

*Contract no. 1714*

F

**AGREEMENT**  
**BETWEEN**  
**IRVINGTON BOARD OF EDUCATION**  
**AND**  
**IRVINGTON SECURITY, MONITORS AND**  
**ATTENDANCE PERSONNEL ASSOCIATION**

**July 1, 1991**  
**to**  
**June 30, 1993**

TABLE OF CONTENTS

PREAMBLE . . . . .	1
ARTICLE I       EMPLOYEE RIGHTS . . . . .	3
ARTICLE II       WORK SCHEDULES . . . . .	6
ARTICLE III      GRIEVANCE PROCEDURE . . . . .	9
ARTICLE IV      SENIORITY AND REDUCTION IN FORCE . . . . .	14
ARTICLE V       INSURANCE PROTECTION . . . . .	15
ARTICLE VI      ASSOCIATION'S RIGHTS CLAUSE . . . . .	17
ARTICLE VII     TEMPORARY LEAVES . . . . .	19
ARTICLE VIII    PROBATIONARY PERIOD . . . . .	23
ARTICLE IX      POSTING OF EMPLOYEE OPPORTUNITIES . . . . .	24
ARTICLE X       PROTECTION OF EMPLOYEES . . . . .	25
ARTICLE XI      DEDUCTION FROM SALARY . . . . .	27
ARTICLE XII     REPRESENTATIVE FEE . . . . .	28
ARTICLE XIII    MISCELLANEOUS PROVISIONS . . . . .	31
ARTICLE XIV     SALARY ADMINISTRATION . . . . .	33
ARTICLE XV      DURATION . . . . .	34

**PREAMBLE**

This agreement entered into on December 18, 1991 by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board" and the Irvington Education Association hereinafter referred to as the "Association".

**WITNESSETH**

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the exclusive representative of employees hereinafter designated with respect to the terms and conditions of employment; and

Whereas, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

Now, therefore, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

This Agreements incorporates the entire understanding between the parties on all issues which were, or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 that they negotiated or signed this Agreement.

The parties agree that a safe and peaceful school environment is fundamental to the achievement of the educational mission of the

schools and the well being of the students and community. To that end, they pledge their mutual cooperation and effort to maintain a positive and harmonious atmosphere and to take appropriate action individually and collectively to prevent and to quell unwarranted disruptions.

#### RECOGNITION CLAUSE

##### A. Unit

The Board of Education of the Township of Irvington, hereby recognizes the Irvington Education Association as the exclusive bargaining representative, as defined in Section 7, Chapter 123, Public Laws 1974, for all security, monitors and attendance personnel employed by the Irvington Board of Education. Excluded are supervisory personnel.

##### B. Definition

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, references to male employees shall include female employees and visa a versa.

## ARTICLE I

### EMPLOYEE RIGHTS

A. Nothing herein shall be construed as to deny or restrict any employee's rights as he/she may have under New Jersey School Law or other appropriate statutes.

B. No employee shall be disciplined in any fashion without just cause.

C. The President of the IEA shall receive a copy of any disciplinary notice or reprimand sent to any employee of the unit with said notice marked as confidential.

D. Whenever any employee is required to appear before any supervisor, Board or other supervisory personnel concerning any matter which could adversely affect their continued employment, and/or salary, then they shall be given prior written notice of the reason(s) for such meeting, shall be entitled to representation and shall suffer no loss in pay for time spent in such meetings.

E. Complaint Procedure - If any complaint regarding a unit member is made to any member of the administration by any parent, student or other school personnel which is or may be used in any manner in evaluating an employee, the principal and/or immediate supervisor shall meet with the employee to apprise them of the full nature of the complaint and attempt to resolve the matter informally. The employee shall have the right to representation at any conference regarding such complaint.

F. Personnel File - Any paper, reports or material placed in an employee's personnel file prior to the employee having received

a copy of said material and has been afforded an opportunity to discuss said material with their supervisor or other appropriate party will be null and void.

G. Reservation of Board Rights - The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of, the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; as well as the right to hire all employees and subject to the provisions of Law, to determine their qualifications and the conditions for their continued employment, whether dismissal or demotion, and to promote and transfer all such employees. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities and authority under

Title 18A of the Schools Laws of New Jersey or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE II

WORK SCHEDULES

A. Work Day/Year

Security personnel shall work a 40 hour week.

Attendance personnel shall work 35 hours per week.

Security monitors shall follow the work day for teaching staff.

Security monitors and attendance personnel shall follow the 10 month teacher calendar. They shall have off without loss of salary, on all days when the teaching staff is not required to be present.

B. Security guards shall be afforded a lunch period of forty (40) minutes and two ten (10) minute break periods in the course of the work day.

C. Overtime - Security guards and monitors covered under the terms of this agreement who are required to work in excess of eight (8) hours per day and/or forty (40) hours per week, shall be compensated at one and one-half times their hourly rate for all overtime work, with the exception of holiday pay as provided in this Agreement. All Saturday work at one and one-half, with Sunday at double time.

D. Call in Time - Any employee called to work from home or other non-work location outside of their regularly scheduled shift shall be paid a minimum of two hours at time and one-half.

E. Scheduling Overtime - All overtime shall be scheduled as to provide equal opportunity for overtime to all employees in their



respective schools and/or appropriate area.

F. Holidays - All twelve (12) month employees covered under the terms of this Agreement shall receive the pay for the following holidays:

New Years Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Labor Day	Martin Luther Kings' Day
Election Day	Two NJEA Convention Day <sup>1</sup>
(only when President is being elected) <sup>2</sup>	

Any employee who works on the above-listed holidays shall receive one and one-half for all hours worked.

Should any of the aforementioned holidays fall on a Saturday, there shall be no extra pay or time off; however, should the said holiday fall on a Sunday and be celebrated on the following Monday, the said Monday shall be a day off.

Employees covered under the terms of this Agreement shall not be required to work on the day of New Year's Eve and the day of Christmas Eve, providing that schools are not in session on these days and the employee shall receive their regular pay, for each of the days, in accordance with the terms and conditions of this Agreement.

#### VACATION

---

<sup>1</sup>In year of U.S. Presidential Election Day, one of the NJEA Convention days shall be a regular day.

<sup>2</sup>All other Election Days shall be regular work days.

Schedule shall be as follows:

less than one (1) year	1 day per month excluding first two months
1 to 5 years	10 days
6 to 15 years	15 days
15 to 25 years	20 days
25+ years	25 days

VACATION REQUEST PROCEDURE

Each year a tentative list shall be distributed to staff for vacation scheduling. Employees shall be notified of approved scheduled date no later than May 1 of the preceding school year.

Changes in scheduled dates must be approved by the Business Administrator.

In cases where there are duplicate requests that cannot be covered, the employee with seniority shall be afforded their first choice.

In the event that a regular pay date occurs during a vacation period, the employee shall receive his/her check before vacation begins.

UNIFORM ALLOWANCE

Present level of service (Board provides long and short sleeved white shirts, a blazer, black shoes, or skirts for ladies, belts, clip-on neckties, badges and insignias, upon \$325 per person for 1991-92 and \$350 in 1992-93, administered by the office of the School Business Administrator).

Beginning July 1, 1990, Board will pick up additional cost of foul weather and rain gear for employees whose job duties require same.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a probationary employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act; and
- (d) In matters involving the sole and unlimited discretion of the Board.

The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth in Article I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or the Board, to act on its, or their behalf and to represent it or them.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, the immediate superior, or any staff member below the Business Administrator who may be affected by the determination of the Business Administrator in connection with the procedure herein established.

#### PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after said employee would reasonably be expected to know of its occurrence. Failure to act within the said thirty (30) days, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing of a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present their own appeal, or to designate an Association representative to appear at any step of their appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss the grievance orally with the immediate superior. A decision shall be rendered within five (5) school days of said hearing. The said immediate superior shall make a record of the time and date of this discussion and a copy delivered to the grievant.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Business Administrator,

- (a) the nature of the grievance;
- (b) the results of the previous discussion;
- (c) the basis of his dissatisfaction with the determination;
- (d) the specific contract provision alleged to have been violated; and
- (e) the specific remedy sought.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the immediate superior of the aggrieved employee.

8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Business Administrator shall hold a hearing, at which time all parties in interest shall have the right to be heard.

9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Business Administrator shall, in writing, advise the employee and their

representative, if there be one, of his determination and shall forward a copy of said determination to the supervisor of security and the aggrieved employee.

10. In the event of the failure of the Business Administrator to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the applicant:

- (a) the writing set forth in Paragraph 6 and 9, and a further statement in writing, setting forth the appellant's dissatisfaction with the Business Administrator's action. A copy of said statement shall be furnished to the Business Administrator and to the adverse party.

12. If the appellant, in an appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, designate a Committee of the Board to conduct such hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.

13. The Board shall make a determination within thirty (30)

school days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, and the Business Administrator of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, they shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under provisions of Chapter 123, Laws of 1974.

A request for arbitration shall be made no later than fifteen (15) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a long time period with which to assert such a demand. In the event of arbitration, the costs of same shall be shared by the parties and each of the parties shall bear their own costs.

The arbitrator shall be without power and authority to make any decisions which add to, modify, or delete from the express conditions of this Agreement or which are violative of Law.

The decision of the arbitrator shall be binding on both parties.

## ARTICLE IV

### SENIORITY AND REDUCTION IN FORCE

A. School district seniority is defined as service by the employee in the unit covered by this Agreement. An employee shall lose all accumulated school district seniority only if they resign or are discharged for cause. The date of employment and presence on the job shall be used to determine seniority date.

B. In the event of a reduction in force, employees shall be laid off in the inverse order of seniority within their department unit. Department units shall be (a) Security Guards; (b) Security Monitors; and (c) Attendance Officers. (Last hired, first reduced.)

C. Employees who are to be laid off or who are on a recall list shall be offered job opportunities within the district when a vacancy exists provided they are qualified for the position. Accepting or declining a job offer outside of their category shall not terminate their recall rights.

D. Laid off employees shall be recalled to work on a seniority basis. Most senior first recalled. Upon receiving a recall notice, the employee shall be given 10 work days to report to work or forfeit their recall rights. Upon recall, all accumulated rights, prior to the date of lay off, shall be restored.



ARTICLE V

INSURANCE PROTECTION

1. Prescription Plan - Dental Plan

The Board agrees to pay 100% of the premium cost of a health (Blue Cross/Blue Shield of New Jersey or equivalent) plan for all full time employees covered by this Agreement and their immediate families (spouse and eligible children) following 90 days of employment. During the initial 90 days of employment, employees may be covered at their expense utilizing the Board's group rate(s).

Benefit levels shall remain equal to or better than existing plans if and when the Board changes carriers.

Prior to executing any change in carrier, the Board shall discuss with the Association, in good faith, the proposed changes. The Board will provide all relevant data concerning the new program. If required by the Association, the Board shall arrange for consultation between the insurance carrier and the appropriate officers of the Association, prior to executing any contemplated change.

All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible members of their family who wish to be covered by said insurance.

The Board reserves the right, in its discretion, to change insurance carriers.

PRESCRIPTION PLAN - The Board agrees to provide a co-pay

family prescription plan, \$2.00 per approved prescription for all full time employees in the employment of the Board of Education.

DENTAL PLAN - The Board agrees to pay 100% of the premium cost of a family dental plan. (Blue Shield of New Jersey or equivalent)

2. Retirement Benefits

Any employee covered under the terms of this Agreement who retires after twenty-five (25) years of total employment with Irvington School District shall be entitled to fully paid health benefits and prescription benefits (excluding dental). The employee's surviving spouse, if enrolled prior to the employee's retirement shall be entitled to health retirement benefits (excluding dental), premium paid 100% by the Board.

Any employee covered under the terms of this Agreement who retires after twenty (20) years of total employment with Irvington School District, and has attained age 65 or over at the time of retirement shall be entitled to full paid health benefits and prescription benefits (excluding dental). The employees' surviving spouse if enrolled prior to the employee's retirement shall be entitled to a retirement benefit with the premium paid 100% by the Board.

## ARTICLE VI

### ASSOCIATION'S RIGHTS CLAUSE

1. The Association shall have the use of a bulletin board to post various materials including those which inform members of political endorsement by the Association. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.

(a) Association notices to its members related to information about endorsed candidates for political office shall be reserved to those areas outlined in 1(a) that are not generally visible to the public or student.

2. The Association shall have the right to use the inter-school mail facilities and school mailboxes.

3. The Board agrees to furnish to the Association, in response to reasonable requests, appropriate information concerning the school district.

4. The Irvington Education Association shall be notified of any changes in rules and regulations affecting unit employees.

5. Any criticism by a supervisor, administrator or Board member shall not be made in the presence of parents or other employees or members of the public.

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

7. The Board and the Association agree that the Association shall have the exclusive right to use school buildings at

reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the approval of the Business Administrator or his designated representative.

8. The Board agrees that all rights given to staff in Chapter 123, other pertinent laws of the State of New Jersey, the Constitution of the State of New Jersey and the United States, are guaranteed to their employees.

9. The Board agrees that all rights contained in the statutes of the State of New Jersey pertaining to protection of employees, persons and property, including right to legal representation, property protection, medical coverage, etc., shall be extended to the staff.

10. Transportation Expenses - All mileage exclusive of travel to and from work, in lieu of actual expenses of transportation allowed any employee covered under the terms of the Agreement, traveling by their own automobile on approved school-related business, away from their designated post of any duty, shall be at the current I.R.S. rate. Said reimbursement shall be made after signed approval by the Business Administrator.

11. The Board agrees to furnish the Association, in response to reasonable requests, from time to time, all available information which may be necessary to process any grievance or complaint.

ARTICLE VII

TEMPORARY LEAVES

1A. Personal Days - Three days absence with pay shall be provided for use for urgent personal business. Urgent personal business is defined as business that cannot be conducted after normal work hours. Prior notice of intent to use a Personal Day must be submitted in writing to the Business Administrator, except in cases of emergency, in which case a written explanation of the need to take the day shall be submitted within 48 hours after return to work. Unused Personal Days shall accumulate to the employee sick leave record for use in subsequent years as sick days, if needed.

2A. Sick Leave - All employees covered under the terms of their contract shall be provided paid, accumulative sick days based on the following formula:

12 month employees shall receive 12 days per year.

10 month employees shall receive 10 days per year.

Employees hired after February 1 of any school year shall receive prorated days equal to the percent of the school year remaining.

Pay for unused days at retirement to receive pension, or voluntary separation from the District for other than disciplinary reasons:

15 years of service \$40 for 100 days

20 years of service \$50 for 120 days

25 years of service \$60 for 130 days

3A. Funeral Leave - In case of the death of the employee's spouse, child or parent, the employee shall be granted five (5) consecutive work days leave with pay. In case of death of a member of the employee's or spouse's immediate family, defined as: brother and/or sister and any person who resides with the employee on a full time basis, the employee shall be granted leave for a five (5) calendar day period.

In cases of other funeral leave requested for other relatives of employees, one day per occurrence shall be provided.

The Board reserves the right to receive full documentation of death.

Legal Procedures - Time necessary for appearances without loss of salary shall be provided. Any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding where the employee attendance is necessary.

Temporary Military - Time necessary not to exceed 30 days with salary shall be granted for staff called into temporary active duty of any unit of the U.S. Reserves or State National Guard.

4A. Jury Duty - Any employee called for jury duty shall be granted leave with pay for each day served on jury duty. The employee shall inform their supervisor upon receipt of a notice to serve jury duty.

5A. Marriage - Upon written request, subject to approval by the Board of Education, after the recommendation by the Superintendent of Schools, a leave of absence, without pay, for the purpose of being married, may be granted. Said leave is not to

exceed a period of two weeks.

6A. Quarantine - Absences due to quarantine, not due to personal illness, shall be allowed without deduction of reduction in days of sick leave, upon filing of certificate of quarantining officer.

1B. Maternity and Child Care Leaves - Requests from staff for leave of absence on account of disability due to pregnancy, child rearing or adoption, shall be granted according to applicable State Law and regulations as well as in conformance with the following guidelines.

Employees who require leave will be granted only an initial leave of up to three (3) months upon request. At the expiration of said leave, upon request of the employee, an extension not to exceed two (2) years will be granted for either (a) medical reasons substantiated by physician's certification, or (b) child care.

A non-tenure employee shall only be entitled to a leave up to the expiration of her contract. A non-tenured employee shall not be denied reemployment on the basis that she is pregnant or on leave.

A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working or for other reasons applicable to all employees under Title 18A. No pregnant employee may be relieved from duties solely on the fact that she is pregnant or that her

that her pregnancy has reached a specific number of months.

Extended leave for child care may be considered on an annual school year basis.

2B. Extended Medical Leave - Upon the expiration of accumulated sick leave, an employee with a minimum of one (1) year service, may be granted if requested, a leave of absence for up to one year. Salary extension shall be at the discretion of the Board of Education. All such leaves are subject to full medical verification by the School Medical Inspector and/or the employee's personal physician, as required by the Board.

3B. Association Officers - Any employee elected as an officer of the Irvington Education Association or its affiliated organization may be granted if requested by the employee, a non-paid leave of absence during the term of their office.

4B. Other extended leaves may be granted for good cause by the Board of Education at their discretion.



**ARTICLE VIII**

**PROBATIONARY PERIOD**

Employees shall be hired subject to a probationary period of 90 days. If the employee's performance is not satisfactory during this period the employer shall have the right to terminate their employment. The decision to terminate a probationary employee shall not be grievable. Following the completion of the 90-day probationary period, employee termination shall be at the discretion of the Board of Education, subject to the Just Cause provision set forth in this Agreement.

**ARTICLE IX**

**POSTING OF EMPLOYEE OPPORTUNITIES**

All vacancies within the district for unit positions shall be posted and publicized to employees for a period of at least 10 days prior to the deadline for application. Said posting shall contain a minimum of: the position, title, qualifications needed, work location, hours, rate of pay.

ARTICLE X

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil pursuant to N.J.S.A. 18A:6-1.

C. Pursuant to N.J.S.A. 18A:16-6;7, the Board shall indemnify employees from the costs of civil and criminal actions brought against them for performance of duties within the scope of employment.

D1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.

D2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.

E1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

E2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the

Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

F. The Board shall replace or repair any loss, damage, or destruction of uniforms or personal property, incurred in the course of an assault or breaking up a fight, within the scope of employment.

## ARTICLE XI

### DEDUCTION FROM SALARY

#### Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Irvington Education Association, the Essex County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Irvington Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE XII

### REPRESENTATIVE FEE

#### A. Purpose of Fee

If a member of the bargaining unit covered under the terms of this agreement does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), prospectively, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. Amount of Fee

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

2. Legal Maximum - In order to adequately offset the per capita of the services rendered by the Association as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. Deduction and Transmission Fee

1. Notification - Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 15 calendar days after receipt of the aforesaid list by the Board; or
- (b) 45 calendar days after the employee begins employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff, in which event the deductions will begin with the first paycheck paid 15 calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is

required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees - On or about the 1st day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who were actively employed in a bargaining unit position, as defined in this Agreement, during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

6. Save-Harmless - It is specifically understood and agreed that the Irvington Education Association and its parent organization (N.J.E.A.) shall indemnify and hold the Irvington Board of Education harmless against any and all claims, demands, suits and other forms of liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Irvington Board of Education in conformance with this provision.



## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

A. Discrimination - The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

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

C. Savings Clause - Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

D. Separability - If any provision of this Agreement or any application of the 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. Agreement - This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate over or to reopen negotiations on such matters as are contained in this Agreement.

F. Printing of Agreement - The Board shall have sufficient copies of this Agreement printed so as to provide each unit member an individual copy. A reasonable number of additional copies will be provided to the Association for their use.

ARTICLE XIV

SALARY ADMINISTRATION

For purposes of calculating salaries and per diem on an annualized basis, the following calculations shall operate:

- (a) for 12 month employees 1/240 per day
- (b) for 10 month employees 1/200 per day

Assignment to High Classification - Staff temporarily (after the 10th working day) assigned to a position with an increased compensation rate shall be paid the higher rate for each day in said position.

Shift Differential - Staff employed on the 2nd shift shall receive a differential of 10% of their base salary.

Staff Change on a Temporary Basis - Employees shall retain differential for hours assigned on 1st shift on a temporary basis.

ARTICLE XV

DURATION

The term of this Agreement shall be for one year, July 1, 1991 through June 30, 1993.

Wherefore, the parties representatives have set forth their authorized signatures and seals:

FOR THE BOARD:

Donald Sitas  
President

FOR THE ASSOCIATION:

Nancy Gesek  
President

ATTEST:

John D'Angelo  
John D'Angelo, Secretary

ATTEST:

Jessie J. [unclear]

# IRVINGTON EDUCATION ASSOCIATION

Security, Monitors, and Attendance Personnel

## IRVINGTON - SALARY SCHEDULE

### Security Guards (12 Month):

<u>Step</u>	<u>1991-92</u>	<u>1992-93</u>
1	16150	17000
2	16450	17300
3	16950	17600
4	17430	18200
5	17950	18730
6	18500	19250
7	19400	20660
8	20870	22000

### Security Guards (10 Month):

	14210	15200
--	-------	-------

### Security Monitors (10 Month):

	8660	9250
--	------	------

### Attendance Officers (10 Month):

	20380	21800
--	-------	-------

