
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WEST MILFORD TOWNSHIP BOARD OF EDUCATION

AND

THE WEST MILFORD ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS

Covering the Period of
July 1, 2009 through June 30, 2012

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PREAMBLE

This agreement is made and entered into this 22 day of September, 2009 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter referred to as the "Board" and the WEST MILFORD ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS, hereinafter referred to as the "Association."

Now, therefore, the Board and the Association, parties hereto, in consideration of their mutual covenants, do hereby agree in manner as follows:

ARTICLE 1 – RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole bargaining agent for Principals, Assistant Principals, Coordinators, Supervisors/Coordinators, Teaching Supervisors, Dean of Students and Athletic Director.

ARTICLE 2 – SALARY GUIDES

- A. The salary guides in Exhibit A for existing employees are part of this Agreement. New salary guides for existing employees will reflect rate increases for each year of this agreement as follows: 2009-2010 = 3.8%, 2010-2011 = 3.8%, 2011-2012 = 3.75%.
- B. Doctorate stipend will be awarded as follows in addition to the published salary guide to employees that obtain their doctorate degree during employment by the Board, and acquired from a school accredited by the New Jersey Department of Education: 2009-2010 - \$1,900 2010-2011 - \$2,000 2011-2012 - \$2,100.
- C. Starting salaries for new employees shall be negotiated between the Board and the candidate with no input from the Association. Upon establishment of the starting salary, while in good standing, the employee shall obtain salary increases based on the negotiated guide rate increases listed in Article 6, paragraph A.
- D. Members of the WMAAS acquiring tenure for the first time as an administrator will receive a salary adjustment of \$2,000 upon tenure and prorated as determined by the start date. The effective date of this article is July 1, 2009, and once received in the position will be applied to the employee's base salary.

ARTICLE 3 – LONGEVITY

- A. Longevity increment for 15, 20, 25, 30, and 35 years of experience within the district and to employees presently receiving longevity are as follows:
 - 1. 2009-2010 = \$950
 - 2. 2010-2011 = \$950
 - 3. 2011-2012 = \$950
- B. Employees entering this unit after October 16, 2000 shall not be entitled to this benefit. However, employees entering this unit after October 16, 2000 who are eligible for longevity as a result of their membership in another District bargaining unit, shall be entitled to longevity as set forth above.

ARTICLE 4 – HEALTH BENEFITS

- A. Board sponsored insurance program of medical/surgical hospitalization, Rider J equivalent, major medical, and dental protection (super composite coverage or equivalent) shall be provided.
 - 1. Employees starting after June 30, 2003 shall work a minimum of 30 hours to be eligible for health benefits.
 - 2. Employees starting after June 30, 2003 will be eligible for only Point of Service (POS) plan with their choice of coverage level. Employees currently eligible for benefits from another unit would maintain the choice of plan.
 - 3. Effective July 1, 2010 members enrolled in the POS plan will have a \$15 co-pay.
- B. Any employee who voluntarily diminishes 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.
- C. The major medical deductible shall be \$200/person, \$400/family for 2009-2010. Effective July 1, 2010 the deductible shall be \$300/person, \$600/family. The plan shall also contain provisions for mandatory second surgical opinions, continued stay review and stay pre-certification.

ARTICLE 5 – SICK LEAVE

- A. Members of the Association shall be allowed annual sick leave as follows:
1. Twelve (12) month employees in this bargaining unit prior to July 1, 2006 shall receive fourteen (14) sick days.
 2. Employees in this bargaining unit prior to July 1, 2006 with 42 non-reporting days shall receive thirteen (13) sick days.
 3. Employees in this bargaining unit prior to July 1, 2006 with 58 non-reporting days shall receive twelve (12) sick days.
 4. Employees entering this bargaining unit on or after July 1, 2006 shall receive twelve (12) sick days.
- B. SICK LEAVE – per 18A:30-1 is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.
- C. 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.
- D. PHYSICIAN'S CERTIFICATE REQUIRED FOR SICK LEAVE – a physician's certificate may be requested by the Superintendent when sick leave is claimed after five (5) consecutive working days absent.
- E. SICK DAY PAYMENTS – Upon certified retirement, employees shall receive unused sick leave payment as follows:
1. Rates upon certified retirement:
 - a. 2009-10: \$150.00 per day
 - b. 2010-11: \$150.00 per day
 - c. 2011-12: \$160.00 per day
 2. Retirement notice to the Board shall be no less than 60 days.
- F. The maximum benefit for unused sick leave shall not exceed \$8,000 for employees ~~in~~ entering this bargaining unit on or after October 1, 1995. Employees entering this unit from any position in the district in which their sick leave at retirement benefit was not capped, shall not be subject to the cap in this agreement.

ARTICLE 6 – PERSONAL LEAVE

The provisions for personal leave at full pay stated below shall be for one year and unused days shall not be accumulative for use in another year.

- A. **DEATH IN THE IMMEDIATE FAMILY** – an allowance of up to five (5) consecutive working days leave immediately following death shall be granted for each occurrence with special circumstances approved by the superintendent. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any member of the immediate household. These days are in addition to provisions stated below. Days may be granted for family members whose relationships are not specifically set forth above, at the sole discretion of the Superintendent.
- B. **PERSONAL DAYS** – Three (3) days for personal business. A maximum of ten (10) unused personal days may be converted to sick days over the course of employment with the Board. Notice to the member's immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason. Personal days to be taken on Mondays, Fridays, or the date preceding or following a school holiday or recess must be approved by the Superintendent.
- C. Employees in the "Association" shall be encouraged to devote days to meetings, conventions, and other professional activities appropriate to their assignment and/or the school system's needs. The Superintendent shall receive written requests from the employee. Approval may be granted by the Superintendent for a period not to exceed four (4) days; longer periods of time shall require Board approval.
- D. An extended leave of absence for one year may be granted to broaden a school administrator's professional background upon recommendation of the Superintendent and approval of the Board.

ARTICLE 7 – HOLIDAYS, VACATION, AND NON-REPORTING

- A. **HOLIDAYS** – All employees covered by this Agreement shall be entitled to thirteen (13) holidays per contract year as adopted by the Board for twelve month employees.
- B. **VACATION**

1. The twelve (12) month employees in the unit prior to July 1, 2006 shall be entitled to twenty-eight (28) days vacation per year. For the purpose of this section twelve (12) month employees is limited to the High School Principal, Middle School Principal and the Supervisor/Coordinator of Technology.
2. Employees hired to a twelve (12) month position on or after July 1, 2006 shall accrue vacation days as follows:
 - a. 20 vacation days per year
 - b. 24 days upon tenure
 - c. 28 days after 10 years in the unit
3. Per diem shall be calculated at 1/260.
4. Under ordinary circumstances, such vacation time may not be taken while school is in session.
5. Should an administrator be requested to forego all or part of his/her vacation time, he/she shall be entitled to pro rata reimbursement.
6. Any unused vacation days (maximum five (5) days per year) may be accumulated up to a total of ten (10) vacation days with the Superintendent's approval.
7. Vacations must be scheduled and approved through the Superintendent. The Building Principal is responsible for ensuring proper administrative coverage for his/her building when school is not in session. Any special situations will be reviewed with and approved by the Superintendent.
8. The four (4) 11 month employees receiving vacation days for the carry over days and earned days as of June 30, 2006 shall be paid for said days at a per diem rate of 1/220 of the 2005-2006 salary. Payment to be made over three (3) years.

C. NON-REPORTING DAYS

1. Eleven (11) month employees in the unit prior to July 1, 2006 shall be entitled to 42 non-reporting days with per diem calculated at 1/220.
2. Ten (10) month employees in the unit prior to July 1, 2006 shall be entitled to 58 non-reporting days with per diem calculated at 1/220.
3. Employees, exclusive of the High School and Middle School Principals and the Supervisor/Coordinator of Technology, entering the unit on or after July 1, 2006 shall receive non-reporting days as follows with per diems calculated at 1/260:

- a. 27 non-reporting days
 - b. 32 non-reporting days upon tenure
 - c. 37 non-reporting days after 8 years
 - d. 42 non-reporting days after 13 years
4. Non-reporting days must be scheduled and approved through the employee's immediate supervisor. The Building Principal is responsible for ensuring proper administrative coverage for his/her building when school is not in session.

ARTICLE 8 – PROFESSIONAL DEVELOPMENT

A. WORKSHOPS

1. Attendance at graduate courses, workshops, and/or seminars shall be encouraged for unit administrators at least once every year. The above shall reflect a direct application to the employee's position and shall require the prior approval of the Superintendent to qualify for reimbursement.
2. Conference, workshop, and/or seminar travel and registration fees shall be reimbursed subject to prior approval. Total reimbursement for the unit shall not exceed \$16,000 per year for the life of this Agreement.

B. TUITION REIMBURSEMENT

1. Reimbursement for graduate credit tuition shall be provided, up to a maximum of nine (9) credits per year per employee, provided the course work is related to the employee's position and has the approval of the Superintendent.
2. The Board's liability shall be capped at \$15,000 per year for the life of this Agreement.
3. Grade reports shall be considered proof of having taken a course or courses. A grade of "B" or better is necessary for reimbursement.
4. The Superintendent has the complete right to approve or disapprove reimbursement of tuition, fees, and/or expenses that the professional staff member is taking within his/her field. Further, the Superintendent has the right to recommend to the Board of Education the additional reimbursement of tuition, expenses, and fees when such action is seen to be a special advantage to the school district.

5. In order to avoid a duplication of benefits from public funds, those courses/seminars taken under Veteran's Benefit Act, National Science Foundation Grants, and NDEA Grants, ESEA Grants, or other scholarship and aids shall not apply for reimbursement.

Employees accepting tuition reimbursement agree to remain in the Board's employ for a period of at least two (2) years after receiving reimbursement. Failing to continue service, the administrator shall repay to the Board a sum bearing the same ratio to the amount of reimbursement received that the unfilled portion of the subsequent years of service bears to the full two (2) years, unless the administrator is incapacitated or has been discharged.

ARTICLE 9 – BOARD'S 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.

ARTICLE 10 – SCHOOL CALENDAR

The Board shall consult with the Association in establishing the calendar for each school year during the term of this Agreement.

ARTICLE 11 – JOB OPENINGS

The Board agrees that it will direct the administrative officials to post in the main office of each building throughout the school district reasonable and sufficient notices of job openings, for which existing personnel may be certified. Said notices shall provide that if said personnel are interested in any of the positions posted, they shall be required to formally notify the Superintendent in writing by a given date, to be stated in the notice. A copy of all administrative vacancy notices shall be sent to the Association and copies shall be posted for a reasonable time.

ARTICLE 12 – 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/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 13 – SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, such provision shall be inoperative.

ARTICLE 14 – GRIEVANCE PROCEDURE

- A. STATEMENT OF POLICY – It is the policy of the Board of Education to establish and maintain a climate favorable to education within the community and to encourage a spirit of cooperation, trust, and mutual responsibility between the Board and its entire staff. To accomplish those ends, this procedure is adopted. The Board hereby declares as a statement of policy that any employees of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.
- B. PURPOSE – The purpose of this procedure is to secure at the lowest possible step resolution of difficulties concerning terms and conditions of employment. Both parties agree that these proceedings will be kept informal and confidential at step one of this procedure and formal and confidential on subsequent steps.

C. DEFINITIONS

1. The term "grievance" as used herein is defined as a breach, misinterpretation, regarding terms and conditions of employment.
2. The term "employee" shall mean any individual included in Article 1 of this Agreement.
3. The term "immediate superior" shall mean the individual designated in Step 1 of Section D of the procedure covering Order of Appeal except that where any individual serves more than one school in the district, the term "immediate superior" shall mean the Superintendent.
4. The term "representative" shall mean any agent assigned by the Association to the aggrieved as his/her spokesman. The Association agrees to provide the Board of Education or a committee conducting a hearing with the name of the said representative and Association authorization in writing prior to any hearing.
5. The term "business day" shall mean any day upon which the Central Office is open.

D. ORDER OF APPEALS

<u>FROM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Principal	N/A	Superintendent	Board	Arbitration
Curriculum Super/Coordinator	Director of Ed.	Superintendent	Board	Arbitration
Assistant Principal Athletic Director Supervisor/Coordinator Teaching Supervisors Dean of Students	Principal	Superintendent	Board	Arbitration

E. STEPS

1. **Time Limits** – Grievances shall be processed through the following steps in the interest of disposing of any complaints promptly and within the timelines prescribed below except by mutual agreement in writing.

2. **Step One** – An aggrieved person shall first discuss the grievance with his/her immediate superior. Such complaint shall be made within five (5) business days of the occurrence. The reply to the grievance at this step shall be made to the aggrieved employee within three (3) business days.

3. **Step Two** – If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he/she shall, within no more than five (5) business days, file the grievance in writing with the Superintendent if he/she is not the immediate superior on Step One. The Superintendent shall render his/her written decision after receiving the said written grievance from the aggrieved employee within seven (7) business days unless a longer period is mutually agreed upon by the parties.

4. **Step Three** – If the grievance is not resolved to the satisfaction of the aggrieved employee, he/she, no later than five (5) business days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent. 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 and forward copies thereof to the aggrieved employee within five (5) business days of the next regularly scheduled board meeting unless a longer period is mutually agreed upon by the parties.

5. **Step Four** – Arbitration--If the aggrieved employee is not satisfied with the disposition of his/her grievance in the foregoing step, he/she shall have thirty (30) business days to notify the Board and file for arbitration (failure to act within said thirty (30) business days shall indicate that the grievance has been withdrawn). Arbitrable grievances are those which are based upon an allegation that there has been a violation of the expressed terms of this Agreement.

6. The Board or the aggrieved employee shall apply for an arbitrator through the Public Employment Relations Commission and shall be governed by the 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. Any additional expenses shall be paid by the party incurring same. The Arbitrator shall be without authority to add to, subtract from, or otherwise modify the terms of this Agreement.

ARTICLE 15 – DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2009, and shall remain in full force and effect until June 30, 2012.

ARTICLE 16 – CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officer on the 22 day of September, 2009.

ATTEST:

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

Steven Cea
Board Secretary

By: _____
Timothy Foley
President

WEST MILFORD ASSOCIATION OF
ADMINISTRATORS AND SUPERVISORS

Neil Holster
Negotiations Committee Chairperson

By: _____
Raymond Johnson
President

Exhibit A: SALARY GUIDE

Staff Member	Title	2009-2010	2010-2011	2011-2012
Anzelone*	Teach/Super - 7-12	116,270	120,690	125,220
Apryas	Elementary Prin.	114,360	118,710	123,160
Bernstock	HS Principal	144,280	149,760	155,380
Burks	Assistant Principal	118,830	123,350	127,980
Citro	Supervisor - K-12	97,710	101,420	105,220
Cresbaugh	Director of Guidance	121,320	125,930	130,650
Delaney	Elementary Prin.	133,380	138,450	143,640
Gillen	Athletic Director	126,650	131,460	136,390
Gorski	Supervisor - K-12	86,880	90,180	93,560
Gretina	Supervisor - K-12	107,130	111,200	115,370
Griswold	Supervisor - K-12	126,650	131,460	136,390
Holster	Super/Coor	135,260	140,400	145,670
Johnson	Macopin Principal	138,700	143,970	149,370
Longo	Supervisor - K-12	89,000	92,380	95,850
Ludwig	Dean/Supervisor	126,650	131,460	136,390
McCormick	Elementary Prin.	133,380	138,450	143,640
Montgomery	Supervisor - K-6	123,350	128,040	132,840
Novak	Elementary Prin.	91,000	94,460	98,000
Oberer	Elementary Prin.	133,380	138,450	143,640
Pollaro	Assistant Principal	110,370	114,560	118,860
Reinhold	Assistant Principal	118,120	122,610	127,210
Strianse	Assistant Principal	89,270	92,660	96,130
Valentine	Teaching Supervisor	115,310	119,690	124,180
Wisniewski	Elementary Prin.	102,160	106,040	110,020

*Anzelone – Add \$10,000 stipend for High School Assistant Principal responsibilities.

Revised 10/5/2009 SC