

AGREEMENT

Between

**THE WEST MILFORD
BOARD OF EDUCATION**

and

**THE WEST MILFORD
UNAFFILIATED
BOARD OFFICE UNIT**

Covering the Period

July 1, 2009 through June 30, 2012

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PREAMBLE

This Agreement is entered into by and between the West Milford Board of Education ("Board") and the West Milford Unaffiliated Board Office Unit ("Employees").

ARTICLE 1 -- RECOGNITION

The Unit shall include all full and part-time clerical/secretarial personnel employed by the Board in the Board Office Unit in the following positions:

Administrative Assistant to the Superintendent

Head Accounting Associate

Administrative Assistant to the Director of Education

Administrative Assistant to the Business Administrator/Board Secretary

Administrative Assistant to the Director of Special Services

Board Office Administrative Assistants

Accounts Payable Associate

Payroll Accounting Associate

Accounting Associate

Data Systems Associate

Receptionist

Clerical Assistant

Administrative Assistant to the Supervisor of Transportation (Transportation Office)

All other positions not named above shall be excluded from the Unit. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations of mandatory subjects of bargaining for all members of the Board Office Unit, whether under contract or on leave.

ARTICLE 2 – SALARY

A. Salary Guides:

Staff Member	Title	2009-10	2010-11	2011-12
Calcagno	Admin. Asst./Board Office	59,080	61,090	63,170
Costello	Admin. Asst./Superintendent	69,970	73,380	75,870
Charles	Admin. Asst./Business Administrator/Board Secretary	63,630	65,790	68,030
Conlon	Admin. Asst./Board Office	59,080	61,090	63,170
DiBari	Admin. Asst./Transportation	59,080	61,090	63,170
Gaffney	Admin. Asst./Director of Spec. Services	61,540	65,790	68,030
Chintala	Data Systems Associate	45,800	47,360	48,970
Christie*	Receptionist	32,190	34,420	36,690
Garey	Accounting Associate	59,080	61,090	63,170
Grunthal	Head Accounting Associate	66,400	68,660	70,990
Fitzgerald*	Admin. Asst./Board Office	55,080	58,090	61,170
Poplaski*	Admin. Asst./Director of Education	59,630	62,790	66,030
Stewart	Accounts Payable Associate	59,080	61,090	63,170
Watson	Payroll Accounting Associate	59,080	61,090	63,170
Vacant	Clerical Aide			

* In addition to the settlement percentage, a \$1,000 increment will be adjusted to the first year of the subsequent contract (2012-13).

- B. The salary guides in paragraph A above 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 = 3.4%, 2010-2011 = 3.4%, 2011-2012 = 3.4%.
- 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 2, paragraph B.
- D. There shall be a ninety (90) day probationary period for all new employees hired from outside the Board Office Unit.
- E. Longevity
1. Longevity increments of \$575 shall be granted for 15, 20, and 25 years of experience in the district and to employees presently receiving longevity. Employees entering this unit after July 1, 1991, shall not be entitled to this benefit.
 2. Employees entering this unit 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 without loss of compensation to the employee.

ARTICLE 3 – HOURS

- A. The regular hours of employment for all members of the unit, with the exception of the Receptionist shall be thirty-five (35) hours per week Monday through Friday, divided over the five (5) working days of seven (7) hours work plus one (1) hour lunch.
- B. The regular hours of employment for the Receptionist shall be 37.5 hours per week.

C. Overtime Hours

1. Time and one-half (1½) shall be paid for all work performed at the request of the immediate supervisor or Superintendent of Schools under the following conditions:
 - a. All members of the unit 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 40 hours, and at a rate of time and one-half above 40 hours.
2. The Receptionist will be paid at the overtime rate, or compensatory time, at a rate of time and one-half above 40 hours per week or 8 hours per day. Hours worked over 37.5 per week will be paid at straight time or compensatory time up to forty (40) hours.
3. All work performed on a recognized holiday or on Sunday shall be compensated at double the regular rate of pay.
4. Overtime provisions shall comply with the Fair Labor Standards Act.

D. Breaks

Employees working three and one-half hours per day shall receive one (1) fifteen minute rest period per day. Employees working six hours per day shall receive two (2) fifteen minute rest periods per day. Employees working thirty-five (35) hours per week or more shall receive two (2) fifteen minute rest periods per day.

ARTICLE 4 – HEALTH BENEFITS

- A. A Board-sponsored insurance program of medical-surgical, hospitalization, major medical, and dental protection.
- B. Employees hired into the unit prior to July 1, 2004, are eligible for a prescription drug plan (\$2/co-pay). Effective February 1, 2010, the prescription drug plan co-pay will be \$5. Employees hired into the unit on or after July 1, 2004 are not eligible for supplemental prescription drug coverage.
- C. Effective February 1, 2010, the major medical deduction shall be \$300 per person/\$600 per family. Employees enrolled in the POS plan will have a \$15 co-pay. The hospitalization/medical surgical insurance shall include pre-certification/continued stay review and mandatory second surgical opinion.
- D. Employees hired after July 1, 2004, shall only be eligible for point-of-service (POS) managed care medical insurance coverage and dental protection.
- E. Effective July 1, 2006, employees must work more than 25 hours per week to be eligible for insurance benefits.
- F. Employees currently enrolled in traditional indemnity medical insurance coverage who voluntarily switch to POS coverage will receive 35% of the difference in premiums between the traditional indemnity plan and the POS plan for the same coverage type. Payment shall be made for three (3) years following the switch. After three (3) years, payment will terminate. Once an employee switches into POS, the employee shall no longer be eligible for traditional indemnity coverage. Employees hired after May 20, 2004, may increase their insurance coverage from POS to traditional by paying the difference between the plans.

- G. Employees may voluntarily forego health insurance coverage. During the life of this agreement, any employee who voluntarily foregoes health insurance will receive a stipend in the amount of \$2,000 each year. Any employee who voluntarily forgoes health insurance coverage shall be entitled to re-establish coverage in which he or she is eligible upon the occurrence of a major life event.
- H. Upon submission of appropriate receipts and vouchers, employees shall be reimbursed up to \$275 every two years for optical examinations and eyeglasses.

ARTICLE 5 – TUITION REIMBURSEMENT

- 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, including mileage reimbursement at the current mileage rate, 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 immediate supervisor and the approval of the Superintendent.

ARTICLE 6 – LEAVES OF ABSENCE

- A. Sick Leave
 - 1. Fourteen days per year -- cumulative to be used for additional sick leave in subsequent years.

2. For purposes of this Article, sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or because he or she has been excluded from reporting to work 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. Employees shall receive payment for unused sick days upon certified retirement at the rate \$125/day.
4. The maximum benefit for unused sick leave shall not exceed 125 days for employees hired effective July 1, 1985, and after. Employees hired after July 1, 2006, will be paid for days 26 through 150, not to exceed 125 days.
5. Payment of unused sick leave reimbursement shall be made by the Board on or before January 15th of the year following certified retirement.

B. Personal Leave

1. Employees shall be eligible for personal leave as follows:
 - *a. Illness in immediate family (doctor's note may be required)
 - *b. Religious holidays
 - *c. Personal business (2 days maximum)
 - *d. Marriage

*Items a-d shall not exceed a total of five days

C. Death in the Immediate Family

Allowance of up to five (5) consecutive days leave immediately following the death shall be granted. "Immediate family" shall be defined to include: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son- or daughter-in-law, sister- or brother-in-law, another adult residing in the household in a spousal-like relationship, grandchild, and

grandparents. Special circumstances may be appealed to the Superintendent.

D. Leave of Absence

1. 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 his or her 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-tenure employee for the purpose of caring for a sick member of his or her immediate family if accompanied by certification of hardship. Additional leave may be granted at the discretion of the Board.
2. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.
3. Upon returning from any Board approved leave of absence, an employee shall return to the same position, or equivalent position without loss of salary, held at the time the leave commenced.
4. A temporary leave of absence, without pay, may be granted by the Board at the written request of an employee.
5. Medical Leave: A leave of absence for medical purposes, under the Family Medical Leave Act, shall be granted to all employees, if accompanied by a medical certification. Additional leave may be granted at the discretion of the Board.

E. Maternity Leave

1. 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 the last day of active employment 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 of absence 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 Superintendent of Schools, after receipt of medical certification, 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.

ARTICLE 7 – WORK YEAR CALENDAR

- A. Working hours on snow or emergency school closing days shall be 10:00 a.m. to 3:00 p.m.,

however, when it is apparent that hazardous conditions exist, the Superintendent or his designee may declare early dismissal without loss to the employee.

1. When there is a snow closing or emergency school closing, employees of this unit shall be required to report to work. An employee may use a vacation, personal or sick day if they do not report to work.
 2. When there is a delayed opening of school, employees shall report to work 1 ½ hours later than their normal start time and work a total of a 6 ½ hour day, with a total break time of one hour.
- B. In the event of an emergency closing once school is in session due to inclement weather conditions, and it is apparent that hazardous conditions exist, the Superintendent or his designee may declare an early dismissal without loss of compensation to the employees.

ARTICLE 8 – HOLIDAYS

Paid holidays: New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve whenever it falls on a weekday, and a day designated by the Superintendent.

ARTICLE 9 – VACATION DAYS

- A. Employees hired into the unit prior to July 1, 1997, excluding individuals currently on that schedule, shall be eligible for vacation days in accordance with the following schedule:

<u>Employment Service</u>	<u>Vacation Days</u>
1 Year	12 Days
2-5 Years	13 Days
5-10 Years	16 Days
10-15 Years	19 Days
15-20 Years	22 Days
21 Years	23 Days
22 Years	24 Days
23 Years	25 Days*

*continuing with one additional day of each additional year of service to a maximum of 30 days vacation.

- B. Employees hired into the unit after July 1, 1997 shall be eligible for vacation days in accordance with the following schedule:

<u>Employment Service</u>	<u>Vacation Days</u>
After 1 Year	10 Days
After 5 Years	16 Days
After 10 Years	17 Days
After 15 Years	19 Days
After 20 Years	20 Days (Max)

- C. Employees may not take vacation time when schools are in session except when authorized by the Superintendent of Schools.
- D. Unused vacation days, up to a maximum of five (5) days, may be carried over to the subsequent year with the Superintendent's approval.

ARTICLE 10 – SENIORITY

A. Definition

Seniority shall be defined as the length of time an employee has worked continuously in a specific bargaining unit as set forth in Article 1 – Recognition.

B. The Administration shall maintain a seniority list of employees 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 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 11 – GRIEVANCE PROCEDURE

A. Definitions

1. Employee: The term "employee" shall mean any regularly employed individual included in Article I of this Agreement receiving compensation from the Board.
2. Grievance: A "grievance" is an allegation by an employee or the Association on behalf of an employee or a group of employees that there has been a breach, misinterpretation, or an improper application of the terms of this Agreement, or arbitrary or discriminatory application of, or failure to act pursuant to, policies or

administrative decisions affecting terms and conditions of employment.

3. Aggrieved Party: An "aggrieved party" is the employee or employees or Board of Education or any authorized representatives thereof filing the complaint. An aggrieved party may be represented at all stages of the grievance procedure by the employee or by a representative approved by the employee.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of aggrieved party.
5. Immediate Supervisor: The term "immediate supervisor" shall mean the individuals to whom the employee reports, unless otherwise designated by assignment, except when a grievance affects more than one employee of the unit, whereupon the term "immediate supervisor" shall mean the Superintendent of Schools or his designee.
6. Working Day: In the grievance procedure a working day shall be defined as any day when the Board of Education Office is open.
7. Representative: The term "representative" shall mean an agent assigned by the aggrieved party.

B. Purpose

The purpose of this procedure is to resolve grievances affecting employees at the lowest possible step. Both parties agree that these proceedings will be kept confidential and that any employee invoking the grievance procedure shall be free from any prejudicial or punitive action.

C. Procedure

1. Time Limits – A grievance shall be moved by steps, described below and time limits may be extended by mutual agreement and in writing. Failure on the part of

the Board to answer a grievance at any step shall not be deemed acquiescence, and the aggrieved party may proceed to the next step.

2. Step One – An employee who has a grievance or the aggrieved party's representative shall discuss it with the immediate supervisor within five (5) working days after its occurrence or when the employee became aware of its occurrence.

A reply in writing shall be made to the aggrieved party within three (3) working days after the presentation in Step One.

3. Step Two – If the grievance is not settled at Step One, the grievance may, within three (3) working days after the written reply, be moved to Step Two. When a grievance is moved to Step Two, it shall be reduced to writing, signed by the grievant or the aggrieved party's representative, and shall be presented to the Superintendent of Schools.

The Superintendent, or his designee, shall hold a meeting with all parties within five (5) working days of receipt of the written grievance. The Superintendent or his designee shall render his decision in writing to the employee or to the aggrieved party's representative within three (3) working days.

4. Step Three – If the grievance is not settled in Step Two, the grievant or the aggrieved party's representative may, within five (5) working days after the reply, request a hearing before the Board of Education. The request shall be made in writing stating the nature of the grievance and the remedy desired. The Board, or a committee of the Board, shall set a hearing within fifteen (15) working days of said request to hear all sides in the dispute.

The Board shall render a decision within fifteen (15) working days of the hearing

and shall forward a reply in writing to the employee.

A grievance concerning a discharge or suspension may initially be presented at Step Three.

5. Step Four – If the aggrieved party is not satisfied with the decision at Step 3, within fifteen (15) working days the grievance may be referred for arbitration by the Board or the aggrieved party to the Public Employment Relations Commission (P.E.R.C.).

The arbitration shall be conducted under the voluntary labor arbitration rules of the Public Employment Relations Commission.

The fees and expenses of the arbitration shall be borne equally by the Board and the aggrieved party.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined above, and shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon all parties.

ARTICLE 12 – EMPLOYEE RIGHTS AND PRIVILEGES

- 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 his or her position, employment, or salary or any increments pertaining thereto, then he or 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 or her and represent him or 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.
- 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 freely to 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 directly 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 laws 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 or her membership in the Association and its affiliates, his or her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- E. Tenure will be granted as per Title 18A.

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 employees 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 – 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 exercises 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 15 – DURATION OF AGREEMENT

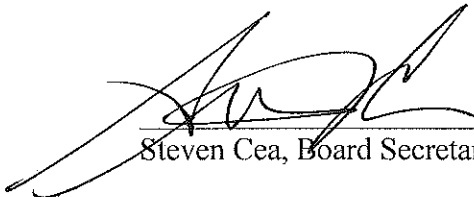
A. This Agreement shall remain in full force and effect from July 1, 2009 through June 30, 2012.

ARTICLE 16 – CERTIFICATION OF AGREEMENT

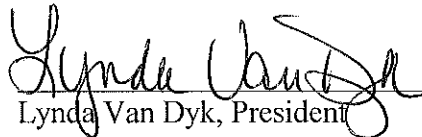
The parties hereto have caused this agreement to be signed by their duly authorized representatives on this 26 day of January, 2010, 200.

ATTEST:

BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST MILFORD



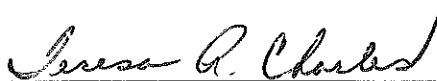
Steven Cea, Board Secretary




Lynda Van Dyk, President

ATTEST:

WEST MILFORD UNAFFILIATED
BOARD OFFICE UNIT



Teresa A. Charles



Debra Costello