

AGREEMENT

Between

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

And

**THE WEST MILFORD EDUCATIONAL
SECRETARIES ASSOCIATION**

for the

PERIOD COVERING

July 1, 1994, through June 30, 1997

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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 I

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, building aides, and switchboard operator (hereinafter referred to as employees) for the duration of this Agreement.

ARTICLE II

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 Superior--The term "immediate superior" shall mean the principal, unless otherwise designated by assignment, except when a grievance affects more than one school in the district, whereupon the term "immediate superior" 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 Association.

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

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 Association may proceed to the next step.

Step One--An employee who has a grievance or the Association representative shall discuss it with the immediate superior within five (5) working days after its occurrence or 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.

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 Association 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 Association representative within three (3) working days.

Step Three--If the grievance is not settled in Step Two, the grievant or the Association 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 and the Association.

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

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 Association 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 Association.

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 III

WORK YEAR/CALENDAR

A. Switchboard Operator

1. The work year shall begin July 1 and continue through June 30 of the following year.

2. The employee shall be entitled to thirteen (13) paid holidays as follows: New Year's Day, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day, and a thirteenth holiday designated by the Superintendent of Schools.

3. Vacation

a. Paid vacation days shall be as follows: Thirteen (13) days after one year of employment; fifteen (15) days after five years of employment; sixteen (16) days after eight years of employment; eighteen (18) days after ten years of employment; twenty (20) days after fifteen years of employment; twenty-three (23) days after twenty years of employment.

b. Vacation time shall not be taken when schools are in session except when authorized by the Superintendent of Schools.

c. Vacation shall not be accumulated from one year to the next unless agreed to by the Superintendent of Schools.

d. 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 immediate superior may declare early dismissal without loss to the employee.

B. Secretaries

1. The work year will consist of 194 work days to be taken as follows:

a. 180 days while school is in session.

b. 14 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. Position posting for summer employment shall be issued on or before April 30 and specify the following:

- a. Position
 - b. Number of work days available
 - c. Date requirements
3. Summer position preference will be given to the person in position.

Normal screening procedures shall apply.

C. 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" hourly rate of the unit category assigned.

ARTICLE IV

SICK LEAVE

A. Sick Leave Allowable

1. Building aides: 10 days per year.
2. Building Secretary: 12 days per year.

3. Switchboard Operator: 14 days per year.

B. 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 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).

C. All days of sick leave not utilized in any year shall be cumulative.

D. Physician's certificate may be requested after three (3) consecutive sick leave days.

E. Employees, except building aides, shall receive payment for unused sick days upon certified retirement at rate of \$40.00 per day for the life of this Agreement.

This provision does not apply to building aides.

F. The maximum benefit for unused sick leave shall not exceed \$7500 for employees hired effective July 1, 1985, and after. This provision shall not apply to employees hired prior to July 1, 1985.

ARTICLE V

PERSONAL LEAVE

A. 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 three (3) 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 ("A 1-3").

B. Death in the immediate family--allowance of up to five (5) days leave 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, and grandparents.

C. 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.

D. Building Aides. Personal leave provision of one (1) personal day per year, with pay, which is not cumulative.

ARTICLE VI

LEAVES OF ABSENCE

A. 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 of absence shall extend only to June 30.

B. 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.

C. 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.

D. Any tenure 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.

E. 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.

F. A leave of absence without pay of up to one (1) year shall be granted to tenure employees for the purpose of caring for a sick member of 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 her immediate family if accompanied by certification of hardship. Additional leave may be granted at the discretion of the Board.

G. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.

H. 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.

I. A temporary leave of absence, without pay, may be granted by the Board at the written request of an employee.

ARTICLE VII

EMPLOYEE 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.

ARTICLE VIII

WAGES AND HOURS

A. The regular hours of employment for all secretaries 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; except the switchboard operator whose hours shall be fixed at forty (40) hours per week.

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, 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.

c. Switchboard operator 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.

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 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.

D. Compensation benefits are set forth in the attached Schedule A and are part of this Agreement.

ARTICLE IX

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. 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 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 X

PROMOTIONS AND TRANSFERS

A. Promotions

1. When a secretarial vacancy occurs, the Board shall appoint the employee applicant, if any, with the greatest seniority who demonstrates the necessary ability and work experience to do the job. This decision may be appealed through all steps of the grievance

procedure.

2. An employee who is promoted shall serve a 90-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 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 assignment 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 employee 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 effort 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 XI

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 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 her and represent 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. The Board of Education shall provide an allowance of \$17.50 for smocks or aprons for employees. Payment shall be made to the employee after the submittal of a receipt

to the Board of Education.

D. 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 IV, Paragraph D.

E. 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 her membership in the Association and its affiliates, her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

F. Tenure will be granted as per Title 18A.

ARTICLE XII

DUES CHECK-OFF

A. It is agreed that upon submission of a dues checkoff card for payroll deduction of 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 or any extensions thereof.

B. The 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 from the Superintendent from the duly authorized financial officer of the Association.

ARTICLE XIII

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 XIV

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 XV

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from July 1, 1994, through June 30, 1997. 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 XVI

CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have certified ratification of this Agreement by the signatures of their respective Presidents and attested to by their respective Secretaries, all on the 5th day of December, 1995.

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

ATTEST:

Barbara Kaye Mortimer
Barbara Kaye Mortimer, Secretary

By: Dr. Allen Kirk
Dr. Allen Kirk, President

WEST MILFORD EDUCATIONAL
SECRETARIES ASSOCIATION

By: Carolyn De Marco
President

SCHEDULE A: COMPENSATION/BENEFITS

A. SALARY:

1. General Secretary/Switchboard Operator:*

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
\$24,046	\$24,996	\$25,896

*Entry Level Salary:

1st Year of Employment - \$2,000
 2nd Year of Employment - \$1,000
 3rd Year of Employment (on guide maximum)

2. Building Aide:

	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
Step 1:	\$9.95/hour	\$10.40/hour	\$10.80/hour
Step 2:	\$10.45/hour	\$10.90/hour	\$11.30/hour
Step 3:	\$10.95/hour	\$11.40/hour	\$11.80/hour

B. LONGEVITY:

This longevity provision applies only to employees hired prior to July 1, 1991. For purposes of this paragraph, employees who have served as building aides and secretaries without a break in service and whose hire date is prior to July 1, 1991, shall qualify for longevity as provided below.

<u>Years of Employment</u>	<u>Secretaries/Switchboard</u>	<u>Building Aide</u>
After Ten (10) Years	\$350	\$175
After Fifteen (15) Years	\$700	\$350

C. INSURANCE: The Board shall provide and pay the following insurance for full-time employees and their enrolled dependents.

1. A Board-sponsored insurance program of medical-surgical hospitalization, major medical, and dental protection. The major medical deductible shall be \$200 per person/\$400 per family. The hospitalization/medical surgical plan shall include pre-certification/continued stay review and mandatory second surgical opinion.

2. 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.

3. Any employee who voluntarily diminishes health insurance 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.