

AGREEMENT BETWEEN

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

AND THE

**WEST MILFORD SPECIAL CLASS AIDES
AFFILIATED WITH THE
WEST MILFORD EDUCATION ASSOCIATION**

DOING BUSINESS AS

**THE WEST MILFORD TEACHER
ASSISTANT ASSOCIATION**

**FOR THE
PERIOD COVERING**

July 1, 2003 Through June 30, 2006

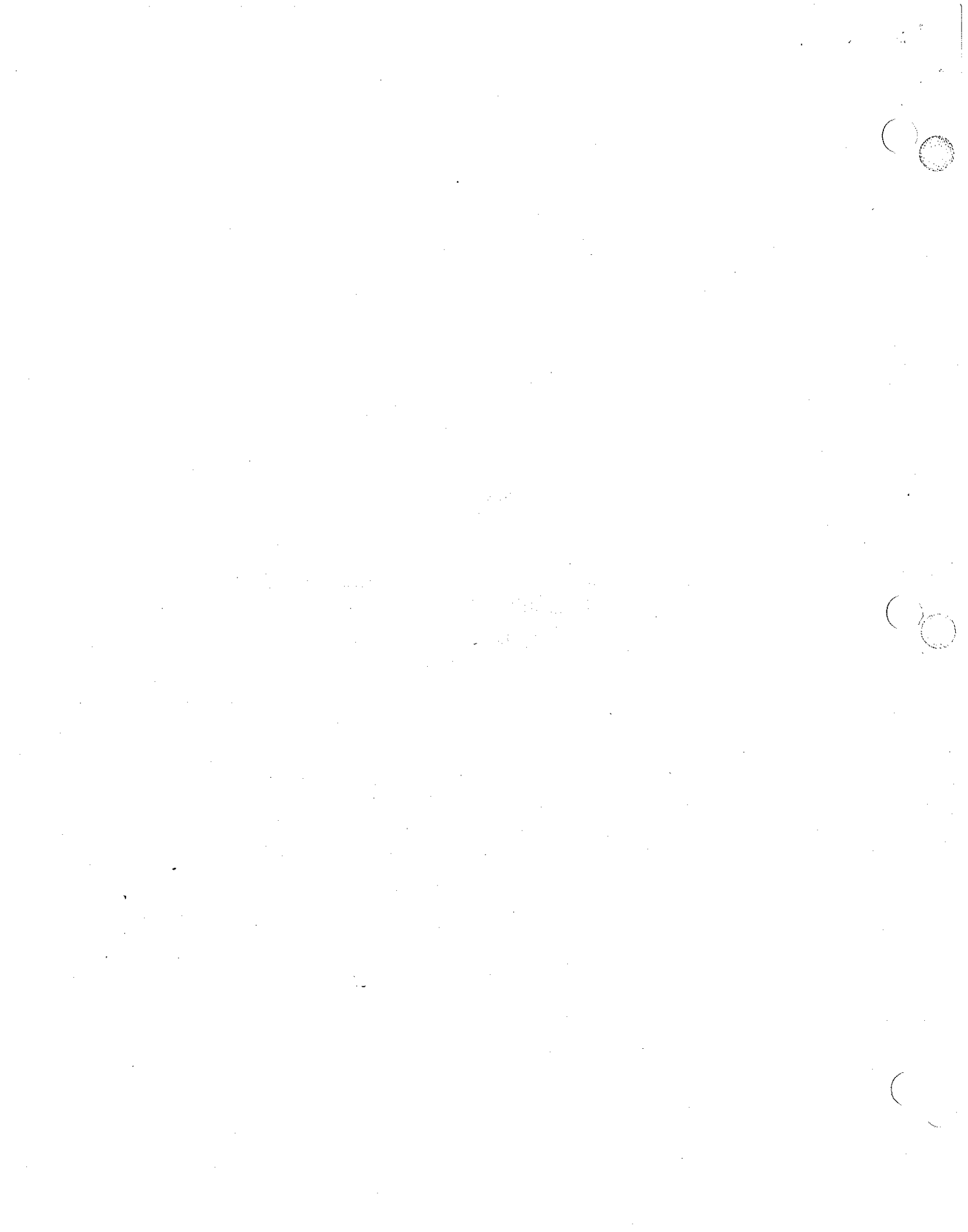


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PREAMBLE

This Agreement is entered into by and between the West Milford Township Board of Education (hereinafter referred to as the "Board") and the West Milford Teacher Assistant Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for non-certified employees in the category of special class aides.

ARTICLE II

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 the 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 Public Employment Relations Commission and shall be governed by rules and regulations thereof. The arbitrator's decision shall be final and binding on all parties. 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 III

BOARD RIGHTS

A. The Board, on its behalf and behalf of the citizens of the Township of West Milford, of Passaic County, in the State of New Jersey, hereby retains and reserves unto itself, all powers, rights, authorities, 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.

B. The exercise of the powers, rights, authorities, duties, and responsibilities of the Board, the adoption of the policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms adopted are not in violation of the Constitution and the laws of the State of New Jersey and of the United States.

C. The Board shall have the right to discharge, suspend, or discipline any employee for just cause. The Board will notify the Association in writing of any discharge or suspension within one (1) working day from the time of suspension or discharge. If the Association desires to contest the discharge or suspension, it shall give written notice to the Board within eight (8)

working days. In such event, the dispute shall be submitted and determined under the grievance procedure.

ARTICLE IV

EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Statutes and other applicable laws and regulations.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

C. Whenever any employee is required to appear before any administrator, supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

WORK SCHEDULE

A. Work Day: All employees shall be advised of a regular daily starting and quitting time, which may be amended for change in class schedule, change of student I.E.P., or emergent situation as defined by the Director of Special Services. Daily work schedule shall include payment for fifteen (15) minutes before and after start of work assignment.

B. Work Year: The work year shall consist of 183 days, which shall include each and every "student reporting day" in accordance with the Board adopted school year calendar, one day before school opens and two additional in-service days.

C. On days and evenings of parent conferences, all aides will work their normal schedules.

ARTICLE VI

SICK LEAVE

A. All employees shall be entitled to ten (10) sick days per year. All days of sick leave not utilized within the year shall be cumulative.

B. Physician's certificate may be requested after three (3) consecutive sick leave days.

ARTICLE VII

PERSONAL LEAVE

A. All employees shall be entitled to the following personal leave schedule, which shall not be cumulative:

1. Personal business days. Application to the employee's principal or other immediate superior for personal leave shall be made at least eight (8) 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.

2. 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
- l. Illness in immediate family* day.
- m. Death in immediate family.

B. *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, grandparents, and other permanent member of the immediate household.

ARTICLE VIII

EMPLOYEE DEVELOPMENT

A. An employee may request reimbursement for expenses incurred upon enrollment or attendance in any workshop, seminar, conference, in-service training session which is required by the Board and directly related to the employee's assignment. The request shall require the endorsement of the employee's immediate supervisor and the approval of the Superintendent or designee.

ARTICLE IX

INSURANCE

A. The Board shall provide and pay for the following insurance for full-time employees (25 hours or more per week) and their enrolled dependents:

A Board-sponsored insurance program of medical-surgical, hospitalization, major medical, and dental protection. Employees hired after May 20, 2004 shall only be eligible for point-of-service (POS) medical insurance coverage, if otherwise qualified.

B. Employees currently enrolled in traditional indemnity medical insurance coverage who voluntarily switch to POS coverage will receive 35% of the difference in premiums between the traditional indemnity plan and the POS plan for the same coverage type. Payment shall be made for three (3) years following the switch. After three (3) years, payment will terminate. Once an

employee switches into POS, the employee shall no longer be eligible for traditional indemnity coverage.

C. Employees may voluntarily forego health insurance coverage. Any employee who voluntarily foregoes health insurance will receive a stipend in the amount of: \$1,500 in 2003-04; \$1,750 in 2004-05; and \$2,000 in 2005-06. Any employee who voluntarily forgoes health insurance coverage shall be entitled to re-establish coverage in which he/she is eligible upon the occurrence of a major life event.

ARTICLE X

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 nor 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 Bar.

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 June 16, 1994 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 pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata 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 XI

COMPENSATION

A. SALARY GUIDES - WEST MILFORD SPECIAL CLASS AIDES

<u>Years Exp.</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1a		15.18	15.32
1b			15.82
1	14.87	15.58	16.32
2	16.19	16.96	17.77
3	17.58	18.41	19.29
4	18.91	19.81	20.75
5	19.81	20.75	21.73

*Years of Service - More than 90 school days of employment in a school year shall be counted as one (1) year of service for compensation purposes.

ARTICLE XII

REDUCTION IN FORCE

A. In the event of a "reduction in force", the Board will continue its existing practice of the lay-off and recall of employees on the basis of length of service in the district as a member of the bargaining unit.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2003, through June 30, 2006

ARTICLE XIV

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the parties and the settlement of all bargain able issues which were, or could have been, the subject of negotiations. All prior agreements, either oral or written, are hereby canceled. During the term of this Agreement, neither party shall be required to negotiate over any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement may not be altered, changed, or otherwise modified except by the consent of the parties as evidenced by a signed, written document.

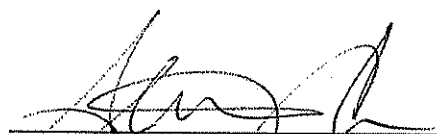
ARTICLE XV

CERTIFICATION OF AGREEMENT

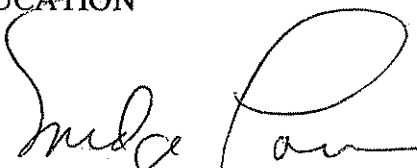
The parties hereto have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2004.

ATTEST:

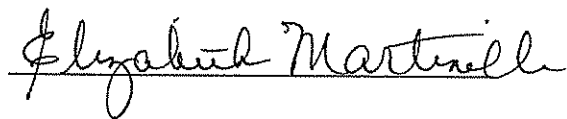
WEST MILFORD BOARD OF
EDUCATION



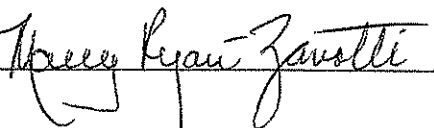
Steven Cea, Board Secretary/
Business Administrator

By: 

Midge Touw, President

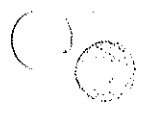


Elizabeth Martiniello

By: 

Harry Ryan Zavotti

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