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AGREEMENT

1974-1975

EDGEWATER PARK BOARD OF EDUCATION

and

EDGEWATER PARK TRANSPORTATION ASSOCIATION

*

Burlington County

Ratified by: E.P.T.A.
Date: June 26, 1974

Ratified by: Board of Education
Date:

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PREAMBLE

This agreement entered into this 26th day of June, 1974, by and between the Board of Education of Edgewater Park, the city of Edgewater Park, New Jersey, hereinafter called the "Board" and the Edgewater Park Transportation Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

- A. Pursuant to Chapter 303, the Board hereby recognizes the Transportation Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all drivers.
- 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:

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303 Public Laws 1968, in good faith. Such negotiations should begin not later than October 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- B. During negotiation, the Board and the Association shall permit relevant data, exchange points of view and make proposals and counter-proposals. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Employees names, salaries, and step on guide, and any anticipated state and federal funds.

- 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 any part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision which is violative of either Board Policy or this agreement and adversely affects her. A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) days of the time the employee knew or should reasonably have known its occurrence.
- B. As used in this Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance.
- C. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at this step.
- E. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- F. 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 expediate the process. The time limits specified may be extended by mutual agreement.

- G. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.
- H. When an "employee" is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.
- I. Level one - any employee who has a grievance shall discuss it first with his principal, or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.
- J. Level two - if as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his grievance in writing to his supervisor on the grievance forms provided. The supervisor shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.
- K. Level three - the employee, no later than five (5) school days after receipt of the supervisor's decision, may appeal the Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Supervisor as specified above, and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Supervisor.
- L. Level four - if the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within 45 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

- M. Level five - no claim by an employee shall constitute a grievable matter beyond level four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone (e) any complaint of a non-tenure employee which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education, was known.

An employee, in order to process his grievance beyond Level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

- N. The following procedure will be used to secure the services of an arbitrator.

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding upon the parties. Only the Board, the aggrieved, his

representatives and the Association shall be given copies of the arbitrator's report and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. If requested by either of the parties, the arbitrator will first decide the question or arbitrability of the issue prior to entering into a hearing concerning the dispute.

- Q. Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.
- P. Each party shall bear the total cost incurred by themselves.
- Q. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- R. When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) the relief sought by the grievant.
- S. The Transportation Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Transportation Association, in consideration of the value of this agreement and its terms and conditions, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement for the duration of this agreement.

ARTICLE 4

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, the Board shall not discriminate against any employee for participation in the Association or its affiliates.
- B. Except for just cause, an employee shall not be disciplined.
- C. Whenever any employee is required to appear for a formal hearing before the Superintendent, Board, or any Committee or Member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employee in his office, position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay.
- D. No employee shall be prevented from wearing appropriate pins or other identification of membership in the Association or its affiliates.

- E. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Employees" names, salaries, and step on guide, and any anticipated state and federal funds.
- B. Whenever any representative of the Edgewater Park Transportation Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. A request to the principal of the building in question shall be made in advance of the time and place of all such meetings.
- D. The Association shall have the right to reasonable use of school equipment, including typewriters, mimeograph machines, other duplicating equipment, adding 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 repairs necessitated as a result thereof.
- E. The Association shall have the right to use the inter-office mail facilities and school mail boxes as it deems necessary with the approval of the superintendent and/or principal. Such approval shall not be unreasonably withheld.

ARTICLE 6

WORK SCHEDULE

- A. Daily Work Hours (Drivers)
1. Bus drivers shall work a minimum of three (3) hours per day, not to exceed three (3) hours thirty (30) minutes. They shall perform the necessary safety checks, but shall not be required to perform checks under the hood. Drivers will sweep the interior of the bus.

2. Small vehicle drivers shall be employed on an hourly basis.
3. Drivers required to work beyond their normal work day shall be compensated at the hourly rate.

ARTICLE 7

DRIVER WORK YEAR

The driver work year shall be from September 1st to June 30th.

ARTICLE 8

EMPLOYMENT PROCEDURES

- A. The Board shall determine whether or not a new contract will be offered to an employee following the recommendation of the Superintendent. Should the board choose not to offer a new contract, the Superintendent shall so advise the employee.

The employee has the privilege of making an appeal, within 15 days, upon termination to the Superintendent or his designee. The Superintendent or his designee shall make a determination in writing within 15 days after receiving the appeal.

- B. Resignation

An employee who is resigning from his position shall give 30 day notice.

- C. Employees shall be notified of their contract salary status for the ensuing year no later than March 30.

- D. Seniority

1. Newly hired employees shall be considered on a trial basis for a period of thirty (30) calendar days from the first work day.
2. During the term of the thirty (30) day probationary period, such employee shall be entitled to all rights and privileges of this agreement, except with respect to discharge. Such employees may be terminated any time during this period of thirty (30) days for reasonable and just cause without recourse whatsoever, and without resort to the grievance procedure provided herein. After completion of this thirty (30) day trial period, seniority shall be effective as of the original date of the beginning of the

- E. Layoff and Recall Procedure (See Appendix B)

probationary period. When an employee is hired for a position and due to the monthly nature of regular school board meetings formal hiring is delayed, the probationary period shall begin with the employee's original starting date.

3. Seniority shall mean length of continuous service with the employer and shall be cumulative on a district wide basis.
4. An employee shall lose all seniority rights for any one or more of the following reasons:
 - a. Voluntary resignation.
 - b. Discharge for just cause after fair and impartial hearing.
 - c. Failure to return to work within ten (10) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident.
(The employer may require substantiating proof of illness or accident.)
 - d. Layoff for a continuous period of more than two (2) years.
5. In the event two (2) or more employees have begun work on the same day and therefore have equal seniority the following procedure shall be used to establish seniority:
 - a. The supervisor shall rate those employees who are tied on the following basis:
 - (1) Driving record - including such items as; the completion of a defensive driving course, safety record (only chargeable driving offenses would count against) previous driving experience, and other items as decided by the Supervisor and the Association.
 - (2) Attendance record - including lateness and absence.
 - (3) Supervisor evaluation - evaluation prepared by the Supervisor for each employee during the year.
 - b. An employee shall have the right to see his or her seniority rating and may present information he or she considers relevant to the rating.

ARTICLE 9

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 not later than fifteen (15) days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified.

ARTICLE 10

SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.
1. Each employee employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
 2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their checks on the last previous working day.

ARTICLE 11

VOLUNTARY TRANSFERS & REASSIGNMENTS

- A. All vacancies shall be adequately published by the Superintendent in accordance with the following procedures:
1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications are to be submitted. A copy of said notice shall be given to the employees at the time of posting. Employees who desire to apply for such vacancies shall submit their request in writing to the Superintendent within a time limit specified in the notice and the Superintendent shall acknowledge receipt of applications.
 2. Employees who desire to apply for a vacancy which may be filled during the summer period when the school is not regularly in session, shall submit their names to the Superintendent together with the position for which they desire to apply. The Superintendent shall give a copy of the list of vacancies to each employee.

ARTICLE 12

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.

1. A notice shall be posted in each school as far in advance as practicable. Ordinarily applications will be accepted for 30 days prior to the appointment. In no event will applications be accepted for less than 15 days prior to the appointment. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit, as posted in the notice. Employees on vacation when a vacancy is posted shall be granted additional days to submit an application but in no case to exceed a maximum of 30 days from posted date.
2. The board agrees to give due consideration to the background and attainments of all applicants and other relevant factors such as, the length of service in Edgewater Park. An employee not selected may request a meeting with the supervisor. Appointments shall be posted in the schools.

ARTICLE 13

EMPLOYEE EVALUATION

- A. A formal evaluation form will be developed by the supervisory staff and the Association and approved by the Superintendent of Schools.
- B. Employees shall be evaluated by their Supervisor at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior.
- C. An employee shall have the right, upon requests to review the contents of his personal file. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The decision of the superintendent shall be final.

- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personal file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has reviewed the material by affixing his signature to the copy with the understanding that such signatures 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 have it attached to the file copy.
- E. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

ARTICLE 14

EMPLOYEE FACILITIES AND EQUIPMENT

Each driver shall be reimbursed, up to \$20.00 per year, by the Board for the maintenance of work clothing. The employee shall present proof of purchase to his immediate supervisor and fill out the proper forms.

ARTICLE 15

EMPLOYEE - ADMINISTRATION LIAISON

- A. The Association's representatives shall meet with their supervisor at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this agreement.
- B. The Association's representatives may upon request meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE 16

SICK LEAVE

- A. As of September 1, 1974 all 10 month employees shall be entitled to ten (1) sick days each school year and all 12 month employees shall be entitled to twelve (12) sick leave days per year. Such leave is authorized as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.

1. If accumulated sick leave is used up, an employee shall receive the difference between the contract salary and the substitutes pay for the duration of the year. (July 1 - June 30).
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE 17

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the contract (July 1), employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Four (4) days leave of absence for personal and/or religious reasons which require absence during school hours. However, personal leave days shall not be utilized to extend vacation periods and/or holidays. Application to the employee's superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

Personal
Leave
2. All employees, upon application for permission, shall be entitled to five days off with full pay in the event of each death in the immediate family. The immediate family shall mean father, mother, wife, husband, child, brother, sister, each grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and anyone domiciled in the home. All employees upon application for permission shall be entitled to one day off with full pay in the event of death of nephews, nieces, uncles, and aunts.

Death
in
Family
3. Other leaves of absence without pay may be granted by the Board for good reason.

Good

ARTICLE 18

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

ARTICLE 19

INSURANCE PROTECTION

- A. The Board agrees to grant to all full time employees covered under this Agreement the Blue Cross/Blue Shield coverage granted to the teachers employed in Edgewater Park. Such benefits are to become effective July 1, 1974. All regular part-time employees covered by this contract, working the minimum of twenty (20) hours per week, shall receive Blue Cross/Blue Shield coverage granted the teachers employed in Edgewater Park. Such benefits are to become effective November 1, 1974.

ARTICLE 20

DEDUCTION FROM SALARY

- A. The Board agrees to deduct Association membership dues in accordance with present practice and state law relative to this matter.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and given them full force and effect as though they were Board and Association Policy.
- B. Pursuant to Chapter 303, Public Laws 1968, State of New Jersey: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established".
- C. 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.
- D. 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.

- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. Copying of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all employees employed by the Board.
- G. Whenever any notice is required to be given by either of the said 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 Superintendent of Edgewater Park Township Schools, 300 Delanco Road, P.O. Beverly, N.J.
 2. If by Board, to Association at: President of Association
Magowan School
Washington & Cherrix Aves.
P.O. Beverly, N.J.
- H. Those drivers employed for the 73-74 school year, but laid off for the 1974-75 school year shall be entitled to the seniority and layoff procedures of this contract.

ARTICLE 22

DURATION OF AGREEMENT

- A. It is agreed between the parties that this contract shall be effective for the period July 1, 1974 through June 30, 1975. 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, all on the day and year first above written.

ASSOCIATION

BY _____
President

BY _____
Secretary

BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

APPENDIX A

The contracted bus drivers' salary is \$2300.00 per year; an additional \$100. will be paid for two consecutive years in E.P.T.S.S. Small vehicle or hourly drivers shall receive \$3.40 per hour. Field trips shall be compensated at the rate of \$3.40 per hour.

1. \$2300.00
2. \$2300.00
3. or more \$2400.00.

APPENDIX B

Layoff and Recall Procedure

1. If a reduction of the office staff is necessary due to economic reasons as determined solely by employer, the following procedure shall be followed:
 - a. The employee with the least amount of district seniority within the affected classification will be the first laid off from the job but he may replace a less senior employee in any classification provided he has the qualifications to satisfactorily perform the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move and replace employees having the least seniority in any classification providing such employee has the necessary qualifications and seniority to perform the job.
 - b. Notice of layoff to employees shall be given no later than two (2) weeks prior to effective date of layoff.
 - c. A laid off employee shall be placed on a recall list for a period of two (2) years from date of layoff, except as defined under Seniority, Paragraph "D".
 - d. The employer, upon rehiring shall do so in the inverse order of seniority. He shall rehire the last employee laid off providing, however, that such employee has the qualifications for the position for which he is rehiring. Under no circumstances shall the employer hire from the open market while employees on the recall list are qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.
 - e. An employee recalled and reinstated to his former position shall receive his former rate of pay in addition to any wage increases which were applied to his classification during the period he was on the recall list. Upon recall from layoff prior seniority shall be reinstated.

APPENDIX B (Continued)

- f. Any notice of re-employment to an employee who has been laid off shall be made by registered mail, return receipt, to the last known address of such laid off employee.
- g. Unless said employee notifies employer in writing within ten (10) days of receipt of said notice that he desires to return, he shall forfeit all rights hereunder.