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THIS AGREEMENT, is made and entered into by and between

BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter

to as the "Board"; and, the WEST MILFORD EDUCATION ASSOCIATION,

an unincorporated Association of the State of New Jersey, hereinafter

referred to as the "Association,"

AND, THEREFORE, the Board and the Association, parties hereto, in

consideration of their mutual covenants, do hereby agree in manner as

follows:

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Article 2: Grievance Procedure

Article 3: School Calendar

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AGREEMENT

BETWEEN

THE WEST MILFORD TOWNSHIP

BOARD OF EDUCATION

AND

THE WEST MILFORD

EDUCATION ASSOCIATION, INC.

COVERING THE PERIOD OF

July 1, 1991, through June 30, 1994

NEGOTIATION PROCEDURE

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ARTICLE 3

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. Employee--the term "employee" shall mean any regularly employed individual included in Article I of this Agreement.
2. Grievance--a "grievance" is an allegation by an employee or the Association on behalf of a group of employees that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or arbitrary or discriminatory application of, or failure to act pursuant to, policies or administrative decisions affecting terms and conditions of employment.
3. Aggrieved Party--an "aggrieved party" is the employee or employees or any authorized representative thereof filing the complaint.
4. Immediate Superior--the term "immediate superior" shall mean the principal, except when the grievance affects more than one school in the district, whereupon the term "immediate superior" shall mean the Superintendent of Schools.
5. School Day--a "school day" in the grievance procedure shall be defined as any day when the Board of Education is open.
6. Representative--the term "representative" shall mean an agent assigned by the Association.

B. PURPOSE:

The purpose of this procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that these proceedings will be kept informal and confidential.

The Board and the Association hereby declare that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action.

C. PROCEDURE:

1. Time Limits--Grievances shall be moved by steps, described below, promptly. Time may be extended by common agreement, in writing.
2. Step One--An aggrieved employee shall first discuss the grievance with his immediate superior either within five (5) school days of the occurrence or when the employee is aware that an incident can lead to a grievance.

The reply or decision to the grievance at this step shall be made to the aggrieved employee within three (3) school days.

3. Step Two--If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may submit the grievance in writing to the Superintendent. The appeal to the Superintendent shall be made within three (3) days. The Superintendent shall render his decision after receiving such written grievance from the aggrieved employee.

4. Step Three--If the grievance is not resolved to the satisfaction of the aggrieved employee, a review by the Board of Education may be requested within five (5) days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing to the aggrieved employee. Steps Two and Three shall not exceed forty (40) school days from the date the grievance shall have been received by the Superintendent.

5. Step Four--Arbitration--If the aggrieved employee is not satisfied with the disposition of his grievance in the foregoing steps, he shall have thirty (30) school days to notify the Board and file for arbitration. Failure to act within said thirty (30) school days shall indicate that the grievance has been withdrawn.

The Board or the aggrieved employee, or his representative, shall apply for an arbitrator through the American Arbitration Association and shall be governed by rules and regulations thereof. The arbitrator's decision shall be final and binding on all parties and all parties shall immediately perform and comply with the terms of the award. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved employee. Any additional expenses shall be paid by the party incurring same.

6. The arbitrator shall not add to or subtract from, or in any way modify, the terms of this Agreement.

ARTICLE 4

SCHOOL CALENDAR

A. The parties hereto agree that the maximum number of reporting days for a ten (10) month school year be fixed and established at: 181 days (1991-92); 182 days (1992-93); and 182 days (1993-94) plus five (5) additional emergency days as determined by the Board.

- B. Four (4) additional sessions (one and one quarter (1½) hours per day) for professional development/training activities shall be included for the 1992-93 and 1993-94 school years. Said days shall be separate from current practices for faculty meetings, CST staffing meetings, etc.
- C. The Board shall fix the calendar for each year during the term of this Agreement after discussion with the Association.
- D. Should it be necessary during the year to change the calendar, such change shall not be made without first consulting with the Association.

ARTICLE 5

SPECIALISTS AS SUBSTITUTES

- A. The practice of using Specialists, Nurses, Guidance Counselors, Classroom Teachers and any other regularly scheduled teachers as substitutes is undesirable and shall be discontinued except in emergency.
- B. An emergency shall be defined as the inability to secure a substitute after a reasonable effort by the Board or the Administration.

ARTICLE 6

SABBATICAL LEAVE POLICY

- A. A sabbatical leave shall be granted to a professional employee for study, research, or educational work experience. The conditions for such leave shall be as follows:
1. The teacher shall have seven (7) years' experience in the West Milford Township School District;
 2. The teacher shall agree to return to the West Milford Township School District for a period of three (3) years;
 3. No more than 2% of the bargaining unit shall be granted sabbatical leave in any one year;
 4. Leave shall be for one year at full pay;
 5. If employees receive other compensation during a sabbatical, that amount shall be deducted from the Board of Education salary, and
 6. All leaves shall require Board approval.

ARTICLE 7

SICK LEAVE

- A. SICK LEAVE--All employees who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay for a total of twelve (12) days in any given year.

B. ACCUMULATED SICK LEAVE--All days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

C. PHYSICIAN'S CERTIFICATE REQUIRED FOR SICK LEAVE--A physician's certificate may be requested by the Superintendent after five (5) consecutive working days' absence.

Proof of illness of an employee on sick leave may be requested whenever such proof appears reasonable and warranted under the circumstances. Such situations shall be investigated by a committee of four (two appointed by the Superintendent and two appointed by the Association President). Said investigation shall be for cause and not conducted in an arbitrary or capricious manner.

The committee shall forward their findings to the Superintendent for final decision.

D. Employees under tenure who shall exceed their accumulated sick leave may be entitled to regular pay less the cost of substitution or replacement for a period of time equal to the amount of accumulated sick leave credited to the employee as of the first day of the applicable current fiscal school year. Weekly certification as to disability shall be prepared and presented by the Board physician.

E. Released time shall be provided for teachers who must travel out of town to complete requirements for the Board's physical examination.

F. Teachers shall be notified of the number of accumulated sick days on request.

G. Upon certified retirement, a teacher shall receive for each unused sick day accumulated in West Milford less the number of personal business days used from the beginning of employment in the district of West Milford as follows:

1991-92	\$60/day	1992-93	\$62.50/day	1993-94	\$65/day
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H. The maximum benefit for unused sick leave shall not exceed \$7500 for employees hired effective September 1, 1985, and after.

ARTICLE 8

PERSONAL LEAVE POLICY

A. Teachers shall be entitled to eleven (11) days per annum of full pay for personal leave, to be non-accumulative, as follows:

1. Death in the immediate family--allowance of up to five (5) days' leave shall be granted. "Immediate family" shall be defined as follows: father, mother, spouse, child, brother, sister, mother-in-law,

father-in-law, son- or daughter-in-law, sister- or brother-in-law, any other members of the immediate household, and grandparents.

2. *Illness in the immediate family.

3. *Two (2) days for personal business. Application to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave except in the event of emergencies and the applicant for such leave shall not be required to state the reason for the request except on Mondays or Fridays or the day preceding or day following a holiday or recess.

Personal business days which may not be approved:

- a. Graduation of other than members of immediate family
- b. Recreational travel
- c. Entertainment
- d. Vacation
- e. Automobile repairs or inspection
- f. Lack of transportation
- g. Driving son or daughter to college, except for first visit
- h. Community meetings, except where attendance is required
- i. Attendance at conventions/conferences in area not applicable to employment (except for a fete for immediate family member)
- j. Elections work at polls
- k. Outside business interests that could be accomplished after school hours

4. *Marrage.

5. Visitation Leave--One (1) day per year shall be granted to certificated personnel for school visitation and observation in other school systems upon application to the principal or Superintendent. A written report may be requested.

6. Legal--Time necessary for appearance in any legal proceeding related to the teacher's employment or to the school system, or in any other legal proceeding when the teacher is required by law to attend.

7. Summer School--Up to a total of two (2) days at the end of a school year or at the beginning of a school year, as may be required, to attend summer school classes or for travel to the place where such classes are held.

8. Items in 6 and 7 shall be in addition to sick leave and personal leave.

*Personal leave days in paragraphs two through four shall not exceed a total of five days.

ARTICLE 9

SALARY AND BENEFITS

- A. Salary guides are attached as "Schedule A" and part of this Agreement for 1991-92, 1992-93, and 1993-94.
- B. Longevity increments of \$500 for 15, 20, 25, 30, 35 years of experience; \$350 for 40, and 45 years of teaching experience shall be granted for experience within the district and to teachers presently receiving longevity under existing practice. This provision shall not apply to employees hired effective September 1, 1991, and after.
- C. A Board-sponsored insurance program of medical-surgical, hospitalization, Rider J, major medical, and dental protection.
- D. Any employee who voluntarily diminishes health insurance coverage shall be entitled to re-establish the diminished coverage during the next open enrollment period. Any employee who voluntarily acts under this provision shall be reimbursed for the cost of coverage obtained under COBRA benefits obtained by a spouse in the event same becomes necessary during the diminished period until the next open enrollment opportunity.
- E. All new permanently certified teachers may receive one (1) year's credit for each two (2) years of related experience in private or parochial schools or in industry if recommended by the Superintendent and approved by the Board of Education. If such experience results in fractional credit, the teacher may receive a full year's credit if the fractional credit is 1/2 or more. Otherwise, the employee will receive no credit for the fractional part of his experience.
- F. The Board reserves the right to establish maximum guide placement for new employees regardless of previous years of experience.
- G. Full credit for military service shall be given at time of employment to a maximum of four (4) years.
- H. Changes in column of guide shall be awarded twice a year (September 1st and February 1st) provided the teacher files with the Superintendent satisfactory proof of credit or certificates approved by the Superintendent. Should transcripts or other official records be delayed through no fault of the teacher, the change of column (when awarded by action of the Board) shall be retroactive to either September 1st or February 1st. The teacher, however, when faced with the aforementioned situation, bears the burden of proper advance notification, in writing, to the Superintendent.

- I. An additional \$1000 shall be paid above guide for a doctorate degree.
- J. Full standard certification shall precede granting of salary column change for graduate credits.
- K. Teachers electing the summer payment plan may elect two (2) payments during the summer or a lump sum on the last day of school.
- L. Teachers shall receive a pay schedule by the last working day of September.

ARTICLE 10

ATHLETIC ACTIVITIES GUIDE

- A. Athletic activity guides are attached as "Schedule B" and part of this Agreement for 1991-92, 1992-93, and 1993-94.
- B. Anyone going from assistant to head coach shall be given credit on the guide for time spent in the district as assistant coach in that sport.
- C. An expense allowance reimbursement will be provided per coach/per season at the following rate:

1991-92: \$50	1992-93: \$50	1993-94: \$55
---------------	---------------	---------------
- D. Full credit for experience shall be limited to West Milford Township school district.
- E. Guide placement shall be based upon experience as follows:

Level A:	1 - 2 years
Level B:	3 - 4 years
Level C:	5 or more years

ARTICLE 11

LIAISON COUNCIL

- A. A Liaison Council shall be established on or before September 1st of each year. It shall consist of the West Milford Association representative council (officers and building representatives) and the Superintendent of Schools.
- B. The Liaison Council shall meet at least once a month during the school year. The Council's essential function shall be consultation, discussion, or inquiry in the area of non-instructional concerns.
- C. The Liaison Council shall establish its own rules for procedure.
- D. Written inquiries or recommendations of the Liaison Council shall be answered within forty (40) days.

E. Matters of substance in the above article are not subject to arbitration. Allegations by either party that the other has failed to act procedurally as required in the article are, however, subject to arbitration.

ARTICLE 12

SPECIAL SERVICES

Learning Disabilities Teacher Consultants, Social Workers, and Reading Teachers hired prior to July 1, 1979, shall receive a stipend of \$300 per annum. Special Education and Speech Teachers employed prior to July 1, 1973, shall also receive a \$300 stipend. School psychologist shall receive a stipend of \$1400 per annum.

ARTICLE 13

EXTRA-CURRICULAR STIPENDS

A. Extra-curricular stipends are attached as "Schedule C" and are part of this Agreement for 1991-92, 1992-93, and 1993-94.

ARTICLE 14

DEPARTMENT HEAD STIPEND

- A. Department Head positions shall receive an annual stipend of:
- | | | | | | |
|---------|---------|----------|---------|----------|---------|
| 1991-92 | \$3,000 | 1992-93: | \$3,200 | 1993-94: | \$3,400 |
|---------|---------|----------|---------|----------|---------|
- B. Department Head Teaching Schedule (3 or more teachers in department):
1. 4 periods teaching assignments.
 2. 2 periods department supervision.
 3. 1 period unassigned.
 4. 1 period lunch.
- C. Department Head Teaching Schedule (less than 3 teachers in department):
1. 5 periods teaching assignments.
 2. 2 periods department supervision.
 3. 1 period lunch.
- D. Head Teacher positions shall receive an annual stipend of:
- | | | | | | |
|----------|---------|----------|---------|----------|---------|
| 1991-92: | \$2,500 | 1992-93: | \$2,600 | 1993-94: | \$2,700 |
|----------|---------|----------|---------|----------|---------|

ARTICLE 15

TUITION REIMBURSEMENT

A. The Board of Education shall reimburse tenured professional employees for tuition costs, as prescribed below for a maximum of eighteen (18) graduate credits within a school year, commencing with the summer session, provided that the staff member has served at least one contractual year within the West Milford Township School System. Total reimbursement to teachers by the Board shall not exceed the amounts below, and unused funds shall not be carried over into the next year.

1991-92: \$45,000 1992-93: \$50,000 1993-94: \$50,000

B. Tuition cost for courses will be fully reimbursed at the state college rate.

C. Grade reports shall be considered proof of having taken a course or courses. A grade of "B" or better is necessary for reimbursement.

D. In order to avoid a duplication of benefits from public funds, courses taken under Veteran's Benefit Act, National Science Foundation Grants, NDEA Grants, ESEA Grants, or other scholarships and aids, shall not be subject to tuition reimbursement.

E. The Superintendent shall approve reimbursement of tuition costs in the order in which staff members shall apply, within the priority class of the application. When an applicant shall have earned six credits during a contract year, his application shall receive the lowest priority in the class in which the application falls.

F. Priority Classes and Monetary Limits:

1. Courses directly related to the present teaching assignment.
2. Graduate work or courses related to an advanced educational certification: A. Non-administrative; B. Administrative.
3. Any course not directly related to present assignment and not part of a program for advanced educational certification (only three (3) credits shall be allowed per year).

G. Courses that will not be approved:

1. Pass/Fail courses where grades (A, B, C, D, etc.) are available.
2. Weekend or travel courses not directly related to present teaching assignment.

H. The approval of applications for the summer session shall not exceed fifty percent of the contractual sum, 70% allocated to #1 above, 30% allocated to #2 above) nor shall the amount approved for the fall

session exceed thirty percent of the contractual sum (80% allocated to #1 above, 20% to #2 above). The remainder of the contractual amount shall apply to the spring session and disbursed in the same manner as that of the fall session, except that any remaining monies shall be utilized for #3, then #4, above in the order the applications were received.

I. Reimbursement shall be made within forty (40) days of submission of an itemized voucher with grade slips attached.

J. The Board shall pay the full costs of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or such other sessions which a teacher is required or requested by the Board to take.

ARTICLE 16

TEACHERS' RIGHTS

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

B. No teacher shall be reduced in rank or suffer loss of compensation or shall be deprived of any professional advantage without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

C. Teachers shall be permitted to leave their schools during their lunch periods and during their preparation periods after notifying the principal or his designee.

D. No teacher shall be requested or required to assume or perform the duties of an extra contractual assignment prior to final Board appointment at a public Board meeting. Contracts for extra contractual assignments should accompany the teaching contract whenever possible.

E. Evaluation of Students--The teacher will determine grades and other evaluations of students, subject to the grading policies of the West Milford Township School District, based upon his professional judgment of criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without discussion with the teacher, if possible. A change in grade shall be noted on the permanent record.

F. Criticism of Teachers--Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methods shall be made in private and not in the presence of students, parents, or at a public gathering.

ARTICLE 17

ASSOCIATION RIGHTS

A. The Board agrees from time to time to furnish the Association upon reasonable request such public records as provided in and in accordance with the provisions of the Laws of 1963, Chapter 73, R.S. Cum. Supp. 47:1A et seq., and amendments and supplements thereto; and the Board further agrees to provide information which may be necessary for the Association to process a grievance or complaint.

B. Whenever any representative of the Association or any teacher participates during working hours in scheduled negotiations by mutual agreement or by a recognized third party, or grievance proceedings, or conferences with the Board or Administration relating to and restricted to the West Milford Township School System, he shall suffer no loss in pay.

C. The present Board practice which allows the Association and its representatives the rights, with approval of the principal, to use school buildings at all reasonable hours shall be continued; if custodial services are needed, the Association agrees to pay for such services.

D. The present Board practice which allows the Association the right, with approval of and by prior arrangement with the principal, 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, shall be continued. The Association shall pay, at reasonable prices, the costs of all materials, supplies, and repairs incident to such uses.

E. The Association shall have in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the administration office for Association notices. Copies of all materials to be posted on such bulletin boards initialed by the appropriate WMEA officer, shall be given to the building principal, but no approval shall be required.

F. The present Board practice which allows the Association the right to use the inter-school mail facilities and school mail boxes shall be continued.

G. Provisions for an Association Orientation Day prior to the opening of school shall be granted.

H. The Board shall grant the President of the Association five (5) planning periods per week (no more than one in any day) in which to conduct Association business. The schedule shall be worked out by the principal and the President.

I. Upon request of the Association, vending machines shall be placed in the teachers' lounges and teachers' lunch areas. The profits from all such machines shall be placed in the WMEA treasury. The Association assumes full responsibility for the costs of installation and maintenance of vending machines.

ARTICLE 18

TEACHING HOURS AND TEACHING LOADS

A. As professionals, teachers shall be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.

B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of their pupils' school day. Teachers shall be permitted to leave fifteen (15) minutes after the close of their pupils' school day.

C. Teachers shall have a daily duty-free lunch period of at least the following lengths:

1. Elementary School--30 minutes
2. Middle School--30 minutes
3. High School--1 full period

D. Substitutes shall be hired, whenever possible, for absent elementary special area teachers.

E. A teacher shall submit at least three days of practical plans for use by a substitute.

F. All reasonable attempts shall be made to avoid the following:

1. Middle and high school teachers changing teaching stations more than three times a day.
2. Middle and high school teachers teaching more than three periods successively.
3. Continuous teaching by elementary teachers of more than 2 1/2 hours.

G. Teachers in the elementary schools shall be accorded a preparation period each teaching day, except in the event of an emergency. When an emergency has required a cancellation of a preparation period, it shall be made up within a reasonable time, not to exceed a period of ten days. Feasibility or serious financial problems, in respect to the second and third year of this agreement, may subject the foregoing preparation period to renegotiation.

H. Evening meetings will be held per the following schedule:

1. High School--2 meetings
2. K-8--2 meetings

ARTICLE 19

TEACHER EVALUATION

A. A teacher shall have the right, upon request, to review the contents of his personal files and to receive copies, at his expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to designate those documents and/or other materials in file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

B. No material derogatory to a teacher's conduct, services, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which shall not be available for the teacher's inspection.

D. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person, whether or not

used in any manner in evaluating a teacher, shall be promptly investigated, and notice of any such complaint shall be given to the teacher. The teacher shall be given an opportunity to respond to and rebut such complaint, and shall have the right to be represented by the Association at any meeting or conferences regarding the complaint.

E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents or other material shall be placed in the personnel file of such teacher after severance.

F. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before a conference is called to discuss it. Such reports shall not be submitted to the central office, placed in a teacher's file, or otherwise acted upon until the aforesaid conference with the teacher shall have occurred. No teacher shall be required to sign a blank or incomplete evaluation form.

G. Under normal conditions, the formal evaluation schedule will be:

Tenured--2 observations plus summary evaluation

Non-tenured--3 observations plus summary evaluation

ARTICLE 20

LEAVES OF ABSENCE

A. Tenured members of the teaching staff who anticipate birth of a child shall file with the Superintendent of Schools an application for leave, together with a physician's certificate setting forth the last day of active employment. They shall be eligible forty-five (45) days from presentation of the certificate to receive maternity leave, without pay, for one (1) calendar year and such additional time as will permit the leave of absence to terminate on the following August 31, except leaves commencing prior to October 31st, in which event additional time beyond June 30 of the present school year may be granted at the Board's discretion.

B. Non-tenured members of the teaching staff who are pregnant shall file with the Superintendent of Schools an application for maternity leave and a physician's certificate setting forth the last day of active employment. They shall be eligible forty-five (45) days from presentation of the certificate to receive leave, without pay, until June 30th of that school year.

C. The Superintendent of Schools, for proper cause or upon application of the teacher, may recommend the termination of the leave to the Board of Education prior to the dates of termination declared in paragraphs one and two above.

D. The Superintendent of Schools, at his discretion, upon application of the teacher, may recommend a one-year extension of the leave to the Board of Education.

E. Should any teacher on leave develop any illness or disability as a result of such pregnancy, precluding resumption of her work at the end of the said leave owing to the aforementioned illness or disability, upon certification or recommendation of the school physician of the Board, she may be granted a further leave of absence by the Board without pay until recovery from such illness. Physician's certification may be requested.

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

G. No teacher on leave shall be denied the opportunity to substitute in the West Milford Township School District in the areas of her certification or competence.

H. A leave of absence without pay of up to one (1) year may be granted to tenured teachers for the purpose of caring for a sick member of the teacher's immediate family if accompanied by certification of hardship. A leave of absence, without pay, until June 30 of that school year may be granted to a non-tenured teacher for the purpose of caring for a sick member of the teacher's immediate family if accompanied by certification of hardship. Additional leave may be granted at the discretion of the Board.

I. At its discretion, the Board may grant a leave of absence without pay to any teacher to campaign or serve in a public office, or to campaign for a candidate for a public office other than himself.

J. A teacher shall not receive increment credit for time spent on a leave granted pursuant to this Article, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.

K. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned

either to the same position which he held at the time said leave commenced, if available, or to a substantially equivalent position.

L. All applications for extensions or renewals of leave shall be made in writing.

M. Teachers who are on leave of absence from the West Milford School District and who are under contract by another district shall be subject to immediate termination of the leave of absence.

ARTICLE 21

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions which would endanger their health, safety, or well being. In the event of any disorder or disturbance which would disrupt the regular school program, the Association shall have the right to meet with the Board or its representatives to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

B. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. Any additional reimbursement will be at the discretion of the Superintendent upon application by the teacher.

C. Reporting cases of assault:

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved, and the Superintendent shall act in appropriate ways as liaison between the teacher, the police, and the courts.

D. A school nurse shall be scheduled to be in each building for the entire school day as heretofore defined in Article 18, Section A, of this Agreement.

ARTICLE 22

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern of the

Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law, or interfere with the school program.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the West Milford Township School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 23

SUPERVISION OF STUDENT TEACHERS

A. MUTUAL RESPONSIBILITY--The Board and the Association recognize that the education of children of the West Milford School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of prospective teachers under the highest standards of the profession.

B. PROCEDURES--The following procedure shall govern the supervision of student teachers:

1. Released Time--Each cooperating teacher shall be provided with release time with pay for attendance at regularly scheduled orientation and evaluation sessions required by a student teacher's college or university.

2. Assignments--A cooperating teacher shall not be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

ARTICLE 24

REPRESENTATION FEE

A. Purpose:

If an employee does not become a member of the Association during any membership year, said employee will be required to pay a representation fee to the Association. The purpose of the fee will be to offset

the employee's per capita cost of services rendered by the Association as majority representative. Fees are not required for partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representation.

B. Amount of Fee:

Prior to the beginning of each school year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that year. The representation fee to be paid by non-members will not exceed eighty-five (85) percent. The Association will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed eighty-five (85) percent of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are 1) expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.

C. Deduction and Transmission of Fee:

The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.

D. 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 year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or b) thirty (30) days after the employee begins his or her 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.

E. Termination of Employment:

The collection structure will be on a prorata basis. Employees terminating their employment will be considered "paid in full" with their last prorata monthly deduction.

F. Changes/New Employee:

The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

On or about the last 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 began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

G. Indemnification and Save Harmless Provision:

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including 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 employer in conformance with this provision.

ARTICLE 25

MISCELLANEOUS

A. Teachers shall not be responsible for the cleaning and maintenance of the faculty rooms.

B. Board practice, rules, regulations or policies relating to terms and conditions of employment applicable to employees shall continue in force and effect during the terms of this Agreement except as this Agreement shall otherwise provide. Board practice shall not be interpreted or construed to mean an isolated or occasional practice which, in the discretion of the Board, is detrimental to the operation of the West Milford School System.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Any individual contract between the Board and an individual teacher, 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, during its duration, this Agreement shall be controlling.

E. Printing costs for the reproduction of this Agreement shall be shared equally by both parties, after mutual agreement on printing format and quantity.

F. Copies of the Agreement shall be given to all employees within sixty (60) days from ratification by both parties.

ARTICLE 26

LENGTH OF AGREEMENT

This agreement shall be effective for three school years from July 1, 1991, to June 30, 1994.

ARTICLE 27

CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have certified ratification of this Agreement by the signatures of their respective Presidents and attested to by their respective Secretaries, all on the 26th day of November, 1991.

BOARD OF EDUCATION OF THE TOWNSHIP
OF WEST MILFORD, IN THE COUNTY OF
PASSAIC

ATTEST: Everett C. Burns
Everett C. Burns, Secretary

By John Oroho
John Oroho, President

WEST MILFORD EDUCATION ASSOCIATION,
INC.

ATTEST: Laura Zusi
Laura Zusi, Secretary

By John J. Neary
John J. Neary, President

DATE: November 26, 1991

SCHEDULE A

SALARY GUIDES/BENEFITS

To determine your salary for the three years of the contract, please check the following flow charts. Check for your appropriate column and step in the 1990-91 salary guide. If you have moved over a column since last year, use your 1990-91 step and your 1991-92 column.

Flow Chart for BA, BA+30, MA

Flow Chart for MA+30, MA+60

<u>90-91</u>	<u>91-92</u>	<u>92-93</u>	<u>93-94</u>	<u>90-91</u>	<u>91-92</u>	<u>92-93</u>	<u>93-94</u>
A	B	C	D	A	B	C	D
B	C	D	E	B	C	D	E
C	D	E	F	C	D	E	F
D	E	F	G	D	E	F	G
E	F	G	I	E	F	G	I
F	G	H	J'/J	F	G	H	J'/J
G	H	I	K'/K"	G	H	I	K'/K"
H	I'/I	J	L	H	I'/I	J	L
I	J	J	L	I	J	K	L
J	J	J	L	J	K	K	L
				K	K	K	L

WMEA SALARY GUIDE 1991-92

<u>Step/Years</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>UN. T/S</u>
A 1	27,200	28,400	29,400	31,500	32,900	21,000 (1)
B 2	27,700	28,900	29,900	32,000	33,400	22,750 (2-3)
C 3	28,200	29,400	30,400	32,500	33,900	23,500 (4-5)
D 4	28,600	29,850	30,850	32,900	34,300	24,200 (6-7)
E 5-6	29,000	30,200	31,200	33,500	34,900	26,000 (8)
F 7-8-9	30,850	32,100	32,850	35,600	37,000	
G 10	33,000	34,950	35,950	38,600	40,000	
H 11-12	36,500	39,000	40,100	43,100	44,500	
I' 13-14 (9/1)	38,800	41,500	42,650	45,625	47,150	
I (2/1)	43,700	47,100	48,350	50,025	51,600	
J 15	43,700	47,100	48,350	51,900	53,750	
K 16				52,900	54,750	

Doctorate + \$1,000

WMEA SALARY GUIDE 1992-93

Step/Years	BA	BA+30	MA	MA+30	MA+60	UN. T/S
A 1	27,200	28,400	29,400	31,500	32,900	22,300 (1)
B 2	29,000	30,200	31,200	33,300	34,700	23,300 (2)
C 3	29,500	30,700	31,700	33,800	35,200	24,300 (3-4)
D 4	30,000	31,200	32,200	34,300	35,700	25,000 (5-6)
E 5	30,500	31,800	32,800	34,900	36,300	26,800 (7-8)
F 6-7	31,650	32,900	34,000	36,400	37,800	27,650 (8+)
G 8-9-10	33,800	35,750	36,750	39,400	40,800	
H 11	37,300	39,800	41,900	43,900	45,300	
I 12-13	42,050	46,100	47,325	49,325	50,900	
J 14-15	46,500	50,150	51,500	54,000	56,000	
K 16				56,325	58,300	

Doctorate + \$1,000

WMEA SALARY GUIDE 1993-94

The prime steps (J', K' and K'') will be removed from the guide at the end of the year leaving a 12-step guide. For the following year, people on steps A to H will advance one step in the traditional manner. People on step I will advance to step J; people on step J will advance to step K; and people on step K'' will advance to step L.

Step/Years	BA	BA+30	MA	MA+30	MA+60	UN. T/S
A 1	27,500	28,700	29,700	31,800	33,200	22,950 (1)
B 2	29,400	30,600	31,600	33,800	35,200	23,950 (2)
C 3	30,900	32,100	33,100	34,500	36,000	25,050 (3)
D 4	31,425	32,625	33,900	36,000	37,400	25,750 (4-5)
E 5	31,950	33,250	34,700	36,700	38,100	27,550 (6-7)
F 6	32,600	34,100	35,900	37,500	39,200	29,400 (8)
G 7-8	34,750	36,500	38,500	40,150	41,900	
H 9-10-11	36,400	38,500	40,550	42,400	44,200	
I 12	38,050	40,550	42,650	44,650	46,500	
J' 13-14 (9/1)	42,800	45,750	47,425	50,075	52,000	
J (2/1)	42,800	46,850	48,075	50,075	52,000	
K' 15 (9/1)	46,100	48,200	49,800	55,750	57,750	
K'' (2/1)	49,400	53,300	54,700	55,750	57,750	
K	46,200	50,100	51,400	55,750	57,750	
L 16	49,400	53,300	54,700	59,850	61,950	

Doctorate + \$1,000

SCHEDULE B
ATHLETIC ACTIVITY GUIDE
COACHES' GUIDE 1991-92

A. HIGH SCHOOL:

<u>SPORT</u>		A	B	C
Football	Head	4,740	5,270	5,725
	Assistant	3,140	3,460	3,855
Wrestling/Basketball	Head	3,635	4,060	4,515
	Assistant	2,345	2,780	3,255
Soccer/Gymnastics/Field Hockey/ Softball/Track/Baseball	Head	3,170	3,595	4,100
	Assistant	2,185	2,610	3,085
Fencing/Ski Racing/Cross Country	Head	2,265	2,580	3,140
	Assistant	1,545	1,970	2,420
Golf/Tennis/Bowling/Cheerleading/ Winter Track	Head	2,105	2,475	2,955
	Assistant	1,385	1,755	2,235

COACHES' GUIDE 1992-93

A. HIGH SCHOOL:

<u>SPORT</u>		A	B	C
Football	Head	5,050	5,610	6,100
	Assistant	3,345	3,685	4,105
Wrestling/Basketball	Head	3,870	4,325	4,810
	Assistant	2,500	2,960	3,465
Soccer/Gymnastics/Field Hockey/ Softball/Track/Baseball	Head	3,375	3,830	4,365
	Assistant	2,325	2,780	3,285
Fencing/Ski Racing/Cross Country	Head	2,410	2,750	3,345
	Assistant	1,645	2,100	2,575
Golf/Tennis/Bowling/Cheerleading/ Winter Track	Head	2,240	2,635	3,145
	Assistant	1,475	1,870	2,380

SCHEDULE B

ATHLETIC ACTIVITY GUIDE (Continued)

COACHES' GUIDE 1993-94

A. HIGH SCHOOL:

<u>SPORT</u>		A	B	C
Football	Head	5,365	5,960	6,480
	Assistant	3,555	3,915	4,360
Wrestling/Basketball	Head	4,110	4,595	5,110
	Assistant	2,655	3,145	3,680
Soccer/Gymnastics/Field Hockey/ Softball/Track/Baseball				
	Head	3,585	4,070	4,640
	Assistant	2,470	2,955	3,490
Fencing/Ski Racing/Cross Country				
	Head	2,560	2,920	3,555
	Assistant	1,750	2,230	2,735
Golf/Tennis/Bowling/Cheerleading/ Winter Track				
	Head	2,380	2,800	3,340
	Assistant	1,565	1,985	2,530

B. MIDDLE SCHOOL:	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Soccer	2,070	2,205	2,345
Assistant Soccer	1,620	1,725	1,835
Basketball	2,345	2,500	2,655
Wrestling	2,715	2,890	3,070
Assistant Wrestling	1,990	2,120	2,255
Track	2,070	2,205	2,345
Assistant Track	1,620	1,725	1,835
Baseball/Softball	2,070	2,205	2,345
Cheerleading	1,750	1,865	1,980
Assistant Cheerleading	1,380	1,470	1,560

C. LONGEVITY PROVISION: An additional \$100 after 10 years in a coaching position listed in A and B.

SCHEDULE C

EXTRA-CURRICULAR STIPENDS

A. HIGH SCHOOL:	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Class Advisor, Grades 11/12	1,170	1,245	1,325
Class Advisor, Grades 9/10	1,170	1,245	1,325
Student Council Advisor	1,065	1,135	1,205
Yearbook Advisor	1,945	2,070	2,200
Newspaper Advisor	1,945	2,070	2,200
Play Drama Director	1,755	1,870	1,985
Play Producer	1,945	2,070	2,200
Play Musical Director	1,755	1,870	1,985
Band Director	4,800	5,135	5,470
Assistant Band Director	2,630	2,815	3,000
Band Assistant	1,945	2,080	2,215
Choral Director	1,430	1,530	1,630
Special Olympics Advisor	745	795	845
Summer Band Camp Director	585	625	665
Summer Band Camp Assistant Director	535	570	605
Summer Band Camp Assistant	295	315	335
B. MIDDLE SCHOOL:	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Student Council Advisor	1,250	1,330	1,415
Yearbook Advisor	985	1,050	1,115
Newspaper Advisor	985	1,050	1,115
Junior Honor Society Advisor	535	570	605
Special Olympics Advisor	745	795	845
C. K-12:	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
OM Program Leader	800	850	900
OM Team Coach/Advisor	1,200	1,275	1,350
Try-Out Assistant	100	100	100

SCHEDULE C

EXTRA-CURRICULAR STIPENDS (Continued)

D. MISCELLANEOUS:

1. Chaperones shall be paid per event at the rate of:

1991-92: \$40 1992-93: \$40 1993-94: \$50

2. Clubs/Activity advisors shall be paid at the hourly rate of:

1991-92: \$16.75 1992-93: \$17.80 1993-94: \$19.00

3. Class trips on an after school and/or overnight basis will be voluntary. Overnight trip chaperones shall receive a stipend of \$80, per night, at no cost to the Board.

4. Non-certified aides in positions under "A" and "B" shall receive \$50 less than published stipend for position.

LAW REFERENCE SECTION

A. Definition of Sick Leave--Sick leave is hereby defined to mean the absence of an employee because of personal disability due to illness, exclusion from school by the school district's medical authorities owing to a contagious disease, or to quarantine for a disease in the employee's immediate household. (NJSA Title 18A:30-1)

B. Payment of sick leave for service connected disability--Whenever an employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employer shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave as provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments as provided in this section shall be made for absence during the waiting period and during the period the employee received, or was eligible to receive, a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation of the Revised Statutes. Salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability. (18A:30-2.1)

C. Appearance of teaching staff member before board or member; when written notice required--Whenever any teaching staff member is required to appear before the board of education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. (18A:25-7)

D. Rights and privileges of the Association--Representatives designated or selected by public employees for the purposes of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by this act shall be the exclusive representatives for collective negotiation

concerning the terms and conditions of employment of the employees in such unit. (34:13A-5.3 excerpt)

E. Unfair Practices--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 demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or disciplining of teachers or in the application or administration of this Agreement on grounds of race, creed, color, religion, national origin, sex, domicile, or marital status relating to terms and conditions of employment.

F. The granting of a salary increment as set forth in the salary schedule shall not be deemed automatic.

The Superintendent shall have the power to recommend to the Board of Education the withholding of a salary increment inefficiency or for other good cause.

Whenever the withholding of an increment is proposed, the individual concerned shall be given written notice and reasons for such proposed withholding by April 1. Said individual shall have the right to appeal in accordance with law.