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THIS BOOK
NOT CIRCULATE

AGREEMENT

Between

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

and

**THE WEST MILFORD
EDUCATION ASSOCIATION INC.**

for

SECRETARIES and BUILDING AIDES

covering the period of

July 1, 1971 to June 30, 1973

Adopted April 24, 1972

by the

West Milford Township Board of Education

Route 23 and Clinton Road

Newfoundland, New Jersey

07435

West Milford Township
Board of Education

Mr. Frank Cardinale, President
Mr. Peter Richter, Vice-President
Mr. William Bauman
Mr. Herbert Wolters
Mr. George Bassett
Mr. Philip O. Sheridan
Mrs. Anne Marie Sullivan
Mr. Thomas V. Vogel
Mr. Karl Frixel
Mr. James F. Gleeson, Superintendent of Schools
Mr. Edward F. Vogel, Business Administrator-Board Secretary
Mr. Louis Wallisch, Board Attorney

MEMBERS OF NEGOTIATING COMMITTEE

Mr. Peter Richter, Chairman
Mr. Herbert Wolters
Mr. Thomas V. Vogel
Mr. James F. Gleeson

West Milford
Education Association Inc.

OFFICERS

Mr. John J. Neary, President
Mr. Salvatore Saggio, Vice-President
Mrs. Joanne Kuenzel, Recording Secretary
Mrs. Janice White, Corresponding Secretary
Mrs. Marcella Boyle, Treasurer
Mr. Donald Robinson, Parliamentarian

TEACHER - BOARD RELATIONS COMMITTEE

Mr. John J. Neary
Mr. Donald Robinson
Miss Barbara E. Hughes
Mr. Salvatore Saggio
Mr. Girard Fritz

THIS AGREEMENT, is made and entered into this twenty-fourth
day of April, in the year One Thousand Nine Hundred and Seventy-two.

BY AND BETWEEN, the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a School District of the STATE OF NEW JERSEY, hereinafter referred to as the "Board"; AND, the WEST MILFORD EDUCATION ASSOCIATION, an incorporated Association of the State of New Jersey, with P. O. Box #526, West Milford, in the Township of West Milford, Passaic County, New Jersey, hereinafter referred to as the "Association";

PREAMBLE

The Board and the Association, parties hereto, recognize their common goal to be the provisions of the finest educational opportunities for the boys and girls attending the West Milford Township Public Schools.

To work toward the attainment of this goal, they, the parties hereto recognize that their joint efforts, that of the Board and the Association, are required, and that it is essential to its fulfillment that they, through their respective representatives, engage in good faith negotiations pertaining to salaries and conditions of employment.

The parties hereto therefore state that pursuant to the provisions of Chapter 303 of the Laws of 1968, negotiations were conducted by the parties hereto, through their respective representatives

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

Article I.

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievance and terms and conditions of employment for secretaries and building aides, whether under contract or on leave, for the duration of this Agreement.

B. Any agreed terms and conditions of employment contained in this Article shall not violate the rights of other employees in the system not covered by this contract.

Article 2.

NEGOTIATIONS PROCEDURE

1. Parties agree that they shall meet not later than October first of each year to review negotiations.

2. Thereafter, and except for this meeting for the review of the negotiation procedure and to adopt ground rules, the interval between negotiation sessions shall, from the inception of the negotiations to the completion of the contract, not exceed 14 calendar days.

3. Before adjourning each session, agreement shall be reached on time and place of the next session.

4. Negotiation sessions shall be held at a place to be mutually agreed upon.

5. Sessions shall begin promptly and on time.

6. The chairman of either party shall notify his counterpart of the inability to meet no later than 24 hours before the scheduled session.

7. At each session all matters of discussion shall be directed to the chairman of the respective committees, who shall be responsible for the conduct of his committee.

8. Either party may take minutes in any manner as it deems fit.

9. All negotiation sessions shall be closed except to the negotiating committees, except that each party shall be entitled to have in attendance professional or resource persons including legal counsel, if desired, and to appoint alternates.

10. Either party shall have the right to caucus at any time. The party requesting the caucus shall leave the room.

11. All proposals of each party shall be submitted in writing at a meeting to the other party by October 1st, and only items included in either parties proposal or counter proposals shall thereafter be subject of discussions unless new items are added by mutual consent.

6. Representative - the term "representative" shall mean any organization designated by an employee as a spokesman. It is understood that if any aggrieved person wishes to withdraw the grievance at any time, the representative has no right to process the grievance to the next level.

B. PURPOSE - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Board hereby declares that any employee 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.

C. PROCEDURE

1. Time Limits - Grievances shall be processed through the following steps promptly in the interest of disposing of any complaints expeditiously to meet the specified time limits. They may be extended by mutual agreement.

2. Level one - An aggrieved person shall first discuss the grievance with his immediate superior. Such complaint shall be made within five (5) school days of the occurrence or when the aggrieved person is aware that the incident can lead to a grievance.

The reply to the grievance at this level shall be disclosed to the aggrieved person within three (3) school days.

3. Level two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he shall within no more than three (3) school days, file the grievance in writing with the Superintendent if he is not the immediate superior in Level One. The Superintendent shall render his decision within five (5) school days after receiving such written grievance from the aggrieved person.

4. Level three - If the grievance is not resolved to the satisfaction of the aggrieved person, he, no later than five (5) school 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 of Schools. The

shall not be entitled to a vacation for that year.

3) Observed days off with pay for members of this unit will be as follows:

New Years Day; Washington's Birthday; Memorial Day;

July 4th; Good Friday; Labor Day; Veterans Day;

Thanksgiving Day; Christmas ~~Ev~~; Christmas Day.

4) Vacation

a) Vacation days for members of this unit shall be as follows:

10 days with pay after one (1) year of employment.

11 days with pay after five (5) years of employment.

15 days with pay after ten (10) years of employment.

20 days with pay after twenty (20) years of employment.

b) Vacation pay shall be based on current salary.

c) Vacation time for school secretaries shall not be taken when school is in session except as authorized by the Superintendent.

Article 4B

CALENDAR FOR BUILDING AIDES

The work year shall be 200 reporting days between the dates of August 15th and July 15th .

Article 5

VOLUNTARY TRANSFERS and REASSIGNMENTS

Vacancies for all positions included in this bargaining unit shall be posted on the W.M.E.A. Bulletin Board in each school and the Administration Building .

To the extent that it is possible, secretaries and building aides' requests for voluntary reassignments will be honored provided that a vacancy exists in the requested building and that the new assignment lends itself to the purpose of the instructional program and the best interest of the school system . The Superintendent of schools and the Principal of the building to which the secretary or building aide requests the transfer shall make the determination .

Article 6

INVOLUNTARY TRANSFERS and REASSIGNMENTS

- a) Transfers and reassignments are the prerogative of the Superintendent of Schools and the Board of Education .
- b) Notice of an involuntary transfer or reassignment shall be given to the secretary or building aide involved as soon as practicable .

Article 7

SICK LEAVE

- A. Definition of Sick Leave - sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from work by medical authorities .
- B. Sick Leave Allowable - All persons who are steadily employed full time by the Board of Education shall have sick leave allowable as follows:
 - 12 months employees shall be entitled to 12 days sick leave accumulated at the rate of one day per month . All days of sick leave not utilized in any year shall be cumulative .
- C. Physician's certificate may be requested when sick leave is claimed .

Article 8

PERSONAL LEAVE

As of the beginning of the 1971-72 school year, secretaries shall be entitled to ten (10) days of full pay for personal leave to be non-cumulative, as follows:

- 1) Death in the immediate family - allowance of up to five (5) days leave shall be granted . Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son or daughter-in-law, sister or brother-in-law or any member of the immediate household .

Article 11

SECRETARY'S HOURS and LOAD

A. The regular hours of employment shall be thirty-five (35) hours per week divided over the five (5) working days of seven (7) hours work plus one (1) hour lunch.

B. Overtime Hours:

1. Time and one-half (1-1/2) 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.

2. All work performed on a recognized holiday or on Sunday shall be compensated as two (2) times the regular rate of pay.

Article 12

MISCELLANEOUS

A. A secretary or building aide shall not be required to make decisions as to the seriousness of illness or injury to a student.

B. Contracts for the secretaries and salary statements for building aides for the ensuing year shall be released at the same time as teacher contracts whenever possible.

C. The Board of Education shall provide an allowance of \$10.00 for smocks for Secretaries and building aides.

D. Secretaries shall be given a tenure statement with their fourth contract. It is understood that tenure applies after they work one day under the fourth contract.

E. Extended Leaves of Absence:

1. Any regularly appointed member of the secretarial staff who is a married woman and who is pregnant shall file, with the Superintendent of Schools, not later than five (5) months before the expected birth of the child, an application for a maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence to receive, upon the recommendation of the Superintendent of Schools, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following June 30th. This leave shall not accrue to a non-tenure secretary or building aide.
2. The Superintendent of Schools, for proper cause and upon application of the secretary, may recommend the termination of the leave for approval of the Board of Education prior to its proper date of termination.
3. Should any secretary 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 said 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 tenure secretary 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.

B. Building Aide Schedule:

<u>Step.</u>	<u>1971-72</u>	<u>1972-73</u>
1	2.50 per hr.	2.60 per hr.
2	2.70 per hr.	2.80 per hr.
3	2.95 per hr.	3.05 per hr.

Building Aides on the second and fourth step of the 1970-71 six step guide would move to the 2nd and 3rd step respectively of the 1971-72 guide .

Article 14

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board at Route 23 and Clinton Road,
Newfoundland, N.J. 07435 .
2. If by Board to Association, P.O. Box #526, West Milford, N.J. 07480 .

Article 15


BOARD RIGHTS and RESPONSIBILITIES

A. The Board, on its behalf and on 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 .

called and held at the West Milford High School, on April twenty-fourth,

1972.



John Neary, President



Secretary