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AGREEMENT

between

WAYNE BOARD OF EDUCATION

and

WAYNE ASSOCIATION OF EDUCATIONAL SECRETARIES

from

July 1, 1973

to

June 30, 1975

PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix A attached hereto and made a part hereof, except for the following four categories pending a unit clarification from Public Employee Relations Commission: Secretary to Superintendent, Accounts Supervisor, Data Processing Supervisor, Federal Aid Coordinator.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- C. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- D. 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. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively.

ARTICLE I

RECOGNITION

- A. Unit
The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or a per diem basis, employed as set forth in Paragraph A, PRINCIPLES.
- B. Definition of Employee
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

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 303, P.L. of N.J. 1968, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. Not later than October 30, 1974, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within two weeks after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law or Board policy 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 loss in pay.

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. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved person

An "aggrieved person" is the person or persons making the claim.

3. Party in interest

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

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

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.

2. Year end grievances

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 herein may 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.

Article III

Grievance Procedure

3. Level one - principal or immediate superior - Listed in Appendix A

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level two - superintendent

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she shall file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

5. Level three - board of education

(a) If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, she shall, within five (5) school days after a decision by the superintendent, or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education.

(b) Within ten (10) school days after such written notice of submission to the Board of Education, the grievance shall be submitted to a conference meeting with the Board of Education Committee consisting of three members of the Board, the Principal or Administrator, the Association Grievance Committee, the aggrieved employee and the Superintendent or Assistant Superintendent.

6. Level four - arbitration

(a) If the aggrieved person is not satisfied with the disposition of her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, she shall, within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

Article III

Grievance Procedure

6. Level four - arbitration

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory to both parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C. 6 (b) of this Article.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and association

Any aggrieved person may be prepresented at all stages of the grievance procedure by herself, or, at her option, by a representative selected or approved by herself. 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 stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Article III

Grievance Procedure

E. Miscellaneous

1. Group grievance

A grievance which affects a group or class of employees may be submitted by that group in writing to the superintendent directly and the processing of such grievance shall commence at Level 2. The group may process such a grievance through all levels of the grievance procedure. All of the aggrieved shall be identified and affix their signatures thereto.

2. Written decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of the Article.

3. Separate grievance file

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and hearings

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, heretofore referred to in this Article.

6. For clarification purposes the positions in this unit and the supervisor are listed under Appendix A.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color 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 employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association and its affiliates, her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Whenever any employee is required to appear before the Superintendent, Board, or their designee, concerning any matter which could adversely affect the continuation of that 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 the Association present to advise her and represent her during such meeting or interview. Any suspension of an employee pending charges shall be with pay at the discretion of the Board.

This situation does not apply to immediate superior-employee conferences.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board

Article V

Association Rights and Privileges

meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National 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. Degree of interference shall be determined by the superintendent.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be granted providing no conflict exists.
- E. The Association shall have the right to use school facilities and equipment, including typewriter, 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. If excessive damage occurs to the equipment through such use, the cost will be borne by the Association.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- H. Consistent with present and past Board policy affecting all visitors to the Wayne schools, the building principal or his designee will be notified of the presence of any W.A.E.S. officer within his building who is on pertinent W.A.E.S. business. No meetings of a formal nature may be called without the knowledge of the building principal.

ARTICLE VI

WORK SCHEDULE

A. Daily Work Hours

1. September 1 to June 30
 - a. All full time office personnel shall work 8 hours which shall include 45 minutes uninterrupted lunch hours.
 - b. The time shall be established depending on needs in each individual building.
2. Summer Hours July 1 to August 31
 - a. Full time office personnel shall work 7 hours with 30 minutes for lunch if lunch is taken in building, 7 hours 15 minutes if lunch is taken outside of building.
 - b. The time shall be established depending on the needs in each individual building.

B. Coffee Breaks

1. Two uninterrupted periods of 15 minutes (one in a.m , one in p.m.)
2. The times shall be standardized and mutually agreed upon by the employee and supervisor.

C. Overtime

1. Any employee requested to return to work after her regular hours or requested to work on a day when she is not regularly scheduled to work shall be compensated for a minimum of two hours of overtime pay and may be required to work two hours at the discretion of the supervisor.
2. All approved work performed by office personnel over 36½ hours per week shall be compensated at a rate of one and one half times the regular rate. Overtime work must have the prior approval of the Assistant Superintendent of Schools, and shall be defined to mean any time spent either before or after daily work hours, or on days other than those in the regular work week or regular work year.
3. For the purpose of determining the 36½ hours, the following shall count as full working days:
 - a. Holidays
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves.

Unapproved absences shall not receive credit for overtime purposes.

Article VI

D. Vacations

1. A year shall be defined as beginning July 1 and ending June 30.
2. Employees shall be eligible for vacations on the following basis:
 - a. First year personnel - One working day for each full month of service up to a maximum of 10 working days.
 - b. Over one year but less than 5 years of service - 10 working days.
 - c. Over 5 years but less than 10 years of service - 15 working days.
 - d. Over 10 years but less than 15 years of service - 20 working days.
 - e. Over 15 years - 25 working days. The five days additional vacation will be taken as one day holidays with the permission of the employee's supervisor. These days may not be taken prior to or immediately following a regularly scheduled vacation without the permission of the immediate supervisor and the Superintendent.
3. It is understood that the first two weeks in August must be used as vacation time for all office personnel at the discretion of the Superintendent of Schools.

E. Holidays

1. Holidays shall be the same as teachers except Christmas, Winter and vacations, when secretaries shall work half of their normal time.
2. The Superintendent of Schools will declare two types of snow days:
 - a. closing of schools, excusing all secretaries.
 - b. closing of schools, requiring all secretaries to report at 10:00 a.m, with a deduction of pay for absentee secretaries.
3. Holidays will include the legal holidays of July 4 and Labor Day.

ARTICLE VII

EMPLOYMENT PROCEDURES

A. Non-certificated personnel

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee, except in an emergency.

B. Placement on Salary Schedule

1. Adjustment to salary schedule

Each employee shall be placed on her proper step of the salary schedule as of the beginning of the 73-74 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

2. Classifications

The Board of Education shall consider suggestions for change in classification as presented by the WAES in conjunction with an Administrative Committee to be composed of administrators from all levels. The decision of the Board of Education shall be given in writing within ninety (90) days of submission.

C. Resignation

1. An employee who is resigning from her position shall give four (4) weeks 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 four 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, twenty full working days shall be used in calculating the amount of notice given to the employer.

D. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year not later than May 1, providing negotiations have been completed by said date. The Association agrees that the Board shall have one week to prepare such notification.

Article VII

Employment Procedures

E. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.

F. Use of Employee Car for School Business

An employee shall not be required to use her car for Board business. An employee may do so voluntarily, however, with the advance approval of her principal or immediate supervisor. She shall be compensated for overtime plus mileage at the rate of 12 cents per mile for the use of her own automobile.

G. Attendance at Workshops, Conferences and Seminars

The Board recognizes that it shares with its office staff responsibility for the up-grading and up-dating of performance and attitudes.

1. The Board shall provide for the payment of registration fees and mileage for school secretaries who choose to attend Secretarial Workshops, Conferences and Seminars during the school year, upon recommendation of School Business Administrator, subject to approval of the Board of Education.

ARTICLE VIII

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction. Requests shall be made within 15 working days of either the effective date of reduction rank or job classification or of the date on which the employee was formally notified.
- C. Any reduction in rank or job classification, regardless of compensation, may be subject to the grievance procedure.

ARTICLE IX

SALARIES

A. Salary Schedule

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

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

1. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position. Final evaluation of qualifications will be determined by the Director of Personnel.

B. Filing Requests

1. When vacancies occur in the school system, a notice of such vacancies shall be posted in each school as far in advance as practicable, and in no event less than two weeks before the final day when applications must be made. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or Director of Personnel within the time limit specified in the notice, and the Superintendent or Director of Personnel shall acknowledge promptly in writing the receipt of all such applications.
2. In the notice of vacancies in the school system, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. If previous experience is to be credited, it will be duly noted. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefor. A disagreement over the necessity for such changes may be subject to the grievance procedures set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. Criteria for Assignment

1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If any employee's request for transfer has been denied, a renewed or subsequent request made in the following school year may be granted under the conditions described above, unless there is no available position to which the employee can be transferred or an adequate replacement for the employee cannot be obtained.
2. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified employees already employed by the Board and when all other factors are substantially equal, length of service shall be the deciding factor. Each employee applicant not selected shall, upon request, receive a written explanation from the Superintendent or the Director of Personnel. Appointments shall be posted in the schools or by the giving of notification to the interested employees.

ARTICLE XI

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the employee to appraise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Procedure

Step 1.

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

Step 2.

Any complaint unresolved under Step One at the request of the employee or the complainant shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3.

Any complaint unresolved at Step Two may be submitted in writing by the complainant or the employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4.

Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5.

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee he shall forward the results of his investigation along with his recommendation in writing, to the Board and a copy to all parties concerned.

Article XI

Complaint Procedure

Step 6.

After receipt of the finding and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XII

EMPLOYEE FACILITIES AND EQUIPMENT

- A. All employees where applicable will be provided with the appropriate equipment necessary to do a high quality of work, within the discretion of the Board.
 - a. All typewriters electric and replaced when necessary.
 - b. All reproduction equipment (mimeo, spirit duplicator) electric.
 - c. Proper closet for personal things.
 - d. Use of lavatory facilities other than those of students.
 - e. Comfortable chairs (reasonable).
 - f. Appropriate facilities in which to eat lunch and spend coffee break time separate from students and own work area.
 - g. Adequate lighting and general appropriate office environment.

ARTICLE XIII

ABSENCES

- A. Sick Leave
 - 1. All office personnel shall be entitled to 12 sick leave days each year as of July 1 of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - 2. Employees shall be given a written accounting of accumulated sick leave days not later than October 1 of each school year.
- B. Personal Leave
 - 1. Compensated personal leave days shall be granted under the guidelines adopted by the Personal Leave Committee and approved by the Board of Education.

ARTICLE XIV

INSURANCE PROTECTION

The Board and the W.A.E.S. agree that the insurance coverages hereinafter referred to shall be provided in the manner hereinafter set forth commencing July 1, 1973:

1. Individual employee coverage (Blue Cross and Blue Shield with Rider J) for all W.A.E.S. members - all premiums to be paid by the Board.
2. Individual employee Major Medical coverage, Prudential Insurance Company, covering all W.A.E.S. members with premium payments in full to be paid by the Board.
3. Family Plan (Blue Cross, Blue Shield with Rider J and Major Medical)- all costs to be paid by the Board.
4. In the event of a change of insurance carrier or carriers, the coverage provided by the new carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for, and shall be done with the approval of the W.A.E.S.

ARTICLE XV

PERSONAL FREEDOM

- A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the workday.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law.

ARTICLE XVI

DEDUCTION FROM SALARY

- A. Association Payroll Dues Deduction
 1. The Board agrees to deduct from the salaries of its employees dues for the W.A.E.S., the New Jersey Education Association and 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 52:15-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to such person as may from time to time be designated by the W.A.E.S. by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

Article XVI

Deduction from Salary

2. 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.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

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.

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 otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date, unless same constitutes existing Board policy.

D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall 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.

Article XVII

Miscellaneous Provisions

E. 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.

F. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board 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.

G. 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 50 Nellis Drive, Wayne, N.J.
2. If by Board, to Association at Mountain View School, Boonton Road, Wayne, N.J.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II.* This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

* If the provision concerning "snow days" proves unworkable in the first year of the contract, the Association may reopen negotiations on this item for the second year.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

WAYNE ASSOCIATION OF EDUCATIONAL SECRETARIES

By *Robert C. Lovelace*
President

By *Elaine Bucinaky*
Secretary

Date *July 25, 1973*

WAYNE BOARD OF EDUCATION

By *Robert B. Stevens*
President

By *Donald Schire*
Secretary

Date *July 25, 1973*

APPENDIX A

POSITIONS AND SUPERVISORS

OFFICE PERSONNEL

Secretary to Superintendent
Accounts Supervisor
Data Processing Supervisor
Federal Aid Coordinator
Secretary to Asst. Superintendent
Secretarial Pool Coordinator
Full Charge Bookkeeper
Secretary to School Business
Administrator
Secretary to Director
Secretary to Principal
Payroll
Accounts Payable
General Secretary-Business Office
Data Processing Machine Operator
Coordinators' Secretary
Secretary to Cafeteria Director
Secretary - Junior & Senior
High Schools
Guidance Secretary - Junior &
Senior High Schools
Secretary to Plant Manager
Personnel Records Clerk
Transportation Secretary
Switchboard Operator
Accounts Payable Clerk
Data Processing Machine Clerk
Secretary to Federal Aid Coordinator
Secretarial Pool
Secretary to Psychologists
Secretarial Pool

Secretary to Director of Adult
Education
Clerk - Media Center
Clerk - School Library
Clerk - Plant Manager
Clerk - Cafeteria
Substitute Secretary
Clerk - Personnel

SUPERVISORS

Superintendent of Schools
Asst. to School Business Administrator
Director of Personnel
Assistant Superintendent
Assistant Superintendent
Secretary to Superintendent
Asst. to School Business Administrator
School Business Administrator

Director
Principal
Asst. to School Business Administrator
" " " " "
" " " " "
Data Processing Supervisor
Director of Secondary Education
Cafeteria Director
Principal

Principal

Plant Manager
Director of Personnel
Transportation Supervisor
Secretary to Superintendent
Asst. to School Business Administrator
Data Processing Supervisor
Federal Aid Coordinator
Secretary to Superintendent
Director of Special Services
Coordinator of Multiple-Handicapped
Center and Children's Shelter
Director of Adult Education

Coordinator of Media Center
Principal
Plant Manager
Cafeteria Director
Director of Personnel
" " "

APPENDIX "B"

OFFICE PERSONNEL SALARY GUIDE

1973-74

<u>Step</u>	<u>Secy. to Supt.</u>	<u>Super- visors</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>	<u>Grade V</u>
1	\$8625	\$8403	\$5882	\$5659	\$5448	\$5232	\$5015
2	8857	8635	6247	6012	5784	5555	5320
3	9160	8939	6629	6382	6134	5890	5638
4	9520	9299	7012	6751	6483	6224	5957
5	9949	9727	7393	7114	6834	6555	6441
6			7776	7483	7184	6892	
7			8158	7846	7534	7224	
8			8540	8216	7886	7561	
9			8922	8580	8236	7893	
10			9371	9014	8652	8288	

In addition to regular salary, for professional standards certificates as follows: \$200 for Basic (formerly Grades 1, 2 and 3). \$300 for Associate Professional (formerly Grades 4 and 5). \$400 for Advanced, Professional, Masters (formerly Grades 6, 7, 8 and 9).

APPENDIX "B"

OFFICE PERSONNEL SALARY GUIDE

1974-75

<u>Step</u>	<u>Secy. to Supt.</u>	<u>Super- visors</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>	<u>Grade V</u>
1	\$8875	\$8653	\$6132	\$5909	\$5698	\$5482	\$5265
2	9107	8885	6497	6262	6034	5805	5570
3	9410	9189	6879	6632	6384	6140	5888
4	9770	9549	7262	7001	6733	6474	6207
5	10249	10027	7643	7364	7084	6805	6741
6			8026	7733	7434	7142	
7			8408	8096	7784	7474	
8			8790	8466	8136	7811	
9			9172	8830	8486	8143	
10			9671	9314	8952	8588	

In addition to regular salary, for professional standards certificates as follows: \$200 for Basic (formerly Grades 1, 2 and 3). \$300 for Associate Professional (formerly Grades 4 and 5). \$400 for Advanced, Professional, Masters (formerly Grades 6, 7, 8 and 9).