

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT
ADMINISTRATORS ASSOCIATION

NEGOTIATED AGREEMENT

July 1, 2004 - June 30, 2007

The West Morris Regional High School District Administrators Association and the West Morris Regional High School District Board of Education have met and negotiated in good faith the terms and conditions of employment for the period July 1, 2004 to June 30, 2007, and agreed to conditions contained in this agreement. The West Morris Regional High School District Administrators Association shall hereinafter be referred to as the "Association", and the West Morris Regional High School District Board of Education hereinafter shall be referred to as the "Board".

ARTICLE I: AGREEMENTS

When the Board and the Association reach an agreement it shall be embodied in writing, setting forth the terms and conditions of employment, and signed by the authorized representatives of the Board and Association.

ARTICLE II: RECOGNITION

The Board recognizes the Association as the majority representative for the purpose of collective bargaining in accordance with the applicable public laws. The Board recognizes the job titles listed below as being represented by the Association.

High School Principal
Assistant Principal
Director of Student Personnel Services
Director of Special Education
Director of Curriculum
Supervisor of Athletics & Student Activities
Director of Staff Development

ARTICLE III: GRIEVANCE PROCEDURE

- A. Definition - A "grievance" is a complaint about the interpretation, application, or alleged violation of this agreement, or administrative decisions affecting a member of the bargaining unit or a group of members.
- B. All days in Article III are working days unless designated otherwise by negotiation.
- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of members of the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association, provided the

agreement is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such a meeting and state its views.

- D. A grievance may be processed by an individual concerning the interpretation, application or violation of this agreement and administrative decisions affecting him/her, or by the Association on behalf of an individual or group of individuals as a single grievance, as appropriate. Further, any aggrieved individual may be represented at all levels of the grievance procedure by him/herself, or at his/her option, by a representative selected and approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association. When an individual is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.
- E. In the case of a grievance, the aggrieved party, the Association on behalf of an individual or group of individuals or an individual's representative shall submit the grievance in writing to his/her immediate administrative supervisor within thirty (30) days of the incident or offending action. If the grievance is not settled, the aggrieved party may refer his/her written grievance to the party next in administrative responsibility. Any aggrieved party shall in the first instance present the grievance to his/her immediate supervisor and may continue to appeal it through recognized administrative channels. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
- F. All grievances beyond the first step shall be in writing, setting forth the following:
 - 1. The specific nature of the grievance.
 - 2. All sections of the Agreement, or administrative decisions which the Association alleges have been violated.
 - 3. All facts, sections of the Agreement, and administrative decisions upon which the Association intends to rely to demonstrate a violation of the Agreement or administrative decision.
 - 4. All remedies sought.
 - 5. All reasons for dissatisfaction with the outcome of the previous step.
 - 6. The administration and Board will respond to each one of the violations identified and indicate the reasons for denial.

- G. 1. At each step a written decision shall be rendered to the aggrieved party and Association within ten (10) days. Failure of the Board/Administration to respond within the required time limit will be considered a rejection and will permit the aggrieved party to advance to the next step.
2. Failure to proceed to the next step within fifteen (15) days of receipt of the answer at the preceding step (or of the date the answer was due) will be deemed a withdrawal of the grievance and will preclude further processing of the grievance.
3. The number of days indicated at each level should be considered a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- H. If after the level of chief school administrator, the grievance remains unresolved, the aggrieved party may move the grievance to the Board level within the time limit specified above. Upon receipt of the grievance at the Board level the chief school administrator shall arrange for a meeting with the Board of Education and the chief school administrator and the aggrieved party within thirty (30) calendar days. A full written report shall be submitted to the Board of Education by the aggrieved party and by the chief school administrator prior to the hearing. The Board of Education shall render its decision in writing to the aggrieved party within thirty (30) calendar days.
- I. If the grievance remains unresolved at the level of the Board of Education, either party may within ten (10) days request the Public Employment Relations Commission (PERC) to submit a list of three persons qualified to arbitrate the dispute in question. If agreement cannot be made between the parties as to the selection of an arbitrator, the parties shall mutually request within five (5) days that the Public Employment Relations Commission (PERC) designate the arbitrator. The decision of the arbitrator shall be binding on both parties except where prohibited by law.
- J. The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of this agreement.
- K. Each party shall bear the total cost they incur. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. Grievance meetings shall be held without causing loss of pay to members of the bargaining unit.
- M. A separate file for grievances will be maintained.
- N. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared jointly by the chief school administrator and the Association and shall be given

appropriate distribution to facilitate the functions of the grievance procedure.

ARTICLE IV: VACATION DAYS

1. Vacations for administrators on a twelve (12) month contract shall be as follows:

Years in the
profession:

1 - 15	20 days
16+	25 days

2. Vacation days may be taken anytime, provided they are approved by the chief school administrator. The chief school administrator shall not deny vacation time except for good cause.
3. Any administrator who has not used his or her annual allotment of vacation time by July 1st may request permission from the chief school administrator that up to 10 days of unused vacation time be carried over to the next year. The chief school administrator shall report any denial to this request and the reason(s) for denial to the full Board.
4. All administrators shall work in accordance with the schedule for office staff with the exception of days during the Winter or Spring break. Administrators must utilize vacation days for days off during these periods.
5. Non-tenured administrators may apply only half of their vacation days within the first six months of employment. All vacation days shall be available to all tenured administrators on the first day of the new contract year. If more than half of the vacation days are to be used in a contiguous manner, the extended vacation must have the chief school administrator's approval.

ARTICLE V. PAID LEAVE OF ABSENCE

1. Sick Leave: Sick leave will be granted for twelve (12) days per year. The unused portion shall accumulate from year to year as sick days.
2. Personal Leave. Five (5) personal leave days per year shall be granted on request. The unused portion shall accumulate from year to year as sick days.
3. Bereavement Leave: Administrators shall be granted up to five (5) days absence with pay within seven consecutive calendar days for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law. One day

of leave with pay shall be granted for the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.

4. Additional sick leave may be granted by the Board of Education in accordance with N.J.S.A. 18A:30-6.
5. Holidays: Administrators will be entitled to twelve (12) holidays per year. Compensatory time will be given for any holiday worked if requested by the supervisor. Holidays will be scheduled by the Board of Education by September 1 of each year.

ARTICLE VI: DUES

1. The Board will pay the cost of a single membership in an appropriate professional association.

ARTICLE VII: TRAVEL EXPENSES:

Convention, Conference and Meeting Attendance and School Functions:

1. The attendance at professional conferences and conventions by Association members is encouraged when such attendance will contribute to the professional growth of the person attending.
2. Attendance at any convention, conference or meeting of longer than one day must be approved by the chief school administrator.
3. It is understood that the words convention, conference and meeting will be used interchangeably and that the essential difference is between length of time spent at a professional meeting and not in the type of meeting.
4. The Board agrees to reimburse members of the Association for appropriate expenses incurred while attending conferences, conventions, school functions, etc. Meal reimbursement will be at the same rates as negotiated with the WMREA.

ARTICLE VIII: INSURANCE PROTECTION

1. Administrators will be entitled to the same health coverage at the same rates as provided in the WMREA contract.
2. The Board reserves the right to adopt other carriers providing coverage comparable to the plan in effect.
3. Should the Board require a physical of an administrator the Board shall assume the costs of said examination. It shall be performed by the school physician or his designee.
4. The Board will allow a retired administrator to buy medical/dental/prescription coverage through the Board until age

65 only if that administrator does not qualify for State paid coverage in the State Health Benefits Plan.

ARTICLE IX: FLEXIBLE BENEFITS PLAN

1. The Board agrees to establish and assume the administrative cost to implement a flexible benefits plan to allow employees, who desire to participate, the option to redirect Board specified levels of contribution into one or more of the following:

- A. FRA - Medical Expenses
- B. FRA - Dependent/Child Care Expenses
- C. Variable Annuity/Insurance Plan

Administrators may elect payment in lieu of benefits for the year by the Point Method, up to a maximum increase each year of the contract as follows: \$4,725 (\$675 point value) by the following means:

- 1. Decline of prescription 1.0 point
- 2. Decline of dental 1.0 point
- 3. Decline of vacation and/or personal days 0.5 point/day
(maximum = 14 days/7 points)

Points may also be used in whole or in part to purchase co-pay premiums, flexible benefits, disability insurance, and/or TSA's. Declaration is to be made by June 1 for each ensuing fiscal year.

ARTICLE X: TUITION REIMBURSEMENT

- 1. The Board will reimburse tuition costs to the Association members for graduate work, in which a grade of B or better is received, upon prior approval from the chief school administrator.
- 2. A total of \$8,000 will be set aside each year (non-cumulative) to be used by the Association members. No individual can exceed \$4,000 in any year of this agreement.
- 3. Association members must declare their intent to seek tuition reimbursement to the chief school administrator by September 30 each year.

ARTICLE XI: PAYMENT FOR ACCUMULATED SICK LEAVE

Any administrator who has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$200. per day for each unused sick day up to a maximum total of \$15,000.

ARTICLE XII: SALARY

1. Salary Guides:

GUIDE A

Step	2004-05	2005-06	2006-07
1	113,905	119,380	125,090
2	118,905	124,380	130,090
3	123,905	129,380	135,090
4	128,905	134,380	140,090

GUIDE B

Step	2004-05	2005-06	2006-07
1	100,040	104,930	110,025
2	105,040	109,930	115,025
3	110,040	114,930	120,025
4	115,040	119,930	125,025

New hires will be placed on guide at the discretion of the Board.

2. Individual Productivity Salary: Productivity salaries [up to \$4,500 (04-05), \$5,000 (05-06) and \$5,500 (06-07) per association member] may be earned through demonstrated success on indicators for high performance in the following areas:

- Voluntary and effective performance in accomplishing district/school initiatives [maximum value = \$1,300 (04-05), \$1,500 (05-06) and \$2,000 (06-07)/determined by chief school administrator & supervisor].
- Attendance at evening and weekend functions [maximum value = \$700 (04-05) and \$1,000 (05-06/06-07)/determined by supervisor].
- Lunch supervision/district administrators with separate criteria [maximum value = \$1,000/determined by supervisor].
- Successful completion of Professional Growth Plan and personal efforts to expand knowledge and skills (seminars, reading, videos, etc.) [maximum value = \$600/determined by supervisor].
- Effectiveness as a member of the Administrative Team [maximum value = \$900/determined by chief school administrator].

Maximum amount of productivity salary per member per year:
 2004-2005: \$4,500; 2005-2006: \$5,000; 2006-2007: \$5,500.

The final amount of the productivity salary shall be determined by the association member's immediate supervisor in conjunction with the chief school administrator by June 1, and shall not be subject to review by an arbitrator. Productivity salary will be dispersed in bi-monthly payroll checks. Any association member

leaving the district will receive the balance of the productivity salary remaining due in their last payroll check.

- 3. Doctorate Degree: A yearly stipend of \$2,000 will be given to association members who have attained a Doctorate Degree. This stipend is payable as part of contract salary, but is not included in base calculations.
- 4. Longevity: Association members will receive longevity stipends based upon their professional service as follows:

<u>YEARS OF SERVICE</u>	<u>STIPEND</u>
15 - 24	\$770.00
25 and over	\$1,100.00

Longevity is payable as part of contract salary, but is not included in base calculations. Association members currently receiving more longevity than indicated above shall continue to receive that longevity amount until years of service allow movement to a higher level, if applicable.

Dated this ____ day of
May, 2004

THE WEST MORRIS REGIONAL HIGH
SCHOOL DISTRICT BOARD OF EDUCATION

ATTEST:

By: _____
President

L. Douglas Pechanec
Board Secretary

Henry G. Kiernan, Ed.D.
Chief School Administrator

Dated this ____ day of
May, 2004

THE WEST MORRIS REGIONAL HIGH SCHOOL
DISTRICT ADMINISTRATORS ASSOCIATION

By: _____

By: _____