which for purposes of this contract shall be limited to the following: husband, wife, child, brother, sister, father, mother, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.
- 2) A one (1) day leave of absence will be granted for death of other relatives or close friends of a secretary.
- 3) Extensions of any temporary leaves of absence referred to in Section C-1 and C-2 outlined above may be made at the discretion of the Superintendent of Schools. It being understood that said leave be without compensation.
- 4) A regularly appointed secretary 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 secretary remain for a longer period than the prescribed two (2) weeks, the secretary shall receive full pay for two (2) weeks, and thereafter, the difference between her secretary's salary and her 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.

D. Temporary leaves

1) Conferences of affiliates

Up to two (2) days for members of the Association to attend the NJEA Convention in November. A certificate of attendance will be required. In the event that any secretary does not attend the NJEA Convention, that secretary will be required to work one of the two days allotted for the convention. Each of the main offices in both buildings shall be covered on the two days of the convention.

2) Legal

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system.

3) Good cause

Other leaves of absence with pay may be granted by the Board for good reason.

E. Extended leaves

1) Military leave without pay shall be granted to any secretary 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.

- 2) a. A maternity leave of absence without pay will be granted to any tenure secretary, at her request. Such leave of absence shall not exceed a total of one (1) year.
- b. A secretary on maternity leave shall have the opportunity to substitute in the Warren Hills Regional School District at the discretion of the Superintendent of Schools.
- c. If the pregnancy is terminated before full term and birth of the child, the secretary may apply for termination of leave allowing at least one (1) month for fair notice to her substitute and for her own health.
- d. Any tenure secretary adopting an infant child shall be granted a leave of absence for a period of one (1) year without pay. Such leave shall commence upon her receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.
- e. Return from leave, except as provided in Section 2-c above, shall coincide with the beginning of a fiscal year. Return during the school year shall be at the discretion of the Superintendent of Schools.

F. 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.

G. 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.

H. Leaves taken pursuant to this Article shall be in addition to any sick leave to which an employee is entitled.

ARTICLE X

REDUCTION IN RANK OR JOB CLASSIFICATION

Employees shall not be reduced in rank or job classification without just cause. 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.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of vacancies

1) Date

No later than April 15 of each fiscal year the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following fiscal year.

2) Filing requests

Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which she desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable and, except in cases of emergency, thirty (30) days' notice shall be granted.

ARTICLE XIII

FAIR DISMISSAL PROCEDURE

A. Notification of status

1) Date

On or before April 30 of each year the Board shall give to each non-tenure employee continuously employed since the preceding September 30, either:

- a. a written offer of a contract for employment for the next succeeding year, or
- b. a written notice that such employment shall not be offered.

2) Reasons

Any non-tenure employee who receives a notice of non-employment within five (5) working days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the employee in writing within five (5) working days after receipt of such request.

3) Hearing

Any non-tenure employee who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the secretary of the Board within five (5) working days after receipt by the employee of the statement of reasons.

4) Board determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure employee for the next succeeding fiscal year within ten (10) working days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than May 31. The decision of the Board shall be final and not subject to the grievance procedure set forth herein.

B. Notification of intention to return

If the employee desires to accept such employment, she shall notify the Board of such acceptance within five (5) days of the offer of employment in which event such employment shall continue as provided for herein.

ARTICLE XIV
INSURANCE PROTECTION

A. As of the beginning of the current fiscal year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each secretary 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) Connecticut General, Dental (limited to \$1,280 in 1982/83 and \$1,640 in 1983/84)
- 6) \$1.00 family co-pay prescription drug program

B. The above coverage shall be placed with Connecticut General Health Insurance, 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 the Board without formal amendment of this contract.

C. The Board shall request the carrier to provide to each secretary 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.

D. The Board shall give written notification at the time of hiring all new secretaries that the responsibility for insurance coverage during the interim period rests with the secretary.

E. 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.

ARTICLE XV

EMPLOYEE EVALUATION

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

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

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

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salary of any secretary dues for the Warren Hills Educational Secretaries Association, Warren County Education Association and the New Jersey Education Association as each secretary 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 Educational 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. Secretaries' 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 secretary'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 or shall be filed prior to June 1 and become effective as of July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Definitions

- 1) **Contract Grievance:** A "Contract Grievance" is a claim by a secretary, or group of secretaries, that there has been a misinterpretation, misapplication or violation of this Agreement affecting a secretary or group of secretaries.
- 2) **Policy-Administrative Decision Grievance:** A "Policy-Administrative Decision Grievance" is a claim by a secretary, or group of secretaries, that there has been a misinterpretation, misapplication or violation of policies or administrative decisions affecting a secretary or group of secretaries.

B. Time Limits

- 1) A grievance to be considered under this procedure must be initiated by the secretary within thirty (30) days of the time the secretary 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 Secretaries 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 thereto, 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

Secretaries 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 secretary 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 secretary 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 advisory to 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 secretary 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 XVIII

MISCELLANEOUS PROVISIONS

A. Board policy

This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Separability

If a 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 not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance between individual contract and master agreement

1) Any individual contract between the Board and an individual employee, 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.

2) This Agreement and all attached schedules shall not be denied nor restricted from any secretarial employee regardless of her status.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

E. Notice

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 25 West Washington Avenue, Washington, NJ.

2) If by Board to the President of the Association - at her appropriate address as filed with the board of education, or, if she is unavailable, to the Vice President of the Association.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1982 and shall continue in effect until June 30, 1984, subject to this Association's right to negotiate a successor Agreement. 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.

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 day and year first above written.

WARREN HILLS REGIONAL EDUCATIONAL SECRETARIES ASSOCIATION

By _____, President

By _____, Secretary

WARREN HILLS REGIONAL BOARD OF EDUCATION

By _____, President

By _____, Secretary

ARTICLE XX
SECRETARY SALARY SCHEDULE
1982/83

	<u>I</u>	<u>II</u>	<u>III</u>	<u>Bonus</u>	
1	3.46	6,752	7,595	(13-15)	240
2	3.67	7,063	7,994	(16-20)	360
3	3.88	7,374	8,393	(21-25)	480
4	4.08	7,674	8,693	(26-30)	600
5	4.29	7,974	8,993	(30+)	720
6	4.50	8,514	9,292		
7	4.71	9,113	9,592		
8	4.92	9,473	9,892		
9	5.13	9,880	10,192		
10	5.33	10,227	10,791		
11	5.54	10,873	11,881		
12	5.75	11,905	13,010		

1983/84

	<u>I</u>	<u>II</u>	<u>III</u>	<u>Bonus</u>	
1	3.58	7,054	7,877	(14-15)	260
2	3.80	7,394	8,315	(16-20)	390
3	4.02	7,734	8,753	(21-25)	525
4	4.24	8,074	9,191	(26-30)	650
5	4.47	8,403	9,519	(30+)	785
6	4.70	8,731	9,848		
7	4.93	9,322	10,175		
8	5.16	9,978	10,503		
9	5.38	10,372	10,832		
10	5.63	10,819	11,160		
11	5.84	11,199	11,816		
12	6.07	11,906	13,010		
13	6.30	13,036	14,246		