

Contract no. 1660

AGREEMENT

BETWEEN THE

**West New York
Board of Education**

AND THE

**West New York
Education Association**



COVERING THE PERIOD

JULY 1, 1989 to JUNE 30, 1992

Custodial / Clerical

ADOPTED BY

WEST NEW YORK BOARD OF EDUCATION

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
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CUSTODIAL CONTRACT

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PREAMBLE

This Agreement entered into this 1st day of July 1, 1989 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 N.J.S.A. 34:13A-1 et. seq., 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 1

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations 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

Bus Drivers
Maintenance Mechanics
Maintenance Persons

B. Unless otherwise indicated, the term "custodian", 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 employees by gender are intended to include both genders.

ARTICLE 2

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good-faith effort to reach agreement on all matters concerning the terms and condition of employment. Such negotiations shall begin not later than 120 days prior to budget submission date of 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.

ARTICLE 2
Negotiation Procedures

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 record, 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 1 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 of 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 3
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 supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the 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 the processing at each level should be considered as the 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 forty-five (45) school days from the date of the event or the condition occurred, or from the time that the person had reasonable knowledge or was expected to have known about the event or condition, to register a 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 full grievance procedure could 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 the head custodian if a custodian, or foreman if 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 the grievance at Level One or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, the custodian 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 person 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 the grievance at Level Two or if no decision has been rendered within ten (10) calendar days after the grievance was delivered, the grievant 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 the grievance to the next step.

(b) If the custodian is not satisfied with the decision rendered by the Principal, the custodian shall request, in writing that the Association submit the 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, the grievant 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 the grievance to the Board. At the next regular school board meeting (in no event later than thirty (30) days) a decision shall be rendered.

(c) At the request of either party, an informal meeting may be held between the Association President or designee and the Board President or designee prior to the formal meeting of the Board in an effort to resolve the grievance.

6. Level Four

(a) If the aggrieved person is still not satisfied, the grievant 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 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 commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission, or the American Arbitration Association, or the New Jersey Board of Mediation.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty-five (25) 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 the arbitrator. The arbitrator's decision shall be in writing and shall set forth the 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 the employee, or, at the employee's 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 for 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 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 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.

6. The decision to process grievances rests with the Association.

ARTICLE 4

Employee Rights

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., 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 membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the employee's 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 the employee 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 salary or any increments pertaining thereto then the employee 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 and represent the employee 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 5

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 participates during working hours in negotiations, grievance proceedings, conferences, or meetings the employee 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 the 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 letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of the Association Representative as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which the representative works during 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.

I. The Association President shall be given release time of one-half day every day to conduct Association business.

ARTICLE 6

Salary and Hours of Work

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

B. 1. The regular work week shall be Monday to Friday, 40 hours. Maintenance personnel work 35 hours per week and are paid based on a 40 hour work week. It is understood that the additional 5 hours shall be used by Maintenance Personnel for clean-up and/or traveling time. It is further agreed that all overtime is based on time worked over and above the 40 hour contract time, as described above, except maintenance personnel who shall be paid overtime after 35 hours.

2. All hours over basic hours in any week or basic hours in one day shall be paid $1\frac{1}{2}$ times the basic hourly rate. Employees shall receive time and one-half in addition to their base pay when called in on a paid holiday.

3. The custodial personnel 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 an employee is called in from home for overtime and that activity is cancelled the Board will pay for two (2) hours work at overtime rate.

C. Summer hours for all custodial and maintenance personnel 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, all employees shall work the full day.

E. On school holidays, the Summer Schedule shall be observed for custodial and maintenance personnel. Bus driver/drivers shall follow the school calendar for teachers.

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.

G. If entitled holiday occurs on ordinary non-work day, Board shall follow past practice of giving alternate day off.

H. Custodial and maintenance staff shall be notified of their salary status for the ensuing year no later than April 30.

I. The Board shall have discretion to assign custodians to consecutive 8 hour shifts (40 hr. week) between 7:00 A.M. and 11:00 P.M. This clause shall not apply to custodians hired prior to July 1, 1979.

J. Any custodian or bus driver hired after July 1, 1982, may be hired in shifts between the hours of 6:00 A.M. and 12:00 A.M. The Board shall have the right to employ at an hourly rate Bus Driver/Drivers assigned to a late shift. Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid 1½ time the basic hourly rate. The work week for hourly employed bus driver/drivers so assigned shall be Monday through Sunday.

K. Bus Driver/Drivers shall be ten (10) month employees whose work year shall commence the day after Labor Day and end on June 30th.

L. Any Employee who reports late to work on eight (8) occasions during a school year shall, on the occurrence of the eighth (8th) lateness, be docked one-half (½) days pay.

ARTICLE 7

Transfer and Reassignment

A. Employees desiring a change in employment shall make their request in writing to the Business Administrator. These requests shall be granted wherever possible, as soon as possible. If there are no vacancies available at that time, prior considerations shall be given to the individuals requesting transfer when position becomes 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 Administrator shall discuss the transfer with the employee and/or the employee's representative and shall make the final assignment in writing.

ARTICLE 8

Promotion 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 with the aforementioned ten (10) work days 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. In determining which employee shall be given preference, factors such as experience, skill and ability (physical and otherwise) to do the work required in the job without training, and length of employment shall be considered. All such applicants shall be considered and will be given a reply to their applications 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 consideration to the background and attainment of all applicants.

ARTICLE 9
Sick Leave/Terminal Leave

A. Sick Leave Policy

1. Each employee who is on a yearly appointment or who is protected under tenure law shall be allowed fourteen (14) days sick leave with full pay in each school year. If any such person requires in any school year less than fourteen (14) 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 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:

LENGTH OF EMPLOYMENT	ADDITIONAL SICK DAYS WITH FULL PAY	FURTHER PERIOD OF PAYMENT LESS REPLACEMENT'S PAY (IF USED)
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 the employee is able to return to service.

The above provisions all conform to N.J.S.A. 18A.30-1 et. seq.

5. When an employee exhausts the right under this policy, upon returning to work and service, the employee shall again be entitled to commence to accumulate annual sick leave at the rate of fourteen (14) 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 the 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.

6. When an employee exercises right under this policy upon returning to work and service the employee shall again be entitled to commence to accumulate annual sick leave at the rate of 14 days a year. In addition the employee shall accumulate service

sick days at the rate of 4 days per year commencing at the beginning of the next school year. The extended sick leave provision shall be in effect only after the employee has accumulated a minimum of 40 service sick days. It is expressly understood by the parties that an employee is not entitled to use these service sick days prior to the accumulation of the 40 days which may include any remaining service sick days.

B. Terminal Leave

1. The Board of Education agrees to amend its policy manual concerning terminal leave benefits upon retirement or death for non-instructional employees to reflect that said employees with more than ten (10) years of service but less than fifteen (15) years of service receive the aforesaid benefit on a pro-rated basis (e.g., a 14 year employee shall receive 14/15 of the terminal leave benefit.)

2. ~~Each employee upon retirement from the district, after fifteen (15) years of service, or in the event of death during service in the district, shall be compensated for all accumulated sick days at the following formula; up to a maximum of \$45,000.~~

~~Base Salary/300 days x Number of accumulated days/2~~

~~In the event an employee resigns from the school district, after fifteen (15) years of service, they shall be compensated at the previous formula for all accumulated sick days up to a maximum equal to (1) months salary.~~

ARTICLE 10

Temporary Leaves of Absence

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

1. a. Up to five (5) school 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. The Board may grant extra time due to extenuating circumstances.

b. Those individuals raised by other than natural parents shall also be entitled to the above named days in lieu of those granted for natural parents.

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 regular pay less any pay which was received from the state or federal government.

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

1. Up to three (3) days leave of absence for personal, legal business, household, or family matters which require absence during school hours. One of these days shall not accumulate as sick days. 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.

ARTICLE 11

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 the leave of absence commenced, including unused accumulated sick leave, shall be restored to the employee upon return, and the employee shall be assigned to the same position which was 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 12

Employee Improvement

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

1. To pay 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 course, workshops, and programs designed to improve the quality of work performed by its employees.

ARTICLE 13

Insurance protection

The Board shall continue the same insurance contract for all employees as outlined in the teacher's contract.

The Board may, at its discretion, continue to pay the cost of medical and prescription benefits for any employee suffering a catastrophic illness (illness incapacitating, catastrophic in nature and of substantial duration), who is on a Board approved medical leave, provided further that the employee shall provide medical documentation of such catastrophic illness, that the employee be confined to hospital or home under medical direction, or alternatively continues under medical restrictions which do not permit a return to service in the district, and must not be employed outside the school district.

ARTICLE 14

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.

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.

E. Any custodian or maintenance person hired after June 1, 1982, and employed for less than a full school year will receive vacation time prorated on the vacation schedule already in effect.

ARTICLE 15 *Holidays*

All employees shall be entitled to the following days off:

Independence Day
Labor Day
Columbus Day
Veterans' day
Election Day (General Election Only)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Martin Luther King Day

One employee, each day, will be excused to attend the NJEA convention.

ARTICLE 16 *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 the employee:

1. resigns or is discharged for cause, irrespective of whether 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 the employee's classification in the department in which the employee holds an appointment, for the purpose of giving the employee an opportunity, to be exercised within said three (3) days, to fill such vacancy. If the employee requests appointment to such vacancy, the employee shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, the employee 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 assignment, 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 the 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 the employee's option, the employee may displace the appointed employee with the least seniority in a lesser classification provided the displaced employee has less seniority than the employee and provided the employee 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 the employee takes as above.

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

4. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of displacement to exercise seniority rights, as set forth in Sections 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 resulting in their displacing other employees shall be entitled to follow procedures as outlined in Article 8, Section D.

D. In the event that within one (1) year from the date of lay-off a vacancy occurs in the classification of the employee's last appointment in the department from which the employee is 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 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 the employee desires to return to the work involved in the recall. If the employee fails to reply or if the employee indicates no desire to return to such work, the employee shall forfeit all seniority and all rights to recall. If an employee indicates a desire to return to the work involved in the recall notice, then the employee shall report for such work within five (5) days from the date the employee 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 the designee. In the event the employee shall fail to so report to work, the employee shall forfeit all seniority and all rights to recall.

F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have 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 13 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 examination 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 17

Deduction from Salary

A. The Board agrees to deduct from the salaries of its employees dues for the Local Association, the County Association, the New Jersey Education Association, the National 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.

C. The Board agrees to deduct from the salaries of non-associated members 85% of the total yearly unified dues. Such deductions shall be made in compliance with Chapter 477, PL 1979 (N.J.S.A. 34:13A-5.5) and under rules established by the State Department of Education.

D. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in connection with this Article.

ARTICLE 18

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 condition 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 100-51st Street, West New York, New Jersey 07093.
2. If by Board, to Association at P.O. Box 165, West New York, New Jersey 07093.

ARTICLE 19

Duration

A. The provisions of this Agreement shall be effective as of July 1, 1989, and shall remain in full force and effect until June 30, 1992, 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: Louis DeNoia, President
By: Elspeth Corrigan, Secretary**

**WEST NEW YORK
BOARD OF EDUCATION
By: Dr. Francesco Cordasco, President
By: Dr. Louis A. Romano, Secretary/Business Administrator**

CUSTODIAN SALARY GUIDE

STEP	1989-90 SALARY	1990-91 SALARY	1991-92 SALARY
1	11600	12000	12500
2	12160	12500	13000
3	12700	13000	13500
4	13350	13700	13950
5	14400	14500	14700
6	15300	15650	15700
7	16300	16700	16900
8	17350	17700	18000
9	18200	18750	19025
10	19100	19725	20050
11	19800	20700	21075
12	20700	21600	22100
13	21450	22500	23000
14	22250	23250	24000
15	24440	24600	24850
16	26400	28300	30000

LONGEVITY

	1989-90	1990-91	1991-92
After 15	850	850	850
After 20	500	500	500
After 30	500	500	500
After 40	500	500	500

**NOTE: Years of service and step on guide are not the same.
Years of service towards longevity has not changed.**

There shall be a clothing allowance of \$400.00 per year.

The Head Custodians shall receive a differential above his appropriate step on the guide as follows.

	1989-90	1990-91	1991-92
Elementary	\$ 950.00	1150.00	1350.00
High School	\$1500.00	1700.00	1900.00

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.

The Board may grant credit on the guide for appropriate outside experience and/or credentials for any custodians or bus drivers employed after July 1, 1982, as long as that credit is not granted in an arbitrary or capricious manner.

MAINTENANCE SALARY GUIDE

STEP	1989-90 SALARY	1990-91 SALARY	1991-92 SALARY
1	13000	13200	14000
2	13400	13500	14300
3	14400	14600	14700
4	15400	15500	15700
5	15900	16100	16500
6	16450	16600	17400
7	17250	17650	18200
8	18425	18550	18950
9	19225	19400	19950
10	20325	20525	20980
11	21525	21900	22025
12	22725	23200	23050
13	23925	24500	25075
14	24100	25800	27500
15	27200	27300	32350
16	29450	31425	33425

LONGEVITY

	1989-90	1990-91	1991-92
After 15	850	850	850
After 20	500	500	500
After 30	500	500	500
After 40	500	500	500

**NOTE: Years of service and step on guide are not the same.
Years of service towards longevity has not changed.**

DRIVERS SALARY GUIDE

STEP	1989-90 SALARY	1990-91 SALARY	1991-92 SALARY
1	9800	10000	10300
2	10200	10200	11110
3	11100	10400	11920
4	11800	11440	12730
5	12500	12480	13540
6	13300	13520	14350
7	14200	14560	15160
8	15100	15490	15970
9	15700	16390	16750
10	16200	17000	17720
11	16900	17700	18658
12	17600	18400	19666
13	18450	19100	20674
14	19200	19800	21682
15	20260	20500	22690
16	21000	22195	23930

LONGEVITY

1989-90		1990-91		1991-92	
After 15	600	After 15	600	After 15	650
After 20	600	After 20	600	After 20	600
After 30	400	After 30	400	After 30	400
After 40	400	After 40	400	After 40	400

NOTE: Years of service and step on guide are not the same.
Years of service towards longevity has not changed.

AGREEMENT

BETWEEN THE

**West New York
Board of Education**

AND THE

**West New York
Education Association**



COVERING THE PERIOD

JULY 1, 1989 to JUNE 30, 1992

Clerical

ADOPTED BY

WEST NEW YORK BOARD OF EDUCATION

CLERICAL CONTRACT

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PREAMBLE

This Agreement entered into this 1st day of July, 1989 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 N.J.S.A. 34:13A-1 et. seq., 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 1

Recognition

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

Attendance Officers-Clerks
Administrative Clerks

School Clerks

B. Unless otherwise indicated, the term "clerk", 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 2

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a goodfaith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than 120 days prior to the budget submission date of 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.

ARTICLE 2
Negotiation Procedures

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 record, 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 1 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 3
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 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 forty-five (45) school days from the date of the event or the condition occurred, or from the time that the person had reasonable knowledge or was expected to have known about the event or condition, to register a grievance.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure will 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 the Grievant's respective principal, 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 the grievance at Level One, or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, the clerk 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 refer it to the Superintendent.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) calendar days after the grievance was delivered, the clerk 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 the grievance to the Board. At the next regular school board meeting (in no event later than thirty (30) days) a decision shall be rendered.

(b) At the request of either party, an informal meeting may be held between the Association President or the designee, and the Board President or the designee prior to the formal meeting of the Board in an effort to resolve the grievance.

6. Level Four

(a) If the aggrieved person is still not satisfied, the person 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, or the American Arbitration Association or the New Jersey Board of Mediation.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue the decision not later than twenty-five (25) 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. Decision shall be in writing and shall set forth 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 the respective party or at the party's 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 for the Association or any other 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 a class of employees, the Association may submit such 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 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 this 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 the designated or selected representatives, heretofore referred to in this ARTICLE.

6. The decision to process grievances rests with the Association.

ARTICLE 4 *Employee Rights*

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., 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, 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 membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the clerk's 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 the clerk 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 Superintendent, Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then the employee 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 the employee and represent the employee 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 5

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, names and work stations of all non-certified 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 participates during working hours in negotiations, grievance proceedings, conferences, or meetings the employee shall suffer no loss of 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 a request form to the Superintendent 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. A copy shall be submitted to the Principal. The Principal's approval shall not be required.

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 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 the representative works during 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 employee.

I. The Association President shall be given release time of one-half day every day to conduct Association business.

ARTICLE 6

Salary and Hours of Work

A. The salaries of all employees covered by this Agreement are set forth in Schedule A. All employees in the unit shall be notified of their salary status for the ensuing year no later than April 30.

B. The regular work week shall be Monday to Friday, 35 hours. All hours over Basic hours in any week or Basic Hours in one day shall be paid at the following rate:

Weekdays — 1-½ times basic hourly rate
Saturdays — 1-½ times basic hourly rate
Sundays — 2 times basic hourly rate
Holidays — 2 times basic hourly rate

Overtime must have the prior approval of the Principal.

C. Employees covered by the Clerical Agreement shall not be required to attend any Parents' night or any Back-to-School night activities. If they do not attend, they will not receive the benefit of a one session workday and must work a full day on the date of such event.

D. School clerks who are required to open, close and maintain the school register at the appropriate times during each school year shall, with the recommendation and approval of the school principal, receive the sum of \$17.50/hour for each hour spent on such activity before or after school. This shall not exceed ten (10) hours at the beginning or ten (10) hours at the close of the school year.

E. Any Employee who reports late to work on eight (8) occasions during a school year shall, on the occurrence of the eighth (8th) lateness, be docked one-half (½) days pay.

ARTICLE 7

Transfer and Reassignment

A. Employees desiring a change in employment shall make their requests in writing to the Superintendent. These requests shall be granted whenever 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 position becomes 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 Superintendent shall discuss the transfer with the employee and/or the employee's representative and shall make the final assignment in writing.

ARTICLE 8
Vacancies and New Positions

A. Notice of all vacancies of employees covered by this contract shall be posted in each school by the proper administrator within thirty (30) days of:

1. Receipt of a letter of resignation.
2. 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 notices 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 9
Sick Leave/Terminal 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 pay the per diem salary of a replacement, if any.

3. After the expiration of the two week 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:

The above provisions shall conform to N.J.S.A. 18A:30.1 et. seq.

LENGTH OF EMPLOYMENT	ADDITIONAL SICK DAYS WITH FULL PAY	FURTHER PERIOD OF PAYMENTS LESS REPLACEMENTS PAY (IF USED)
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 200 school days 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 the employee is able to return to service.

5. When an employee exercises right's under this policy upon returning to work and service, the employee shall again be entitled to commence to accumulate annual sick leave at the rate of 12 days a year. In addition the employee shall accumulate service sick days at the rate of 4 days per year commencing at the beginning of the next school year. The extended sick leave provision shall be in effect only after the employee has accumulated a minimum of 40 service sick days. It is expressly understood by the parties that an employee is not entitled to use the 40 days prior to the accumulation of the 40 days which may include any remaining service sick days.

6. Clerks who utilize no sick days of their sick leave benefit in any one school year shall receive a bonus payment of \$250.00; clerks using only one (1) day shall receive a bonus payment of \$225.00; clerks using only two (2) days shall receive a bonus payment of \$200.00; clerks using only three (3) days shall receive a bonus of \$175.00. Bonus payment shall be mailed within thirty (30) days of the close of the school year (June 30). Each bonus payment amount will increase by \$50.00 per step for 1990-91 and an additional \$50.00 per step for 1991-92 school year.

B. Terminal Leave

The Board of Education agrees to amend its policy manual concerning terminal leave benefits upon retirement or death for non-instructional employees to reflect that said employees with more than ten (10) years of service but less than fifteen (15) years of service receive the aforesaid benefit on a pro-rated basis (eg. a 14-year employee shall receive 14/15 of the terminal leave benefit.)

1. Each employee upon retirement from the district, after fifteen (15) years of service, or in the event of death during service in the district, shall be compensated for all accumulated sick days at the following formula: up to a maximum of \$45,000.

$\text{Base Salary}/300 \text{ days} \times \text{Number of accumulated days}/2$

In the event an employee resigns from the school district, after fifteen (15) years of service, they shall be compensated at the previous formula for all accumulated sick days up to a maximum equal to (1) months salary.

ARTICLE 10

Temporary Leaves of Absence

A. Employees shall be entitled to the following temporary non-cumulative leaves of absence with pay:

1. a. Up to five (5) school 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. The Board may grant extra time due to extenuating circumstances.

b. Those individuals raised by other than natural parents shall also be entitled to the above named days in lieu of those granted for natural parents.

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 regular pay less any pay which was received from the state or federal governments.

B. Employees may request the following temporary nonaccumulative leaves of absence with full pay.

1. Up to three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. One of these days shall not accumulate as sick days.

2. Up to two (2) days for one representative for the Association to attend conferences and conventions of state and national affiliated organizations.

3. Employees shall be granted up to one (1) day in the event of death of an employee's relative outside the employees 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.

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

ARTICLE 11 *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 induction or initial enlistment.

B. 1. Upon reasonable notice, any tenured or non-tenured clerk with two (2) years in the system shall apply to the Board for said leave at any time prior to the expected birth of a child. At the time of the application, which shall be made upon reasonable notice to the Board, the clerk shall specify in writing the date on which the clerk wishes to commence leave and the date on which the clerk wishes to return to work after the birth. Such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contradicted. Following the grant of such leave to any clerk, the commencement or termination dates thereof may be further extended or reduced upon application by the clerk to the Board. Such extension or reduction shall be granted by the Board for any additional reasonable time, except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school. The Board need not grant or extend the leave of absence of any non-tenured clerk with less than two (2) years of service beyond the end of the contract school year in which the leave is obtained. A clerk returning from pregnancy leave of absence shall be entitled to all benefits to which clerks returning from other types of sick or disability leave would be entitled.

2. Any female employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier, if necessary, to fulfill requirements for the adoption.

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 Sections A and C 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 at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to the employee upon return, and the employee shall be assigned to the same position which was held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

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

ARTICLE 12

Employee Improvement

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

1. To pay 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 course, workshops, and programs designed to improve the quality of work performed by its employees.

ARTICLE 13

Insurance protection

A. As of the beginning of the school year, the Board shall provide health-care insurance protection. The Board shall pay full premium for each clerk and in cases where appropriate for family-plan insurance coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.

B. The Board shall provide to each clerk a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.

C. As of the beginning of the school year, the Board shall provide medical prescription insurance protection. The Board shall pay the full premium for a one dollar (\$1.00) deductible plan per prescription for each clerk and in cases where appropriate for family-plan coverage.

D. As of the beginning of the school year, the Board shall provide dental-care insurance protection. The Board shall pay the full premium for each clerk and, for family-plan coverage, where appropriate.

E. The Board may, at its discretion, continue to pay the cost of medical and prescription benefits for any employee suffering a catastrophic illness (illness incapacitating, catastrophic in nature and of substantial duration), who is on a Board approved medical leave, provided further that the employee shall provide medical documentation of such catastrophic illness, that the employee be confined to hospital or home under medical direction, or alternatively continues under medical restrictions which do not permit a return to service in the district, and must not be employed outside the school district.

ARTICLE 14
Work Year

A. Employees covered by the Clerical Agreement shall have a school year of 182 workdays. Such employees shall report for duty one day within the week in which school closes for the summer and one day within the week before the opening of school after summer recess.

ARTICLE 15
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 the employee:

1. resigns or is discharged for cause, irrespective of whether subsequently is 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 the employee's classification in the department in which the employee holds an appointment, for the purpose of giving the employee an opportunity, to be exercised within said three (3) days, to fill such vacancy. If the employee requests appointment to such vacancy, the employee shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, the employee 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 assignment, 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 the 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 the employee's option, the employee may displace the appointed employee with the least seniority in a lesser classification provided the displaced employee has less seniority than the employee and provided the employee 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 the employee takes as above.

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

4. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of displacement to exercise seniority rights, as set forth in Sections 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 8, Section D.

D. In the event that within one (1) year from the date of lay-off a vacancy occurs in the classification of the employee's last appointment in the department from which the employee is 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 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 the employee desires to return to the work involved in the recall. If the employee fails to reply or if the employee indicates no desire to return to such work, the employee shall forfeit all seniority and all rights to recall. If an employee indicates a desire to return to the work involved in the recall notice, then the employee shall report for such work within five (5) days from the date the employee 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 the Director's designee. In the event the employee shall fail to so report to work, the employee shall forfeit all seniority and all rights to recall.

F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have 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 Section 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 3 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 examination 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 16

Deduction 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, National 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.

C. The Board agrees to deduct from the salaries of non-associated members 85% of the total yearly unified dues. Such deductions shall be made in compliance with Chapter 477, PL 1979 (N.J.S.A. 34:13A-5.5) and under rules established by the State Department of Education.

D. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in connection with the provisions of this Article.

ARTICLE 17

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 to 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 provisions 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 100 - 51st Street, West New York, N.J. 07093.
2. If by Board to Association at P.O. Box 165, West New York, N.J. 07093.

ARTICLE 18

Duration

A. The provisions of this Agreement shall be effective as of July 1, 1988 and shall remain in full force and effect until June 30, 1989, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article 2 of this Agreement.

**WEST NEW YORK
EDUCATION ASSOCIATION
By: Louis DeNoia, President
By: Elspeth Corrigan, Secretary**

**WEST NEW YORK
BOARD OF EDUCATION
By: Dr. Francesco Cordasco, President
By: Dr. Louis Romano, Secretary/Business Administrator**

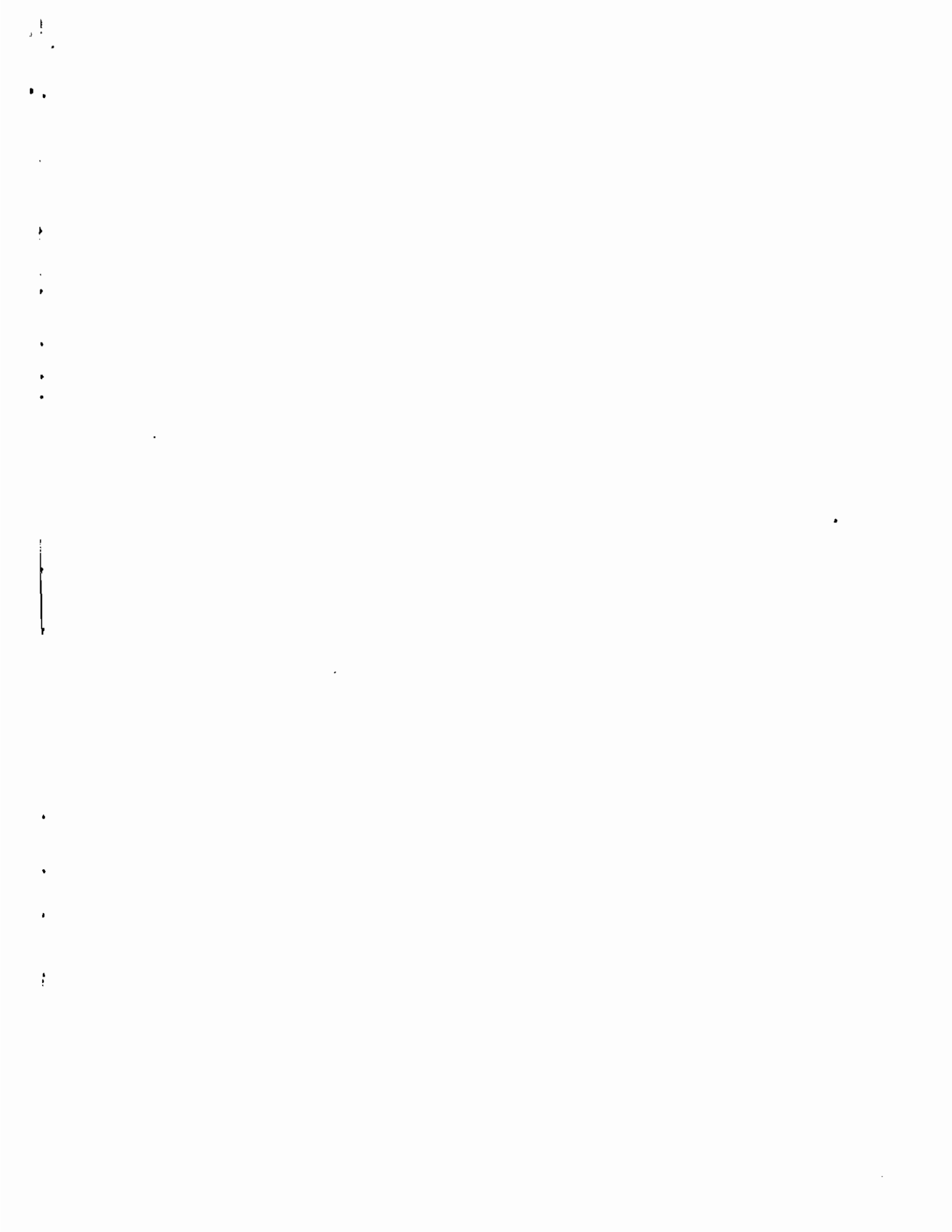
CLERICAL SALARY GUIDE

STEP	1989-90 SALARY	1990-91 SALARY	1991-92 SALARY
1	10000	10550	11050
2	10460	10850	11550
3	10750	11230	12550
4	11675	11760	13050
5	12700	12759	13850
6	13450	13682	14850
7	14320	14568	15635
8	15225	15502	16585
9	16000	16485	17635
10	16750	17430	18650
11	17500	18175	19445
12	18350	18996	20325
13	19440	19833	21220
14	20165	21145	22621
15	22000	22050	25100
16	23125	25000	26760

LONGEVITY

	1989-90	1990-91	1991-92
After 15	700	700	700
After 20	600	600	600
After 25	600	600	600
After 30	600	600	600
After 40	600	600	600

**NOTE: Years of service and step on guide are not the same.
Years of service towards longevity has not changed.**



**WEST NEW YORK
BOARD OF EDUCATION**



DR. FRANCESCO CORDASCO
President

JOANNE C. HALPIN
Vice-President

ANGELA M. BEDOYA

ALFEO M. INDRI

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DR. LOUIS A. ROMANO
Secretary-Business Administrator

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Superintendent

