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Nudson County

AGREEMENT

BETWEEN THE

West New York
Board of Education

AND THE

West New York
Education Association

LIBRARY
Institute of Management and
Labor Relations

APR 25 1975

RUTGERS UNIVERSITY



COVERING THE PERIOD

JULY 1, 1974 TO JUNE 30, 1976

Custodial / Clerical

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PREAMBLE

This Agreement entered into this 1st day of July 1974, by and between the Board of Education of West New York, the Town of West New York, New Jersey, hereinafter called the "Board" and the West New York Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the West New York School District is their mutual aim, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for personnel whether under contract, on leave, employed or to be employed by the Board, including:

Head Custodians
Custodians
Maintenance Men
Bus Drivers

B. Unless otherwise indicated, the term "custodians", 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 male employees shall include female employees.

ARTICLE II

Negotiations Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 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 signed by the Board and the Association, and be adopted by the Board.

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 all pertinent records, data, and information of the West New York School District.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be scheduled to take place when the members of the Association involved are free from assigned responsibilities, unless otherwise agreed.

4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective 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 benefit existing prior to its effective date.

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.

G. 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.

H. 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.

ARTICLE III

Grievance Procedure

A. Definitions

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or 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 this 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the building principal or immediate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Formal Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days for filing and processing at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified for processing may, however, be extended by mutual agreement. The aggrieved has thirty (30) school days from the date of the event or the condition occurred, or from the time that he had reasonable knowledge or was expected to have had known about the event or condition, to register his grievance.

2. In the event a grievance is filed at such time that it cannot be processed through all 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 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. Level One

An employee with a grievance shall first discuss it with his head custodian if he is a custodian, or his foreman if he is a maintenance worker, either directly or through the Association's designated representative, with the objective of resolving the matter.

4. 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) calendar days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) calendar days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the Association shall, in the case of a custodian, submit the grievance to the principal, and, in the case of a maintenance man and a bus driver, submit the grievance to the business manager.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) calendar days

after the grievance was delivered, he may, within five (5) calendar days after a decision or fifteen (15) school days after the grievance was delivered, whichever is sooner, request, in writing, that the Association submit his grievance to the next step.

(b) If the custodian is not satisfied with the decision rendered by the Principal, he shall request, in writing, that the Association submit his grievance to the Business Manager. If no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Business Manager, he may, within five (5) calendar days after a decision by the Business Manager or fifteen (15) school days after the grievance was delivered, whichever is sooner, request, in writing, that the Association submit his grievance to the Board. The Board shall call a meeting within ten (10) school days. After said meeting, the Board shall render its decision.

6. Level Four

(a) If the aggrieved person is still not satisfied, he may, within five (5) school days, request, in writing, that the Association submit the grievance to arbitration. Within five (5) 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 or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission.

(b) 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 decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) 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 Employees to Representation

1. Any party in interest may be represented at all formal levels of the formal grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. 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 levels of the grievance procedure.

2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit each grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore 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 (b) of the ARTICLE.

3. 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 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. 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.

ARTICLE IV *Employee Rights*

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 any Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws 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 his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his 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 he 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, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

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 make available to the Association, in response to reasonable requests, from time to time, all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group health insurance premiums and experience figures, names and work stations of all non-certificated personnel, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, 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 participants 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. The principal of the building in question shall be notified in advance of the time and place of all such meetings and shall forward request form to Board Secretary for Board approval.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

G. In the event there is no Association Representative in any work location,

an authorized Representative from another work location may be designated authorized representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of the Association Representatives as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he works during his working hours.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees.

ARTICLE VI

Salary and Hours of Work

A. The salaries of all employees covered by this Agreement are set forth in Schedule A - B.

B. 1. The regular work week shall be Monday to Friday, 40 hours.

2. All hours over basic hours in any week or basic hours in one day shall be paid at 1½ times the basic hourly rate. The custodians and maintenance men shall receive time and one-half in addition to their base pay when called in on a paid holiday.

3. The men assigned to particular school buildings shall have preference for all overtime activities in said building, which shall be evenly distributed among these employees.

4. If a man is called in for overtime and that activity is cancelled the Board will pay for two (2) hours work.

C. Summer hours for all custodians shall be 7:30 a.m. to 1:30 p.m. with one (1) custodian remaining on duty until 4:00 p.m. No lunch hour shall be provided for 7:30 to 1:30 employees.

D. On those days which are considered as one session days, the custodial and maintenance staff shall work the full day.

E. On school holidays, the Summer Schedule shall be observed.

F. Custodians shall be paid double time for Sunday work for activities other than those scheduled by the Board of Education or the town of West New York.

ARTICLE VII

Transfer and Reassignment

A. Employees desiring a change in employment shall make their request in writing to the Business Manager. These requests shall be granted wherever possible, as soon as possible. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfer when positions become available.

B. Involuntary transfers will be made when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.

C. The Business Manager shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

ARTICLE VIII

Promotions and Salary Differential Positions

A. Notice of all promotional and/or salary differential positions shall be posted in each school within ten (10) days of: (a) receipt of letter of resignation, or (b) official Board action vacating a position or creating a new position within the school system.

B. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be posted at all work stations.

C. Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

D. All qualified personnel 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 attainment of all applicants.

ARTICLE IX

Sick Leave

A. Sick Leave Policy

1. Each employee who is on a yearly appointment or who is protected under tenure law shall be allowed twelve (12) days sick leave with full pay in each school year. If any such person requires in any school year less than twelve (12) days sick leave, all days of such sick leave not utilized shall be accumulated to be used for additional sick leave without loss of pay, as needed in subsequent years. Employees, not under tenure, shall suffer complete loss of pay when all current and accumulated sick days have been used.

2. In the event of illness of any employee who is under tenure, upon the expiration of the employee's sick days accumulated in the course of service, the employee shall have and sustain complete loss of pay for one week (five school days), and for the second week (five school days) of such continued illness, the employee shall have deducted from his or her pay the per diem salary of a replacement, if any.

3. After the expiration of the two (2) weeks period mentioned in paragraph 2, upon the concurrence of the Board's Medical Director in the recommendation of the attending physician that further absence from service is essential, the Board (having in mind the length of employment of such employee) shall grant further leave to such ill employee in accordance with the following schedule:

<i>Length of Employment</i>	<i>Additional Sick Days with Full Pay</i>	<i>Further Period of Payment Less Replacement's Pay (If used)</i>
Less than 10 years	40 days	10 days
Less than 20 years	60 days	20 days
20 years or more	80 days	30 days

The rate of pay for the periods mentioned in the schedule covering "Additional Sick Days with Full Pay" and covering "Further Period of Payment Less Replacement's Pay" shall be figured at 52 weeks per year.

4. After an employee has used or consumed all accumulated sick leave and the further two-week period hereinbefore mentioned and provided for and the period of service sick days pursuant to the before listed schedule and the designated period set up therein with provision less replacement's pay, the employee shall thereafter suffer full and complete loss of any pay until such time as he is able to return to service.

5. When an employee exhausts the rights under this policy, upon returning to work and service, he shall again be entitled to commence to accumulate annual sick leave at the rate of twelve (12) days a year and service sick days at the rate of four (4) days per year, commencing at the beginning of the next regular school year. Such service sick leave days will accumulate only until the person reaches his regular position as established in the schedule hereinabove set forth and not before the accumulation of forty (40) days of service sick leave, such employee shall again be entitled to all the benefits established by this Resolution.

ARTICLE X

Temporary Leaves of Absence

A. Members of the unit shall be entitled to the following temporary non-accumulative leaves of absence with pay:

1. Up to five (5) calendar days at any one time in the event of death of an employee's spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister and any other person whose regular residence is in the home of the employee. This leave shall commence with the first day of bereavement.

2. Time necessary for persons called into active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay less any pay which he receives from the state or federal governments.

B. Members of the unit may request the following temporary non-accumulative leaves of absence with full pay:

1. Up to two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during schools hours. Such personal days shall not be applied toward the extending of holiday periods or vacations.

2. Members of the unit shall be granted up to one (1) day in the event of death of an employee's relative outside the employee's immediate family as defined above. In the event of the death of an employee in the West New York school district, the principal or immediate superior of said employee shall grant to an appropriate number of employees sufficient time off to attend the funeral.

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

C. Leaves taken pursuant to Sections A and B shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XI

Extended Leaves of Absence

A. The Board agrees that up to two (2) members of the unit designated by the Association shall, upon request, be granted a leave of absence without pay for a minimum of one year, but not to exceed two years, for the purpose of engaging in activities of the Association or its affiliates.

B. Military leave without pay shall be granted to any member of the unit who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Other leaves of absence without pay may be granted by the Board for good reasons.

D. 1. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section A of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled to at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

E. All extensions or renewals of leaves shall be applied for in writing. If granted, notifications will be given in writing.

ARTICLE XII

Employee Improvement

A. In an attempt to provide the most efficient and economical work force possible the Board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is requested by the Administration to take.

2. To cooperate with the Association in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.

ARTICLE XIII

Insurance Protection

The Board shall continue the same insurance contract for all employees as outlined in the teachers contract.

ARTICLE XIV

Vacations

A. Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the

vacation period is outlined below:

0 - 1 year	—	2 weeks
1 - 5 years	—	3 weeks
Over 5 years	—	4 weeks

B. Wherever possible, seniority in the choice of vacations shall prevail. No employee hired prior to July 1, 1973, shall receive less than three (3) weeks vacation.

C. Anyone receiving the fourth week of vacation must take that week when school is in session with pupils in attendance.

D. When a vacation occurs in the summer time, pay will be received prior to the start of the vacation period provided the employee gives four weeks notice of his vacation time.

ARTICLE XV

Holidays

All employees shall be entitled to the following days off:

Independence Day	July 4
Labor Day	September 2
Columbus Day	October 14
Veterans' Day	October 28
Thanksgiving Day	November 28
Friday after Thanksgiving	November 29
Christmas Eve	December 23
Christmas Day	December 25
New Year's Eve	December 30
New Year's Day	January 1
Washington's Birthday	February 17
Good Friday	March 28
Memorial Day	May 26

ARTICLE XVI

Seniority and Job Security

A. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:

1. resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
2. is laid off for more than thirteen (13) consecutive calendar months.

B. In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved.

1. At least three (3) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said three (3) days, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be first assigned to the vacancies involved.

2. In the event that there is no such vacancy, then the laid-off employee shall, within said three-day period, be entitled to displace the appointed employee with the least seniority in the same classification in any other work location in the department, or, at his option, he may displace the appointed employee with the least seniority in a lesser classification provided the displaced employee has less seniority than he and provided he is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace. The displacing employee shall be paid the rate of pay of the position which he takes as above.

3. The department shall furnish to each such laid-off employee before said three-day period, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under Paragraph 2 above.

4. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights, as set forth in Paragraph 1 and 2 above.

C. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to follow procedures as outlined in Article VIII, Paragraph D.

D. In the event that within one (1) year from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his seniority.

E. Notice of recall shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as is

set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his accumulated seniority to the date of layoff.

G. Five (5) days' notice of layoff shall be given to appointed employees involved except where the appointed employee with the least seniority is displaced under Paragraph E thereof.

H. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article III hereof. In the event that no written grievance is filed within said time, the layoff or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

I. All notices of examinations for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each examination notice shall be sent to the Association.

ARTICLE XVII

Deductions from Salary

A. The Board agrees to deduct from the salaries of its employees dues for the Local Association, the County Education Association, the New Jersey Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Local Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

B. 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 XVIII

Miscellaneous

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

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective 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.

D. 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.

E. 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. 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 163-63rd Street, West New York, New Jersey.

2. If by Board, to Association at P.O. Box 165, West New York, New Jersey.

ARTICLE XIX

Duration

A. The provisions of this Agreement shall be effective as of July 1, 1974, and shall remain in full force and effect until June 30, 1976, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article II of this Agreement.

WEST NEW YORK
EDUCATION ASSOCIATION

By: Frank J. Cocuzza, President

By: Antoinette Lisa, Secretary

WEST NEW YORK
BOARD OF EDUCATION

By: John N. Kraljevich, President

By: John Courtney, Secretary

SCHEDULE A

Salary Guides 1974-1975 / 1975-1976

ELEMENTARY SCHOOL HEAD CUSTODIAN

There is a \$575.00 salary difference between the Elementary School Head Custodian and the regular Elementary School custodian.

HIGH SCHOOL HEAD CUSTODIAN

There is a \$1200.00 salary difference between the High School Head Custodian and the regular High School custodian.

LONGEVITY

After 10 years	\$250
After 15 years	Additional \$150
After 20 years	Additional \$150
After 30 years	Additional \$150
After 40 years	Additional \$150

Proposed Custodial/Maintenance Pay Schedules

1974 - 1975

Years of Experience	Custodial	Maintenance	Bus Drivers
0	\$5,680	\$6,200	\$4,800
1	5,980	6,500	5,100
2	6,280	6,800	5,400
3	6,580	7,100	5,700
4	6,880	7,400	6,000
5	7,180	7,700	6,300
6	7,480	8,000	6,600
7	7,780	8,300	6,900
8	8,080	8,634	7,200
9	8,680	9,234	7,500

[+ \$50. Clothing Allowance]

LONGEVITY

10 years	\$250
15 years	\$150
20 years	\$150
30 years	\$150
40 years	\$150

1975 - 1976

Years of Experience	Custodial	Bus Drivers	Maintenance
0	\$6,380	5,400	\$6,900
1	6,680	5,700	7,200
2	6,980	6,000	7,500
3	7,280	6,300	7,800
4	7,580	6,600	8,100
5	7,880	6,900	8,400
6	8,180	7,200	8,700
7	8,480	7,500	9,000
8	8,780	7,800	9,334
9	9,380	8,100	9,934

[+ \$50. Clothing Allowance]

SCHEDULE B
Salary Guides 1975-1976

Years of Experience	Salary
0	\$6,380
1	6,680
2	6,980
3	7,280
4	7,580
5	7,880
6	8,180
7	8,480
8	8,780
9	9,380

[+ \$50 Clothing Allowance]

MAINTENANCE MEN

Years of Experience	Salary
0	\$6,900
1	7,200
2	7,500
3	7,800
4	8,100
5	8,400
6	8,700
7	9,000
8	9,334
9	9,934

[+ \$50 Clothing Allowance]

The Board has the right to set the starting salary of skilled mechanics in the Maintenance Department when there is a need. Such salary shall not exceed the maximum salary as established by this Agreement.



