

NEGOTIATION AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF WATCHUNG HILLS REGIONAL HIGH SCHOOL Board of

AND THE

Education

WATCHUNG HILLS REGIONAL EDUCATION ASSOCIATION

(AIDES, TECHNICIANS AND CLERICALS)

THE COUNTY OF SOMERSET

NEW JERSEY

FOR THE 1986-87 and 1987-88 SCHOOL YEAR

9/3/86

X July 1, 1986 - June 30, 1988

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

- A.** Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B.** During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C.** Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D.** 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.

THIS AGREEMENT made this 3rd day of September, 1986
by and between THE WATCHUNG HILLS REGIONAL HIGH
SCHOOL BOARD OF EDUCATION, Warren, New Jersey,
hereinafter called the "Board"

AND

WATCHUNG HILLS REGIONAL EDUCATION ASSOCIATION
hereinafter called the "Association."

ARTICLE I: RECOGNITION

Pursuant to Chapter 303, Laws of 1968, State of New Jersey,
the Board hereby recognizes the Association as majority
representative and as sole and exclusive representative
for collective negotiation concerning the terms and con-
ditions of employment for all personnel within the following
employee unit, whether or not they are members of the Associ-
ation:

INCLUDING: ALL TECHNICIANS, TEACHER AIDES AND
CLERICAL EMPLOYEES EMPLOYED BY THE
WATCHUNG HILLS REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

EXCLUDING: ALL OTHER EMPLOYEES INCLUDING
PROFESSIONALS, CRAFTSMEN, MANAGERIAL
EXECUTIVES, POLICE, AND SUPERVISORS
WITHIN THE MEANING OF THE ACT

PRINCIPLES

- A. The Board and the Association, the parties of Agreement, accept the provisions of this agreement, as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.
- B. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing.
- C. If any provision of this agreement or any application of this agreement to any employee or group of employees is held by the highest court of final jurisdiction to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III: EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, 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. Neither the Association nor employee shall make these matters public.**
- B. Whenever any employee is required to appear before the superintendent or the Board, or any committee or member thereof, concerning any matter which could adversely affect the employee's position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for the appearance and shall be entitled to have present a representative of the Association and/or a person of the employee's choice to advise and represent the employee.**

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association in response to all reasonable requests such public records as are in the Board's possession at a charge not to exceed the Board cost.
- B. Association privileges:
1. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal operations.
 2. The Association and its representatives may use the school buildings for meetings. The principal of the buildings in question shall be notified via the conflict book in advance of the time and place of all such meetings.

Arrangements for meetings at extraordinary times will have prior approval of the principal, and the Association agrees to reimburse the Board for any extra custodial requirements.
 3. The Association shall have the right to use school equipment in the building when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and agrees to pay for any loss or damage to the equipment as a result of its usage.
 4. A bulletin board will be provided in the Faculty Room for the exclusive use of the Association. The president of the Association will be responsible for material posted.
 5. The Association shall be permitted the use of internal school mail facilities and the public address system after school hours for routine announcements.

ARTICLE V: GRIEVANCE PROCEDURES

A. DEFINITION

1. A grievance is a claim based on an event or condition which adversely affects an employee or group of employees and/or is concerned with the interpretation, meaning, or application of any of the provisions of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees.
2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration, and having the problem adjusted without intervention of the Association.
3. An employee or a group of employees who in person, by letter, or by petition appeal directly to the Board of Education for redress of an alleged wrong or violation of the contract agreement, thereby bypassing the grievance procedure outlined in this Article, forfeit the right to use this grievance procedure on the same problem or complaint at a later date.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

ARTICLE V: GRIEVANCE PROCEDURES (continued)

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Actual Grievance Redress Procedure

- a. Level One

An employee with a grievance shall first discuss it with the employee's immediate superior, with the objective of resolving the matter informally. Action by the aggrieved person must be initiated within thirty (30) calendar days of the time when he became aware of the grievance.

- b. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file his grievance in writing to the principal on the forms provided. The principal shall communicate his decision, with reasons, to the employee within five (5) school days of receipt of the written grievance.

ARTICLE V: GRIEVANCE PROCEDURES (continued)

c. Level Three

The employee no later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing on the form provided, stating reasons for the appeal. The superintendent shall communicate his decision in writing with reasons to the employee and the principal within ten (10) school days of the receipt of the appeal.

d. Level Four

If the grievance is not resolved to the employee's satisfaction, he, no later than fifteen (15) school days after receipt of the superintendent's written decision, may request a review by the Board of Education. The request shall be submitted in writing on the form provided through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education within ten (10) school days of the receipt of the request for review. The Board or a committee thereof shall review the grievance and shall, at the option of the Board or the request of the grievant, hold a hearing with the employee and render a decision in writing, with reasons, within thirty-one (31) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee, whichever comes later.

e. Level Five

- (1) A grievance to proceed to Level Five must be concerned with the interpretation or meaning or application of any of the provisions of this agreement.
- (2) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or in the event that the Board does not render a decision within thirty-one (31) school days after the submission of the grievance to the Board, he may, within five (5) school days after either of the above, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration by so notifying the superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.

ARTICLE V: GRIEVANCE PROCEDURES (continued)

- (3) The Board and the Association shall then attempt to agree on an arbitrator. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request of advisory arbitration is received by the superintendent, then the parties shall jointly request the American Arbitration to select an arbitrator pursuant to its rules and procedures, except that the selection of the arbitrator shall be done by requesting a list of nine (9) names from the American Arbitration Association. Each party in turn shall cross off a name until only one (1) is left.
- (4) The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The arbitrator shall be restricted to considering only the question of questions submitted. The arbitrator shall issue the award (which shall be advisory only) within thirty (30) calendar days after the hearings are concluded.
- (5) The arbitrator's advisory award shall be in writing and shall set forth the findings of fact, reasoning, and recommendations only on the issue submitted.
- (6) Only the costs for the services of the arbitrator shall be borne equally by the Board and the Association.
- (7) Each party shall bear the total costs incurred by themselves.

D. REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by the aggrieved person only and/or at the aggrieved person's option by a representative selected or approved by the Association. However, the aggrieved person has the right to only one (1) representative at Level One.
2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.

ARTICLE V: GRIEVANCE PROCEDURES (continued)

3. Any grievance submitted by a group shall be presented by no more than three (3) representatives for the group.

E. MISCELLANEOUS

1. 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 personal file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.
3. All employees including the grievant must continue to follow administrative directives or Board policy regardless of the pendency of a grievance against that directive until such time as a grievance is properly determined.
4. No reprisals of any kind shall be taken by the Board or any member of the administration against an individual or individuals participating in the specified grievance procedure by reason of such participation.
5. After the grievance procedure has been exhausted the grievance may not be resubmitted provided the grievance procedure has been adhered to.
6. Voluntary termination of a contract by a grievant terminates any unresolved grievance after the effective termination date.

ARTICLE VI: WORK YEAR

A. Contract Employees:

1. Offices will be closed on the following nine (9) holidays:

Independence Day
Labor Day
Thanksgiving (Thursday and Friday)
Christmas Holiday (two days)
New Year's Day
Good Friday
Memorial Day

If any of these holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be determined to be a holiday by the Superintendent and the Association.

2. If school will be in session and the offices will be open on the following five holidays, the employees will receive these five holidays as alternate days during the year at their discretion upon approval by the principal.

If school is closed, the employees shall have these days off:

Columbus Day
Veteran's Day
Election Day
Lincoln's Birthday
Washington's Birthday

If any of these five days fall on a Saturday or Sunday, the employee will add one day to vacation to be taken at the employee's discretion upon approval by the principal.

Employees will be expected to be at school on these five days unless they are excused by their immediate supervisor or unless they fall on a Saturday or Sunday.

ARTICLE VI: WORK YEAR

B. Hourly Employees:

1. Twelve-month hourly employees shall receive nine (9) paid holidays as follows:

Independence Day
Labor Day
Thanksgiving (Thursday and Friday)
Christmas Holiday (two days)
New Year's Day
Good Friday
Memorial Day

2. Eleven-month hourly employees shall receive eight (8) paid holidays. The eight holidays shall be selected from the nine holidays given to twelve-month hourly employees without either Independence Day or Labor Day. The decision as to which holiday shall be dropped shall be determined by the Superintendent and the Association.
3. Ten-month hourly employees shall receive seven (7) paid holidays. The seven holidays shall be selected from the nine holidays given to twelve-month hourly employees. The decision as to which holidays shall be dropped shall be determined by the Superintendent and the Association.
4. If any holiday listed falls on a Saturday or Sunday, the employees shall be entitled to take as a holiday the preceding Friday or the following Monday as shall be determined by the Superintendent and the Association.

- C. Aides work the same calendar as teachers.

ARTICLE VII: TYPES OF LEAVES

Vacations

1. Contract Employees:

One day per contract month during the first year, two weeks after the first full year of employment, three weeks after five full years of employment, and four weeks after ten full years.

2. Hourly Employees:

Twelve-month hourly employees shall accrue ten (10) vacation days during the first full school year (July 1 to June 30) of the employment. Eleven-month hourly employees shall accrue nine (9) vacation days during the first full school year of employment. Ten-month hourly employees shall accrue eight (8) vacation days during the first full school year of employment.

Hourly employees starting after July 1 of any school year will accrue vacation days beginning with the third month of their employment at the rate of one day per month, provided, however, that the maximum number of vacation days accrued in such partial year shall not exceed nine (9) days for eleven-month employees and eight (8) days for ten-month employees.

Hourly employees will be entitled to take their accrued vacation days in the school year following the school year in which the vacation days have been accrued, unless written consent of the Superintendent is given to the employee to take all or any of such accrued vacation days at some other time.

3. Vacation Time:

One half of earned vacation time for contract employees may be taken when school is in session with prior approval of the principal.

B. 1. Child Care Leave: Tenure Employees

A tenure employee may request a child care leave without pay and the said leave shall be granted. The effective date and the duration of the leave shall be mutually agreed upon by the Superintendent and the employee. Early notification of the superintendent is desirable for replacement purposes.

ARTICLE VII: TYPES OF LEAVES (continued)

2. Any tenure employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The Superintendent must be notified as soon as adoption is applied for and kept up to date as to status.

C. Sick Leave: Contract and Hourly Employees
(as defined in NJSA 18A:30-1)

1. Twelve (12) days absence for personal illness with full pay in any school year for twelve-month employees; ten (10) days for ten-month employees (18A:30-2).
2. Unused days of sick leave shall be accumulative without limit, beginning from the date of the employee's continuous employment by the Board. (18A:30-3, 3.1)
3. In all absences under this section exceeding five (5) consecutive working days the employee must file a physician's certificate with the principal of the school. (NJSA 18:30-4)
4. By October 1 of each year all employees shall be given a written accounting of accumulated sick-leave days as of June 30 of that calendar year.

D. Personal Reasons: Contract and Hourly Employees

1. Absences for personal reasons may be granted with pay for good cause when approved in advance by the principal. Application to the principal or the designated representative must be made at least one (1) day before said leave (and at least one (1) week before if such leave is for observance of religious holidays). Weddings and honeymoons should be planned to coincide with vacations.
2. In addition one (1) day of absence for personal business will be granted with the limits specified below:
 - a. No such day will be granted on a school day immediately preceding or following a vacation or holiday.
 - b. No more than 2% of the employees shall be permitted such leave on any given day. Priority will be established in the order of requests received.

ARTICLE VII: Types of Leaves (continued)

3. If the accumulated absences of an employee, including absence for illness, exceed fifteen (15) days in any one year, all absences for personal reasons are temporarily suspended until the principal can review the case.

E. Illness in Immediate Family: Contract and Hourly Employees

1. Where personal presence is advisable because of critical illness in the employee's immediate family, absences may be allowed with pay for five (5) working days in each school year. Additional time with pay may be granted in special emergencies at the discretion of the superintendent.
2. Leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. No increment, experience or credit will be granted, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

F. Death in Immediate Family: Contract and Hourly Employees

Absences due to death in the employee's immediate family may be allowed with pay for a period not exceeding five (5) working days in each case.

G. Jury Duty: Contract and Hourly Employees

Personal leave for jury duty shall be granted with pay. The payment by the court to the person on jury duty shall be submitted to the Board.

H. Military: Contract and Hourly Employees

Absences for examination for military service shall be allowed with pay.

Leave of absence with pay for organized militia duty or reserve training shall be given according to state law.

ARTICLE V I: Types of Leaves (continued)

I. Other: Contract and Hourly Employees

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

- J.** All requests, extensions or renewals of extended leave shall be applied for in writing. The Superintendent shall give written notification of the Board's decision to the employee requesting the extension of the leave.
- K.** Leave taken pursuant to this article shall be in addition to any sick leave except as indicated in D-3 in this article.

ARTICLE IX: DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the Watchung Hills Regional Education Association, the Somerset County Educational Association, the New Jersey Education or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

ARTICLE X: INSURANCE PROTECTION

A. Entitlement:

1. Minimum of 20 working hours per week
2. Minimum of 60 days employment before eligible to apply.

B. The Board will provide comprehensive Blue Cross and Blue Shield with Riders J and M and full Major Medical coverage under the plan provided by the State of New Jersey Public School Employees' Health Benefit program for all employees and, further, the Board will pay the total premium cost for each employee and dependents for the Major Medical insurance coverage. The Board will provide coverage for the employee and 100% of the cost of Blue Cross, Blue Shield and Riders J and M for dependents.

C. The Board shall provide 100% of the premium cost of dental coverage for employees only.

The Board shall provide in addition 25% of the premium cost of family dental coverage.

D. The Board shall provide for each employee upon enrollment a description of the health-care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage.

E. The Board shall provide a Long Term Disability Program as described on attached schedule C.

ARTICLE XI: PROTECTION OF EMPLOYEES

- A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- B. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, shall act in appropriate ways as liaison between the employee, the police and the court.

ARTICLE XII: EMPLOYMENT PROCEDURES

- A. Depending upon the position, contracts are offered on a 10, 11 or 12-month basis.
- B. Resignation:
1. An employee who is resigning from his position shall give 30 days' notice.
 2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
 3. If the full 30-day notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.
- C. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association for posting upon receipt when school is in session.

Employees interested in applying for any of these vacancies may indicate their interest in writing to the superintendent within ten (10) days of submission of the notice to the Association. Such positions shall not be filled during this ten (10) day period.

Employees who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them. A copy of this notice shall be mailed to the Association. Upon receipt of this notice of vacancies or promotional opportunities, the employee should phone immediately about his interest in this position and then apply formally by return mail.

Notice of the selection of the successful candidates will be sent directly to all applicants and the Association.

ARTICLE XIII: PERSONNEL RECORDS

- A. An employee may request in writing a review of his personnel file at the end of a one-year period. A tenure employee may remove derogatory or obsolete material retained beyond three (3) years. An employee may supplement his folder with pertinent material.

- B. Final evaluation of an employee upon termination of his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personal file of such employee after severance or otherwise than in accordance with the procedure set forth in this article.

- C. All evaluations shall be conducted openly. No mechanical devices shall be used for the purpose of eavesdropping.

ARTICLE XIV: SALARIES AND FRINGE BENEFITS

- A. The salaries of all secretaries, aides and technicians are covered by this agreement and are set forth in schedules which are attached hereto and made a part hereof.
- B. Members may individually elect to have ten per cent (10%) of their monthly salary deducted from their pay. These funds shall be paid on the final pay day or according to a savings bank plan as requested by the member.
- C. Members employed on a ten (10) month basis are to be paid in (20) installments.
- D. When a pay day falls on or during a school holiday, vacation or weekend, members shall receive their pay checks on the last previous working day.
- E. All employees covered by this contract shall receive sixty percent (60%) tuition reimbursement payments for undergraduate school for successfully completed courses with prior approval by the superintendent. (To be covered by this provision, hourly employees must work a minimum of twenty (20) hours per week).
- F. Employees in the unit shall be reimbursed at the rate of 20 cents per mile for travel on business of the Board of Education when they have obtained approval from the Superintendent in advance of such travel.
- G. There shall no longer be a longevity increase for employees under contract who have been at the tenth step of the salary guide for one full year with four or more years experience at Watchung Hills. The salary during the term of this agreement for any employee under contract who properly received a longevity increase in school year 1979-1980 or who, during the term of this agreement, will have been paid at the tenth step on the salary for one full year or more with four or more years of experience at Watchung Hills, shall be determined as follows:

ARTICLE XV: MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that neither shall discriminate in application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, or sex except where there is a bona fide occupational qualification.

B. 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. All Board rights and powers in effect prior to the effective date of this agreement shall remain in effect unless specifically limited by this agreement.

C. Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement, unless modified by the Board in the exercise of any right or function which was within the Board's authority prior to the effective date of this agreement.

- D. Copies of this agreement shall be reproduced by the Board which shall then be presented to all employees now employed, or hereafter employed by the Board. By mutual agreement copies shall be printed at the expense of the Board (50%) and the Association (50%) within sixty (60) days after the agreement is signed, which shall then be presented to all employees now employed and hereafter employed during the term of this contract.

ARTICLE XV: MISCELLANEOUS PROVISIONS (Continued)

E. No Strikes or Stoppages.

During the term of this agreement the Association, its officers and members agree that individually or collectively they will not undertake any work stoppage, slowdown, picketing or interference with the normal operation of the school. Failure to report to work because of picketing or because of a dispute between the Board and another employee organization is a violation of this agreement.

F. Compliance between Individual Contract and Master Agreement

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.

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(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 108 Stirling Road.,
Warren, N. J. 07060
2. If by Board to Association at 108 Stirling Road,
Warren, N. J. 07060

H. The parties have not included in this agreement certain provisions which had been included in the agreement which terminated effective June 30, 1980 because the subject matter of the provisions was nonnegotiable. The provisions removed include Article VII (H), certain language of Article XII (C) which is identified in the memorandum of agreement entered into prior to the ratification of this agreement, and deletion of a requirement to have a RIF clause. It is agreed that in the event there is a change in the law during the term of this agreement which would make any one or all of the foregoing subjects permissive subjects for negotiations, such provisions as are made permissive will automatically be resurrected and made a part of this agreement as of the effective date of such law.

ARTICLE XV: MISCELLANEOUS PROVISIONS (Continued)

- I. It is understood and agreed that the Board shall have sole and absolute discretion to determine who, if anyone, is entitled to be placed upon the executive secretary salary guide. The Board shall be under no obligation to place any secretary upon the executive secretary salary guide. Any refusal by the Board to place any secretary on the executive secretary salary guide shall not be subject to grievance or arbitration under the terms of this contract and shall not entitle the Association to any remedy by action instituted before the Commissioner of Education of the State of New Jersey or in any court of law or otherwise. No refusal by the Board to place any secretary on the executive secretary salary guide shall be challenged as arbitrary, capricious, or unreasonable by the Association and the refusal by the Board to place any secretary on the executive secretary salary guide shall not render the executive secretary salary guide an illusory benefit. The Association acknowledges that the only reason the Board of Education has agreed in negotiations to leave the executive secretary salary guide in the contract is if the Association agrees that the Board shall never be obligated to place any person on such guide and shall never be challenged by the Association for a refusal to do so.

ARTICLE XVI: AMENDMENT AND DURATION OF CONTRACT

- A. In the negotiations leading to the signing of this contract, all parties interested had the right and opportunity to discuss all matters which may be the subject of collective bargaining. This agreement constitutes the entire understanding of the parties. During the term of this agreement neither party shall be obligated to bargain with respect to any subject or matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either party at the time of negotiation or execution of this agreement.
- B. 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.
- C. This agreement shall remain in full force and effect from July 1, 1986 to June 30, 1988.

Signed and accepted this

BOARD

ASSOCIATION

Signed

Richard Jones

Signed _____

Date:

Feb. 2, 1987

Date _____

TECHNICIANS, AIDES, SECRETARIESSALARIES

	<u>1986/87</u>	<u>1987/88</u>
Tuthill, Maynard	10.32	11.27
Madden, Jean	10.32	11.22
Franssen, Lee	8.46	9.20
LaBella, Judith	8.86	9.64
Flaig, Elizabeth	7.99	8.69
Schneider, Barbara	8.06	8.77
Braun, Dot	7.75	8.43
Geoghegan, Marie	9.73	10.58
Lubrani, Barbara	9.40	10.22
King, Carolyn	5.67	6.17
Vistoski, Lorraine	14,093	15,326
Cornelius, Phyllis	17,437	18,963
Eckenrod, Nancy	15,202	16,532
Esterkin, Iris	20,133	21,895
Jud, Joan	15,763	17,142
Vogel, Lucia	11,362	12,356
Schaffer, Irene	16,311	17,738
Smith, Virginia	15,475	16,829
Wille, Anna	17,977	19,550
Hodge, Myrona	15,212	16,543