

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE WEST MILFORD TOWNSHIP  
BOARD OF EDUCATION**

**AND THE**

**WEST MILFORD EDUCATIONAL  
SECRETARIES ASSOCIATION  
AFFILIATED WITH THE  
WEST MILFORD EDUCATION ASSOCIATION**

**COVERING THE PERIOD OF**

**July 1, 2018 through June 30, 2021**

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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 Educational Secretaries 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 terms and conditions of employment for the categories of unit secretaries and building aides (hereinafter referred to as "employees") for the duration of this Agreement.

## ARTICLE 2 – SALARY AND HOURS

A. The regular hours of employment for all full-time employees shall be thirty-five (35) hours per week Monday through Friday divided over five (5) working days of seven (7) hours work plus one (1) hour lunch.

B. Overtime Hours

1. Time and one-half (1 ½) shall be paid for all work performed at the request of the immediate supervisor or Superintendent of Schools under the following conditions:
  - a. All secretaries may be required to work a reasonable amount of overtime.
  - b. All work in excess of seven (7) hours in one day or thirty-five (35) hours in one week will be paid for at the overtime rate, or compensatory time, at the rate of straight time up to forty (40) hours, and at a rate of time and one-half above forty (40) hours.
2. All work performed on a recognized holiday or on Sunday shall be compensated at double the regular rate of pay.

3. Overtime provisions shall comply with the Fair Labor Standards Act.
- C. Employees working three and one-half hours per day shall receive one (1) fifteen minute rest period per day. Employees working thirty-five (35) hours per week or more shall receive two (2) fifteen minute rest periods per day.
- D. Compensation benefits are set forth in the attached Schedule A and are part of this Agreement.
- E. On days students are dismissed early due to inclement weather, unit members shall be released by their building administration, provided the building is appropriately covered.

### ARTICLE 3 – BENEFITS

- A. Insurance – Subject to the Sidebar Agreement dated May 24, 2016, the Board shall provide and pay the following insurance for full-time employees (employees working 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. The hospitalization/medical surgical plan shall include pre-certification/continued stay review and mandatory second surgical opinion. Employees hired after May 20, 2004, shall only be eligible for point-of-service (POS) medical insurance coverage, if otherwise qualified. Eligible employees may buy up to Tradition/PPO medical insurance, coverage by paying the difference in premium through payroll deduction. Effective May 1, 2016, if not previously enrolled in the Traditional/PPO

Plan, employees may no longer buy up to them.

2. a. Effective upon ratification of the 2015-18 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.
- b. The parties entered a Sidebar Agreement that made paragraph (a), above unenforceable for the 2015-18 contract term. That sidebar also provides that at the end of that contract, the Board, in its sole discretion, may determine whether to retain paragraph (a) in the Agreement subject to the Association's right to bargain different language. No such language was negotiated, and the Board has opted to retain paragraph (a), but will not enforce it without prior written notice to the Association,
3. 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.
4. Effective upon ratification of the 2015-18 Agreement, the deductible for Traditional/PPO plan participants will increase to four hundred dollars (\$400.00) per person and eight hundred dollars (\$800.00) per family.
5. 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.

6. Effective following the May 2016 Open Enrollment Period, employees may no longer enroll in the Traditional/PPO health plan.
7. 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, or through annual open enrollment.
8. The parties will include in their subsequent negotiations contract and in their settlement thereof any increase in the total cost of the medical benefit plan over 15% for the prior school year.
9. Effective upon ratification of the 2015-18 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 YEAR/CALENDAR**

##### **A. Secretaries**

1. The work year will consist of 194 work days to be taken as follows:
  - a. 181 days while school is in session.
  - b. 13 days as assigned by immediate supervisor and approved by the Superintendent.
  - c. Payment for additional work beyond the 194 days will be at a 1/194 rate.

2. At the Superintendent's discretion, GCN's (Global Compliance Network), or similar, may be completed by secretaries in full during the months of July and August during non-compensated time. Presentation of the Certificate of Completion to the employee's immediate supervisor on the first reporting day of September will allow the secretary to be exempt from reporting for one Professional Day of the school year as determined by the Superintendent. The official list of the GCNs will be available on July 1st of each year. Secretaries who choose not to participate will be expected to attend all professional days of the school year in order to satisfy his/her contractual requirements.

3. Position posting for summer employment shall be issued on or before May 1st, unless extended by mutual consent, and specify the following:

- d. Position
- e. Number of work days available
- f. Date requirements

4. Summer position preference will be given to the person in position. Normal screening procedures shall apply.

B. Building Aides

1. The work year shall consist of 182 days while school is in session.
2. The work week shall consist of five consecutive days, Monday through Friday.
3. Building aides assigned to another unit category for a period not less than five (5) consecutive work days shall be paid at the "on guide" year one entry hourly rate of the unit category assigned.

4. Building aides working in the summer for a secretary shall be paid 1/194<sup>th</sup> of the year one entry hourly rate.

#### ARTICLE 5 – LEAVES

##### A. Sick Leave

1. Sick Leave Allowable

- a. Building Aides: 10 days per year.
  - b. Building Secretary: 12 days per year.
2. For purposes of this Article, sick leave is hereby defined to mean the absence from his or her post for duty, of any person because of personal disability due to illness or because he or 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 a disease in his or her immediate household. (N.J.S.A. Title 18A:30-1).
  3. All days sick leave not utilized in any year shall be cumulative.
  4. A physician's certificate may be requested after three (3) consecutive sick days.
  5. Employees, except building aides, shall receive payment for unused sick days upon certified retirement at rate of \$76.00 per day for the term of this Agreement. Payment shall be made by January 15<sup>th</sup> of the year following retirement. This provision does not apply to building aides.
  6. The maximum benefit for unused sick leave shall not exceed 125 days for employees hired effective July 1, 1985, and after. This provision shall not apply to employees hired prior to July 1, 1985.
  7. 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, but in no case shall any payment under paragraphs 5, 6, or 7 total more than \$15,000.

B. Personal Leave/Secretaries – Full-time employees shall be entitled to five (5) days of full pay for personal leave to be non-cumulative, as follows:

1. Illness in the immediate family (proof of illness may be requested).
2. Two (2) days for personal business. 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). The applicant for such leave shall not be required to state the reason except on Mondays, Fridays, or the day preceding or day following a school holiday or vacation.
3. Marriage

\*No more than five (5) days shall be allowed in the above (B. 1-3).

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, son or daughter-in-law, sister or brother-in-law, grandparent, grandchild, or registered domestic partner or civil union partner. Special Circumstances may be appealed to the Superintendent.

D. Personal Leave/Aides

1. Personal leave provision of two (2) personal days per year, with pay, which are not cumulative.
2. Family illness – one day (proof of illness may be required).

E. Leave of Absence

1. Maternity Leave – Whenever a full-time employee shall become pregnant, she shall furnish the employer with a certificate from her physician stating the expected date of delivery and the certification of the last day of active employment. She shall be eligible, forty-five (45) days from presentation of the certificate, to receive maternity leave without pay for one calendar year and such additional time as will permit the leave of absence to terminate on the following June 30 except leaves commencing prior to and including October 15 in which the leave shall extend only to June 30.
2. The Superintendent of Schools, for proper cause and upon application of the employee, may recommend the termination of the leave (prior to its proper date of termination) for approval to the Board of Education.
3. Should any employee absent on maternity leave, develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the School Physician of the Board of Education until she has recovered from such illness.
4. Any tenured employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption.
5. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Milford School District in the areas of her competence.

6. A leave of absence without pay of up to one (1) year shall be granted to tenured employees for the purpose of caring for a sick member of their immediate family if accompanied by certification of hardship. A leave of absence without pay of up to one (1) year may be granted to a non-tenured employee for the purpose of caring for a sick member of their immediate family if accompanied by certification of hardship. Additional leave may be granted at the discretion of the Board.
7. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.
8. Upon returning from any Board approved leave of absence, an employee shall return to the same category position held at the time the leave commenced.
9. A temporary leave of absence, without pay, may be granted by the Board at the written request of an employee.

F. Legal

Time necessary for attendance in any legal action related to the employee's employment or in any proceeding in which the district is a party, or in any other legal proceeding when the employee shall be required by law to attend.

**ARTICLE 6 – PROFESSIONAL DEVELOPMENT**

- A. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshop, seminar, conference, in-service training session, or such sessions which an employee is required to attend by the Board.
- B. An employee may request tuition reimbursement and other reasonable expenses incurred upon enrollment or attendance in any course, workshop, seminar, conference, in-service training session which, in view of the employer, will enhance the operation of the office of

the employee or the school operation in general. The request shall require the recommendation of the employee's principal and the approval of the Superintendent. For employees hired after January 1, 2016, tuition reimbursement shall be available only to tenured staff.

## ARTICLE 7 – SENIORITY

### A. Definition

1. Seniority shall be defined as the length of time an employee has worked continuously under regular contract in a specific bargaining unit category as defined by Article I: Recognition.

### B. Seniority List

The Administration shall maintain a seniority list of employees by category, and a copy shall be furnished to the Association prior to July 15.

### C. Accrual

1. An employee's seniority shall commence at the date of the initial hire under regular contract. In the event that two or more employees commenced their employment on the same date, seniority shall be determined by alphabetical order of their last names at date of hire.
2. Seniority shall accrue during a continuous authorized leave of absence with pay. Seniority shall not accrue during leaves of absence without pay.

### D. Loss of Seniority – An employee's seniority shall be lost when the employee:

1. terminates voluntarily.
2. is discharged for cause.

3. is laid off for a period of one year or a period exceeding the length of the employee's continuous service, whichever is less.
4. is absent without leave for three (3) consecutive days without notification and satisfactory excuse to the administration.
5. fails to report to work when recalled from layoff.
6. fails to report to work after the expiration of a leave of absence.
7. has been employed elsewhere while on authorized leave of absence.

E. Layoff

1. Employees shall be laid off on the basis of their seniority.
2. In the event an employee is scheduled to be laid off and there exists a vacant position in category, then seniority shall prevail in considering employees to be laid off.
3. Employees cannot exercise seniority to displace other employees in existing positions except under the layoff procedure.

F. Recall

1. Whenever a vacancy occurs, employees who are on layoff shall be recalled in accordance with their seniority in the reverse order in which they were laid off.
2. In cases of recall, the employee is to advise the Board within three (3) working days after written receipt by registered mail at the employee's last known address as to whether or not the employee's rights to recall will be exercised. Lack of notification will constitute a loss of recall rights.

**ARTICLE 8 – PROMOTIONS AND TRANSFERS**

A. Promotions

1. When a secretarial vacancy occurs, the Administration shall interview the five (5) most senior applicants. The Secretary Coordinator or designee will have input into the evaluations tool used in the interview process. The Secretary Coordinator or designee will be involved in the interview process. The final decision remains the prerogative of the Board.
2. An employee who is promoted shall serve a 180-day probationary period as if the employee were a new hire. If the employee is removed from the new job during the probationary period, the employee shall be returned to the employee's former job without loss of seniority or other benefits, except that if the employee is discharged the employee may make a claim to the grievance and arbitration provisions of the Agreement.
3. A job opening shall be posted on appropriate bulletin boards in each school for a period of five working days. Copies of all postings shall be sent to the Association President.

B. Transfers

1. Nothing herein shall preclude the Board from filling emergency positions with any employee in the bargaining unit whom it finds qualified, provided such temporary assignments shall not exceed fifteen (15) working days. If the emergency extends beyond fifteen (15) working days, the Board and the Association will meet to work out a mutually acceptable solution.
2. If a twelve (12) month employee is transferred to a 194 day position, the salary of the former twelve-month employee shall be reduced to the salary of a 194 day employee.

3. The Board shall make every reasonable effort to transfer employees within their own respective bargaining units. However, should it become necessary to transfer an employees into a unit position, it shall be discussed with the President of the Association prior to the transfer.
4. The reward for a fair day's work is a fair day's pay. The Association agrees that it will fully cooperate with the Board and support the Board's efforts to assure a fair day's work on the part of all employees covered by this Agreement. The Association will actively combat absenteeism and other practices that will impair efficiency. It further agrees that all employees will abide by all rules and will attempt to eliminate all waste, to conserve materials and supplies and improve quality, follow safe practices, and reinforce good will among the Board and its employees.

## ARTICLE 9 – 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.
6. The arbitrator shall not add to or subtract from, or in any way modify, the terms of this Agreement.

#### **ARTICLE 10 – 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 five (5) working days. In such event, the dispute shall be submitted and determined under the grievance procedure.

#### **ARTICLE 11 – EMPLOYEE RIGHTS**

- A. No employee shall be disciplined or reduced in rank or compensation without just cause.
- B. Whenever any employee is required to appear before the Superintendent, Board, or their designee, concerning any matter which could adversely affect the continuation of that employee in her position, employment, or salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview. Suspension of an employee pending charges may be with pay at the discretion of the Board. This section does not apply to immediate supervisor-employee conferences.

- C. Released time shall be provided for full-time employees who must travel out of town to complete requirements for a Board requested physical examination. This provision shall not apply to doctor's visits required pursuant to Article 5, Paragraph A-4.
- D. Pursuant to Chapter 123, P.L. of New Jersey 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not direct or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey 1974, or other law of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.
- E. Tenure will be granted as per Title 18A.

**ARTICLE 12 – DUES CHECK-OFF**

- A. It is agreed that upon submission of a dues membership application for payroll deduction of his/her Association membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Association. Dues deductions shall continue for the duration of this Agreement, any extensions thereof or

until authorization is terminated by the employee.

- B. Dues as deducted and forwarded monthly to the Association shall be accompanied by a list of the names of all employees from whose wages such dues deductions have been made.
- C. The duly authorized financial officer of the Association shall certify to the Board the amount to be deducted monthly from the wages of such employees. The amount to be deducted from the wage of any employee who has authorized deductions shall not be increased or decreased until thirty (30) working days after written notice of such change has been received by the Superintendent from the duly authorized financial officer of the Association.

#### **ARTICLE 13 – SAVINGS CLAUSE**

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employment covered by the Agreement as established by practice, rules, regulation or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Board practice shall not be interpreted or construed to mean isolated or occasional practice(s) which in the discretion of the Board are detrimental to the operation of the West Milford School System.
- B. If any provision of this Agreement or any application of the Agreement, to any employee or group of employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 14 – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021. Not less than 120 days prior to the Board’s budget submission date or 90 days prior to the expiration of this Agreement, whichever comes first, either party desiring termination or modification shall make known its desires in writing to the other party. If neither party shall give notice this Agreement shall continue in full force and effect. If either party shall give such notice, then negotiations shall commence no later than 90 days prior to the expiration date.

**ARTICLE 15 – CERTIFICATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have certified ratification of this Agreement to the signatures of their respective Presidents and attested to by their respective Secretaries, all on the 23rd day of July, 2019.

ATTEST:

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

Barbara Francisco  
Barbara Francisco, Board Secretary/  
Business Administrator

By: Lyrda Van Dyk  
Lyrda Van Dyk, President

WEST MILFORD EDUCATIONAL  
SECRETARIES ASSOCIATION

\_\_\_\_\_

By: Susan M. Heber  
Susan Nebiker, President

**Schedule A: Compensation/Benefits**

**Secretaries**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	49435	50435	51435
2	50435	51435	52435
3	51435	52435	53435
4	52460	53460	54460
5	53491	54491	55491
6	54455	55499	56608

**Building Aides**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	12324	12724	13224
2	12674	12974	13374
3	13306	13327	13627
4	13938	13957	13980
5	14574	14594	14634
6	15249	15359	15469