

C O N T R A C T

~ ~ ~ ~ ~

NEW MILFORD BOARD OF EDUCATION

and

CONFIDENTIAL EMPLOYEES

JULY 1, 2005 - JUNE 30, 2008

PREAMBLE

This agreement is entered into in its entirety, by and between the New Milford Board of Education of New Milford, hereinafter called the "Board", and the Confidential Employees pursuant to Chapter 123, Public Laws of 1974, which provides for an agreement between the Board and its employees with respect to the terms and conditions of employment.

TABLE OF CONTENTS

PREAMBLE

<u>ARTICLE</u>		<u>Page</u>
I	AGREEMENT.....	2
II	PROCEDURES	3
III	GRIEVANCE PROCEDURE.....	4
IV	MANAGEMENT PREROGATIVES.....	7
V	WORK SCHEDULE.....	8
VI	SALARY GUIDE PROVISIONS	9
VII	HEALTH INSURANCE PROVISIONS	11
VIII	SICK LEAVE	13
IX	TEMPORARY LEAVE OF ABSENCE	14
X	EXTENDED LEAVES OF ABSENCE.....	17
XI	VACATION POLICY	20
XII	EDUCATIONAL DEVELOPMENT.....	22
XIII	MISCELLANEOUS PROVISIONS	23
XIV	SEPARABILITY AND SAVINGS.....	24
XV	FULLY BARGAINED PROVISIONS	25
XVI	DURATION OF AGREEMENT	26

ARTICLE I- AGREEMENT

Both the Board and the Confidential Employees agree that the employees listed below shall perform the duties of Confidential Employees in and for the New Milford Public School District as prescribed by the laws of the State of New Jersey and by the policies, rules and regulations established by the Board of said District.

Confidential Employees:

Secretary to Superintendent of Schools

Secretary to Assistant Superintendent for Instruction

Secretary-Administrative Assistant to Business Administrator/Board Secretary

Financial /Payroll Services Coordinator

ARTICLE II - PROCEDURES

- A. The Board and the Confidential Employees agree to review the terms and conditions of employment of the Employees for the purpose of arriving at a mutually satisfactory agreement. The Confidential Employees reserve the right to present proposals to the Administration and/or Board prior to the beginning of the succeeding contract.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. In the event that the agreement is not agreed to by the start of the new contract year, the existing agreement will continue in effect. Upon reaching an agreement, terms and conditions will be retroactive to the start of the new contract year.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean that employees or a representative of employees may appeal the interpretation, application, or alleged violation of this agreement, and administrative decisions affecting them. A grievance to be considered under this procedure must be initiated in writing, within twenty (20) calendar days from the time when employees knew or should have known of its occurrence.

B. PROCEDURE

The Grievance Procedure shall consist of four (4) Levels.

1. Level One

The employee with a grievance shall first discuss it with the immediate supervisor, with the objective of solving the matter informally.

2. Level Two

If, within five (5) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to the immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.
- c. The nature of the loss, injury, or inconvenience.

The immediate supervisor shall communicate his decision to the grievant in writing, within five (5) school days of the receipt of the written complaint.

GRIEVANCE PROCEDURE

3. Level Three

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant.

4. Level Four

If the grievance is not resolved to the grievant's satisfaction, she may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, within fifteen (15) school days.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision shall be deemed acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, providing the adjustment is not inconsistent with the terms of this agreement.
- E. Any employee may be represented at all stages of the grievance procedure by herself, or a person of her choosing.
- F. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to the Business Administrator and follow the procedures starting with Level One.
- G. Meetings and hearings under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.

ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:11-1 New Jersey Statutes Annotated 1968, the Board shall:
1. Make, amend, and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of the conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and
 2. Perform all acts and do all the things consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V - WORK SCHEDULE

- A. All Confidential Employees covered by this Agreement shall work an eight (8) hour day which includes one (1) hour for lunch or dinner.
- B. The hours of work for all employees shall be determined and established annually by the Business Administrator in consultation with the immediate supervisor(s). Normally the day shift hours will occur between 6:00 a.m. and 6:00 p.m.
- C. All Confidential Employees will be off on the days listed on the School Calendar established annually by the Board, attached hereto and known as SCHEDULE B, except each employee may be required to work two (2) days, over all the breaks as scheduled by the Business Administrator and/or Superintendent. Scheduled early dismissals for staff shall be an early dismissal for confidential employees, as determined by their direct supervisor. In the event it is necessary for a Confidential Employee to work during the scheduled breaks, she will be compensated at 1/240 of her annual salary per day or given compensatory time off.
- D. In the event it is necessary for any employee to work in excess of forty (40) hours in any one (1) week, overtime shall be paid at the rate of time and one-half.

ARTICLE VI - SALARY GUIDE PROVISIONS

- A. Confidential Employees will receive an annual base salary increase of 4.65%.
- B. All new employees will be employed at a salary not to exceed the maximum secretarial salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31 of any year shall be eligible for a full increment. All personnel employed February 1 or after shall not be eligible for an increment unless granted the increment by the Board.
- D. The Board's non-confidential employees' secretarial salary guide will be used as a basis for negotiated increases.
- E. Longevity shall be defined as actual years of service in New Milford and payments are in addition to regular base salary.

SALARY GUIDE PROVISIONS

Longevity is eliminated for anyone hired in the District after July 1, 2005.

All twelve (12) month employees shall receive longevity payments in accordance with the following schedule:

- . In the tenth through and including the twelfth (10th-12th) year, add one thousand five hundred (\$1,500) dollars
- . In the thirteenth through and including the fifteenth (13th-15th) year, add two thousand five hundred (\$2,500) dollars
- . In the sixteenth (16th) year and every year thereafter, add three thousand five hundred (\$3,500) dollars

- F. Annual increases, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the employee's immediate supervisor(s).
- G. Employees will be hired on a sixty (60) day trial basis.
- H. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- I. The night shift shall receive a differential of two hundred (\$200) dollars per annum.

ARTICLE VII - HEALTH INSURANCE PROVISIONS

A. The Board shall provide health care insurance protection designated below, paying full premium for each Confidential Employee's coverage and appropriate coverage for dependents. Provisions of the existing Health Benefits Program shall be detailed in the master policies and contracts agreed upon by the Board and the Confidential Employees, and shall include:

- Hospital room and board and miscellaneous costs
- Out-patient benefits
- Laboratory fees, diagnostic expenses and therapy treatments
- Maternity costs
- Surgical costs
- Major medical coverage
- Prescription coverage

A. The Board reserves the right to change insurance carriers, provided benefits are not diminished.

B. The Board will provide individual coverage in the following Health Care Insurance Plans for Confidential Employees hired prior to July 1, 2002. Confidential Employees hired after July 1, 2002, the Board will provide individual coverage only for the employee. The Confidential Employee may choose to enroll his/her dependents in these plans at a cost to be established by the Board, but paid for by the Confidential Employee. The Board will provide and pay for the Confidential Employee's dependent coverage upon commencement of the Confidential Employee's fourth (4) full year of service.

- Dental Plan – Employees shall contribute five (5%) percent of the annual premium.
- Vision Care Plan

HEALTH INSURANCE PROVISIONS

- C. To be eligible for health insurance coverage under the provisions of this Article, a Confidential Employee must be regularly employed no less than thirty (30) hours per week.
- D. The Board agrees to adopt the provisions of Chapter 88 Public Laws as amended by Chapter 436 PL 1981. This law provides for full premium payment of health benefits for certain retired employees and their spouses as specified in Chapter 88 as amended.

ARTICLE VIII - SICK LEAVE

- A. All twelve (12) month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year pursuant to NJSA 18A:30-2. When an employee works less than a full contractual year, the number of sick days will be prorated accordingly. Unused sick leave days shall be accumulated from year to year, with no maximum limit. For accumulation purposes, the Board will consider that employees earn one (1) sick day for each month worked.
- B. Noncumulative additional sick leave benefits may be allowed to employees upon application to and approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and noncumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of $\frac{1}{240}$ of annual salary for twelve (12) month employees.
- D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave, provided they meet the criteria set forth below.
 - 1. A minimum of ten (10) years of continuing employment for the New Milford Board of Education is required.
 - 2. The employee must be retiring or leaving the system.
 - 3. In the event of the death of an employee who has otherwise fulfilled the requirements of this Article, the benefit noted in Section D shall be paid to the employee's designated beneficiary or estate.
- E. The amount of sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment.
- F. The sick leave benefit shall be computed by multiplying the days of accumulated sick leave by fifty-five (\$55) dollars per day. The total sick leave benefit payable shall not exceed twelve thousand five hundred (\$12,500) dollars per individual.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, Confidential Employees shall be entitled to temporary leave of absence as follows:

1. Death in the Immediate Family

a. Leave of absence without loss of pay following death in the family* shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or five (5) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

* wife · husband · son · daughter · mother · father · sister · brother
mother-in-law · father-in-law · daughter-in-law · son-in-law

b. Leave of absence without loss of pay following death of other family members* shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or three (3) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

* sister-in-law · brother-in-law · grandparents · close friend

2. Death of Other Relative

In case of death of any relative not listed in Part 1 above, the Confidential Employee shall be granted one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the Confidential Employee's employment or in any other legal proceeding that the Confidential Employee is required by law to attend, shall be granted without loss of pay.

TEMPORARY LEAVE OF ABSENCE

4. Personal Leaves

- a. Noncumulative personal leave, without a reason, up to three (3) days total per school year, shall be granted without loss of pay. Two (2) of the three days can be carried over to the following year. Personal days cannot total more than six (6) days.
- b. All applications for personal leave, except in cases of emergency, shall be made at least five (5) school days prior to the requested leave. In an emergency, the leave form will be completed upon the return to work.
- c. Personal leave application forms shall be available in the central office each building. Such forms shall be forwarded to the Business Administrator by the building principal after he has made a recommendation.

B. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Business Administrator, shall be granted with the stipulation that the employee shall forfeit 1/240 (twelve month employees) of their base pay.

C. Leave under Article IX shall not be cumulative.

D. Jury Duty

1. A regular employee who loses time from his job because of jury duty as certified by the Clerk of Court shall be paid by the Board his daily rate of pay. The employee agrees to turn over the jury duty check to the Board.
 - a. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
 - b. The employee must not have voluntarily sought jury service.
 - c. The employee must during the school year request to be excused from jury duty while school is in session.
 - d. The employee must submit adequate proof of the time served on the jury duty.

TEMPORARY LEAVE OF ABSENCE

D. Jury Duty (continued)

2. If any employee on jury duty is released by the Court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. in order to receive pay for that day.

ARTICLE X - EXTENDED LEAVES OF ABSENCE

A. Maternity Leave of Absence

1. All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for the balance of the school year in which the said leave begins.
2. Tenured employees who have been granted maternity leave may annually apply for additional maternity leave. The total maternity leave granted can not exceed twenty-four (24) consecutive months, except as noted in paragraphs 3 and 4.
3. The return of an employee from a maternity leave of absence must coincide with the beginning of the school year in September or the start of the second semester in January. Employees on maternity leave may apply for leave beyond twenty-four (24) months only if their scheduled return does not coincide with the start of the school year or the beginning of the second semester.
4. Additional maternity leave beyond twenty-four (24) months will not be extended beyond either the start of a school year, or the beginning of the second semester following the employee's scheduled date of return.
5. Maternity leave shall be granted subject to the following conditions:
 - a. An employee shall notify the Business Administrator of her pregnancy as soon as it is medically confirmed.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

EXTENDED LEAVES OF ABSENCE

6. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.
7. Employees desiring to return from leave of absence shall notify the Board in writing on their intent to return to employment in New Milford on or before March 1 for a return date at the beginning of the school year and on August 1 for a return date at the beginning of the second semester. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave for that year or semester.
8. No employee shall be removed from her duties during pregnancy, except upon one of the following:
 - a. The Board has found that her work performance has noticeably declined.
 - b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee, whose opinion on medical capacity shall be final and binding.
 - c. Any other just cause.
9. The time spent on maternity leave shall not count for placement on the salary guide.
10. All provisions of Paragraph A shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child.

EXTENDED LEAVES OF ABSENCE

11. If any employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for purpose of this Section shall be defined as the period commencing thirty (30) calendar days before anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of disability as shall be certified to the Board by the employee's physician.
- B. At the discretion of the Business Administrator, absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick husband, wife, child, or parent of the employee.
- C. All accumulated benefits to which an employee was entitled at the time her leave commenced, including unused accumulated sick leave, shall be restored upon return.
- D. In accordance with the rules and regulations of the State Health Benefits Plan at the prerogative of the employee on leave, insurance will be paid for by the employee in order that such coverage be maintained.

ARTICLE XI - VACATION POLICY

- A. All full time twelve (12) month employees with five (5) or less years of service as of July 1 each year shall be entitled to ten (10) working days vacation each year. Vacation shall be earned at the rate of one (1) day per month by all twelve (12) month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six (6) months of employment with the New Milford School System.
- B. All full time twelve month (12) employees with more than five (5) years service as of July 1 each year, having started between June 15 and September 5, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one half (1½) days per month by all twelve (12) month personnel with more than five (5) years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.
- C. All requests for vacation time will be submitted in writing to the employees immediate supervisor for approval. After approval by the immediate supervisor, in consultation with the Business Administrator, a copy will be returned to the employee.
- D. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.
- E. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

VACATION POLICY

- F. Vacation is to be taken in the fiscal year following the fiscal year in which it is earned and as the needs of the system permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused. No more than five (5) unused vacation days will be reimbursed by the Board.
- G. Vacation days should not accumulate from year to year. The Business Administrator may permit an accumulation of no more than five (5) days in a year. A request to accumulate days beyond five (5) is subject to Board approval.

ARTICLE XII - EDUCATIONAL DEVELOPMENT

- A. The Confidential Employees shall be provided the opportunity to participate in approved educational programs.
- B. Approval for participation and reimbursement in said educational program shall be at the sole discretion of the Business Administrator.
- C. Confidential Employees expressing an interest in a particular educational program, shall apply to the Business Administrator in writing.
- D. Recognition will be given for college credits earned towards a college degree in a field relevant to current positions as follows:
- ❖ Twelve hundred (\$1200) dollars will be added to the annual base salary upon completion of each college year credit (i.e. freshman, sophomore, etc.).
 - ❖ Previous approval of college degree courses by Superintendent is required.
 - ❖ A fund of two thousand (\$2,000) dollars per school year will be established for the purpose of providing the Confidential Employees with reimbursement for college tuition.
- *Note: It is understood that guidelines will be set up so that the disbursement of these funds will be equitable among all members of the confidential unit.
- E. Recognition will be given towards the attainment of Microsoft Office User Specialist Master Certification as follows:
- ❖ Seven hundred (\$700) dollars will be added to the annual base salary upon the attainment of each MOUS Certification.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared, reproduced, and presented to all Confidential Employees now employed, or hereafter employed.
- B. Whenever a Confidential Employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she shall suffer no loss in pay.
- C. All job openings shall be advertised to the staff two (2) weeks prior to filling the position.
- D. For the purposes of layoff and recall of employees covered by this Agreement:
 - 1. Seniority will apply provided the employee has the ability and qualifications to do the work as determined by Central Administration.
 - 2. Recall rights shall be effective for a maximum period of two (2) years provided the employee on layoff continues to provide the board office with a current address and telephone number.

ARTICLE XIV - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Confidential Employee is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time when they negotiated or executed this Agreement, except as required by Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.

ARTICLE XVI - DURATION OF AGREEMENT

- A. This Agreement shall be effective, except where noted, as of July 1, 2005 and shall continue in effect through June 30, 2008 subject to the Confidential Employees' right to negotiate over a successor agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by Representatives of the Board and Confidential Employees.

Attested to this Nineteenth day of September, 2005.

NEW MILFORD BOARD OF EDUCATION

NEW MILFORD CONFIDENTIAL
EMPLOYEES

By: _____
Daniel Conner
President

By: _____
Donna Heinzmann
Representative

By: _____
Thomas Crispino
Negotiations Chairperson

By: _____
Janet Kuchta
Representative

By: _____
Stacy Garvey
Board Secretary