

COLLECTIVE BARGAINING 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, 2015 through June 30, 2018

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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 1 – 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 2 – SALARY

A. SALARY GUIDES - WEST MILFORD SPECIAL CLASS AIDES

	2015-2016 ANNUAL**
1*	\$22,420
2*	\$23,037
3*	\$23,655
4	\$24,273
5	\$24,890
6	\$25,570
7	\$26,311
8	\$27,114
9	\$27,978
10	\$28,991
11	\$30,004
12	\$31,079
13	\$32,339
14	\$33,883

	2016-2017 ANNUAL**
1*	\$22,679
2*	\$23,297
3*	\$23,914
4	\$24,532
5	\$25,150
6	\$25,829
7	\$26,570
8	\$27,373
9	\$28,238
10	\$29,251
11	\$30,264
12	\$31,338
13	\$32,598
14	\$34,142

	2017-2018 ANNUAL**
1*	\$23,062
2*	\$23,680
3*	\$24,297
4	\$24,915
5	\$25,533
6	\$26,212
7	\$26,953
8	\$27,756
9	\$28,621
10	\$29,634
11	\$30,647
12	\$31,721
13	\$32,981
14	\$34,525

*added 2015-2016 school year

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.

****Full-time rates** – The annual salary is based on full-time employment. Part-time employees' salaries will be prorated.

ARTICLE 3 – BENEFITS

- A. Subject to the Sidebar Agreement dated May 24, 2016, the Board shall provide and pay for the following insurance for full-time employees (more than thirty (30) hours per week) and their enrolled dependents. Employees hired prior to July 1, 2015 working fewer than thirty (30) hours per week and who are currently receiving insurance benefits will continue to receive benefits so long as they continue to work a minimum of twenty-five (25) hours per week.
 - 1. A Board-sponsored insurance program of medical-surgical, hospitalization, major medical, and dental protection shall be provided to all contracted employees. Employees hired after May 20, 2004, shall only be eligible for point-of-service (POS) medical insurance coverage, if otherwise qualified. Effective May 1, 2016, if not previously enrolled in the Traditional/PPO Plan, employees may not buy up to that plan.
- B. Effective upon ratification of the within 2015-2018 Agreement, certified new employees will receive single-only coverage for their first four (4) years of service. Non-certified new employees will receive single-only coverage for their first three (3) years of service. Certified and non-certified employees will have an opportunity to purchase additional coverage to meet their family needs.
- C. Effective March 1, 2010, the co-pay has increased for POS participants to fifteen dollars (\$15.00) for all services as described in the schedule of covered services.
- D. Effective upon ratification of the within 2015-2018 Agreement, the deductible for the Traditional/PPO plan participants will increase to four hundred dollars (\$400.00) per person and eight hundred dollars (\$800.00) per family.

- E. Employees currently enrolled in Traditional/PPO medical insurance coverage who voluntarily switch to POS coverage will receive 35% of the difference in premiums between the Traditional/PPO 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/PPO coverage.
- F. Effective following the May 2016 Open Enrollment Period, employees may no longer enroll in the Traditional/PPO health plan.
- G. Employees may voluntarily forego health insurance coverage. Any employee who voluntarily foregoes health insurance will receive a stipend in the amount of \$2,000 per year for the term of this Agreement. 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.
- H. Effective upon ratification of the within 2015-2018 Agreement, the Emergency Room co-pay for the Direct Access Plan will increase to one hundred dollars (\$100). Effective July 1, 2016, the prescription mail-in payment for the Direct Access Plan will increase to ten percent (10%) of cost.

ARTICLE 4 – 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 situations 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. All employees will work the hours established by the Board. Those employees working a full student day will be entitled to a lunch period not to exceed a student lunch period, as well as two (2) fifteen (15) minute breaks.
1. Full Time Employees: (6.5 hours/day at the Secondary Level; 6.75 hours/day at the Elementary Level):
 2. Part Time Employees:
 - a. Lunch Period: None
 - b. Break Time: For less than 3.5 hours/day: no break time; for 3.5 hours/day or more: one (1) 15-minute break during the school day.
- B. Work Year - The work year shall consist of 181 school days plus two (2) in-service/professional days.
- C. On days and evenings of parent conferences, all aides will work their normal schedules.

ARTICLE 5 – LEAVES

- A. Sick Leave
1. 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.
 2. Physician's certificate may be requested after three (3) consecutive sick leave days.

3. Effective July 1, 2016, Full Time Special Class Aides shall be entitled to compensation for accumulated sick leave upon retirement at the rate of \$40 per day, to a maximum of \$5,000.
4. Employees who change bargaining units shall continue to accumulate sick leave. At retirement, they will be compensated pursuant to the benefits accrued in each unit. The total payment may not exceed \$15,000.

B. Personal Leave - All employees shall be entitled to the following personal leave schedule, which shall not be cumulative:

1. Personal business days: two (2) days. Application to the employee's principal or other immediate superior for personal business day 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:
 - 1) Graduation of other than members of immediate family
 - 2) Recreational travel
 - 3) Entertainment
 - 4) Vacation
 - 5) Automobile repairs or inspection
 - 6) Lack of transportation
 - 7) Driving son or daughter to college, except for first visit
 - 8) Community meetings, except where attendance is required
 - 9) Attendance at conventions/conferences in area not applicable to employment (except for a fete for immediate family member)
 - 10) Elections work at polls
 - 11) Outside business interests that could be accomplished after school hours
 - 12) Illness in immediate family* day.
3. Illness in the *Immediate Family: one day.

C. Death in the *Immediate Family

An employee shall be permitted up to seven (7) consecutive bereavement days, including weekends, immediately following the death of an immediate family member. *Immediate family member shall be a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, son or daughter-in law, grandparent, grandchild, or registered domestic partner or civil union partner. Special circumstances may be appealed to the Superintendent.

ARTICLE 6 – PROFESSIONAL DEVELOPMENT

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 7 – 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 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 Association 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 The Association's Grievance Committee can invoke the grievance procedure free from any prejudicial or punitive action.

C. Procedure:

1. Time Limits – Grievance shall be moved by the steps described below promptly. Time may be extended by common agreement, in writing.
2. Step One – The Association shall first discuss the grievance with the immediate superior either within five (5) school days of the occurrence or when the Association 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 Association within three (3) school days.
3. Step Two – If the Association employee is not satisfied with the disposition of the grievance at Step One, it 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 Association.

4. Step Three – If the grievance is not resolved to the satisfaction of the Association, 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 Association and render a decision in writing to the Association. 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 Association is not satisfied with the disposition of its grievance in the foregoing steps, it 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 Association 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 Association. Any additional expenses shall be paid by the party incurring same.

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

ARTICLE 8 – 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 9 – 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 10 – REDUCTION IN FORCE

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. Service to the District will be considered provided that, at the Superintendent's discretion, the retained employee can perform the duties of the position s/he is assuming, based on a rating of "competent" or higher on the relevant evaluation rubric.

ARTICLE 11 – 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 12 – 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 13 – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2015, through June 30, 2018.

ARTICLE 14 – CERTIFICATION OF AGREEMENT

The parties hereto have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2017.

ATTEST:

WEST MILFORD BOARD OF
EDUCATION

Barbara Francisco
Barbara Francisco, Board Secretary/
Business Administrator

By: James Foody
James Foody, President

June 12, 2017

WEST MILFORD TEACHER
ASSISTANT ASSOCIATION

By: Susan M. Nebiker
Susan Nebiker, President

SIDEBAR AGREEMENT
WEST MILFORD BOARD OF EDUCATION
AND THE
WEST MILFORD EDUCATION ASSOCIATION

May 24, 2016

Whereas the West Milford Board of Education ("Board") and the West Milford Education Association ("Association") have entered into a Memorandum of Agreement ("Memorandum") covering the period from July 1, 2015 through June 30, 2018; and

Whereas the Board and Association have both ratified the Memorandum, but have not yet reduced its terms to a final contract document; and

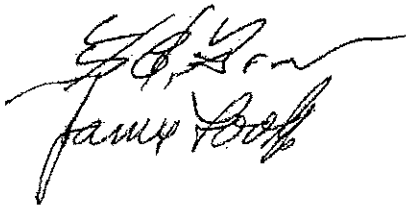
Whereas Paragraph 6 of the Memorandum reflects the parties' agreement with respect to medical benefit entitlements for employees hired after the date of ratification; and

Whereas the parties have determined that the agreed upon language does not currently serve either parties' needs,

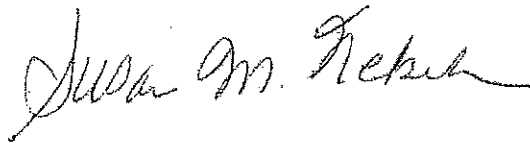
Now, therefore, be it resolved that for the period from July 1, 2015 through June 30, 2018, the above noted language will not be enforced by the Board or the Association; and

Be it further resolved that, at the end of the 2015-2018 contract term, the Board may, in its sole discretion, determine whether that language should remain in the agreement subject to the Association's right to bargain alternative language.

For the Board

Handwritten signature of James Bobb, representing the Board.

For the Association

Handwritten signature of Susan M. Kerk, representing the Association.