

AGREEMENT

between

THE WAYNE BOARD OF EDUCATION

and

CAREER RESOURCE AIDES

SCHOOL YEARS

1985-1986

1986-1987

1987-1988

X Effective July 1, 1985 - June 30, 1988

Approved by the Wayne
Board of Education

July 11, 1985

PREAMBLE

This Agreement entered into this 11th day of July 1985, by and between the Board of Education of the Township of Wayne, New Jersey, hereinafter called the "Board," and the Wayne Career Resource Aides Association, hereinafter called the "Association."

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Career Resource Aides.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board agrees to enter into negotiations for a successor agreement in accordance with the requirements of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13-5.3, et. seq.
- B. 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.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by the Association based upon an alleged violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

2. School Days

"School Days" shall mean regular employee work days.

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. Level One--Principal or Immediate Supervisor

- a. An employee with a grievance shall first discuss it with his/her Principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally, within twenty-five (25) days of the alleged violation.

2. Level Two--Superintendent or Authorized Designee

- a. If the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within fifteen (15) school days after the presentation of the grievance, the Association shall refer it to the Superintendent of Schools within five (5) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner.

3. Level Three--Board of Education

- a. If the Association is not satisfied with the written disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after completion of the hearing in Level Two above, the Association may submit the grievance to the Board of Education within ten (10) school days after the written disposition of the grievance at Level Two or if no written decision has been rendered within thirty-five (35) school days of its presentation at Level Two.
- b. Within thirty (30) calendar days after a receipt of such appeal, the Board shall hold a hearing on the grievance with the employee and the employee representative(s). The hearing shall be conducted in executive session.
- c. Within fifteen (15) calendar days after the conclusion of the hearing, the Board shall render a written decision on the grievance.

D. Right of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected or approved by them. When an employee is not represented by the Association, the Association shall be informed and 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, by any member of the Administration or by any member of the Association 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 IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. 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.
- B. The Association shall have the right to request the use of 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 may be granted providing no conflict exists.
- C. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary except that interschool mail may not be used to distribute election literature.

ARTICLE V

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule "A" below.

SCHEDULE A

STEP	HOURLY RATE		
	<u>1985-1986</u>	<u>1986-1987</u>	<u>1987-1988</u>
1	4.75	5.05	5.40
2	5.80	6.15	6.60
3	6.85	7.30	7.85

Effective July 1, 1985 through June 30, 1988.

ARTICLE VI

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

Each employee shall be placed on their proper step of the salary guide as of the beginning of each 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.

B. Notification of Contract and Salary

The Board will use its best efforts to notify employees of their contract and salary status for the ensuing year by April 30, but not later than June 30, providing negotiations have been completed by said dates. The Association agrees that the Board shall have seven (7) days to prepare such notification.

ARTICLE VII

BEREAVEMENT LEAVE

- A. All employees shall be granted three (3) days with pay in the event of a death of a spouse, child, parent, grandparent, brother, sister, grandchild, in law or any other member of the immediate household.

ARTICLE VIII

SICK LEAVE

- A. 1. All employees shall be entitled to three (3) sick leave days each school year as of the first official day of said school year. Those persons employed after the beginning of the school year shall be entitled to a proportionate amount of sick leave. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. An accounting of accumulated sick leave will be available to any employee after October 1, upon request, by the Business Office.

ARTICLE IX

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. 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.

C. 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 to the following addresses:

1. If by Association to Board at 50 Nellis Drive, Wayne, N.J. 07470
2. If by Board to Association at 272 Berdan Avenue, Wayne, N.J. 07470

ARTICLE X

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1988, 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.

B. 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 this 11th day of July 1985.

WAYNE CAREER RESOURCE
AIDES ASSOCIATION

WAYNE BOARD OF
EDUCATION

By *Shirley D. Petersen*
President

By *Michael J. Keane 7/11/85*
President

By *Letsey F. Melley*
Secretary

By *Inge J. Hall*
Secretary