

AGREEMENT
BETWEEN
THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION
AND
THE WEST MILFORD ASSOCIATION
OF
ADMINISTRATORS AND SUPERVISORS

Covering the Period of
July 1, 1994, to June 30, 1997

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PREAMBLE

THIS AGREEMENT, is made and entered into this ____ day of _____ 199__

BY AND BETWEEN, THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter referred to as the "Board."

AND, the WEST MILFORD ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS, hereinafter referred to as the "Association."

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

ARTICLE 1

RECOGNITION

The Board recognizes the Association as the exclusive and sole bargaining agent for Principals, Vice-Principals, Coordinators, Supervisors/Coordinators, Teaching Supervisors, Adult/Community School Director and Athletic Director and excluding the Superintendent, Assistant Superintendent, Board Secretary/Business Administrator, Director of Operations and Environmental Compliance, Supervisor of Special Services and Supervisors of Data Services, Cafeteria Services and Transportation, and excluding all other employees employed by the Board.

ARTICLE 2

GRIEVANCE PROCEDURE

A. STATEMENT OF POLICY

It is the policy of the Board of Education to establish and maintain a climate favorable

4. The term "representative" shall mean any agent assigned by the Association to the aggrieved as his/her spokesman. The Association agrees to provide the Board of Education or a committee conducting a hearing with the name of the said representative and Association authorization in writing prior to any hearing.

5. The term "business day" shall mean any day upon which the Central Office is open.

D. ORDER OF APPEALS

<u>FROM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Vice-Principal	Principal	Superintendent	Board	Arbitration
Principal	---	Superintendent	Board	Arbitration
Curriculum Super./Coord.	Assistant Supt.	Superintendent	Board	Arbitration
Coordinator	Principal	Superintendent	Board	Arbitration
Community School Dir.	---	Superintendent	Board	Arbitration
Teaching Supervisors (Dept. Head)	Principal	Superintendent	Board	Arbitration

E. STEPS

1. Time Limits--Grievances shall be processed through the following steps promptly in the interest of disposing of any complaints promptly and within the timelines prescribed below except by mutual agreement in writing.

2. Step One--An aggrieved person shall first discuss the grievance with his/her immediate superior. Such complaint shall be made within five (5) business days of the occurrence. The reply to the grievance at this step shall be made to the aggrieved employee

The arbitrator's decision shall be final and binding on all parties and all parties shall immediately perform and comply with the terms of the award. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved. Any additional expenses shall be paid by the party incurring same. The Arbitrator shall be without authority to add to, subtract from, or otherwise modify the terms of this Agreement.

ARTICLE 3

JOB OPENINGS

The Board agrees that it will direct the administrative officials to post in convenient places in all schools throughout the school district reasonable and sufficient notices of job openings, for which existing personnel may be certified. Said notices shall provide that if said personnel are interested in any of the positions posted, they shall be required to formally notify the Superintendent of Schools in writing by a given date, to be stated in the notice. A copy of all administrative vacancy notices shall be sent to the Association and copies shall be posted for a reasonable time.

ARTICLE 4

SICK LEAVE

A. Members of the Association shall be allowed annual sick leave in accordance with position reporting days as follows:

220 Reporting Days--14 sick days

ARTICLE 5

PERSONAL LEAVE

The provisions for personal leave at full pay stated below shall be for one year and unused days shall not be accumulative for use in another year.

1. Death in the Immediate Family--an allowance of up to five days leave shall be granted. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any member of the immediate household. These days are in addition to provisions stated below.

2. Illness in immediate family.

3. Two (2) days for personal business. Notice to the member's immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and 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 recess, these days must be approved by the Superintendent.

4. Marriage

In no case shall the personal leave days granted in items "2" through "4" above exceed a total of five (5) days.

5. Employees in the "Association" shall be encouraged to devote days to meetings, conventions, and other professional activities appropriate to their assignment and/or the school system's needs. The Superintendent of Schools shall receive written requests from the employee. Approval may be granted by the Superintendent for a period not to exceed two days;

receiving longevity. Longevity increments of \$625 shall be retroactive from July 1, 1990.

D. 18A:29-11. Credit for military services. Every member who, after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this state, including active service in the women's reserve of the naval reserve or any similar organization authorized by the United States to serve with the Army or Navy, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he/she had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than four employment or adjustment increments. Nothing contained in this section shall be construed to reduce the number of employment or adjustment increments to which any member may be entitled under the terms of any law or regulation, or any employing body or officer, of this state, relating to leaves of absence.

ARTICLE 7

HEALTH BENEFITS

A. A Board sponsored insurance program of medical/surgical hospitalization, Rider J equivalent, major medical, and dental protection (super composite coverage or equivalent) shall be provided.

B. Any employee who voluntarily diminishes 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. The major medical deductible shall be \$200/person, \$400/family. The plan shall also contain provisions for mandatory second surgical opinions, continued stay review and stay pre-certification.

ARTICLE 8

VACATION

A. 1. (a) All twelve (12) month employees shall be entitled to twenty-eight (28) days vacation per year. Under ordinary circumstances, such vacation time may not be taken while school is in session.

(b) Twelve (12) month employees entering unit after July 1, 1995 shall receive 22 vacation days per year. Employees in this bargaining unit as of October 1, 1995 will be entitled to 28 vacation days if promoted to the High School Principal, Middle School Principal or Guidance Coordinator positions.

twelve (12) credits per year, provided the course work is related to the employee's position and has the approval of the Superintendent of Schools.

C. Conference, workshop, and/or seminar travel and registration fees shall be reimbursed subject to prior approval. Total reimbursement for the unit shall not exceed \$10,000 per budget year.

D. The Superintendent of Schools has the complete right to approve or disapprove reimbursement of tuition, fees, and/or expenses that the professional staff member is taking within his/her field. Further, the Superintendent has the right to recommend to the Board of Education the additional reimbursement of tuition, expenses, and fees when such action is seen to be a special advantage to the school district.

E. In order to avoid a duplication of benefits from public funds, those courses/seminars taken under Veteran's Benefit Act, National Science Foundation Grants, and NDEA Grants, ESEA Grants, or other scholarship and aids shall not apply for reimbursement.

ARTICLE 10

SCHOOL CALENDAR

The Board shall consult with the Association in establishing the calendar for each school year during the term of this Agreement.

C. Deduction and Transmission of Fee:

The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.

D. Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or b) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff.

E. Termination of Employment:

The collection structure will be on a pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata monthly deduction.

F. Changes/New Employee:

The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

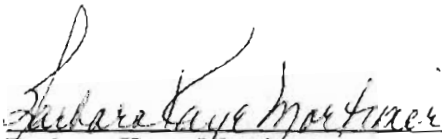
ARTICLE 14

CERTIFICATION OF AGREEMENT


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers and/or Chairman on the 5th day of December, 1995.

ATTEST:

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

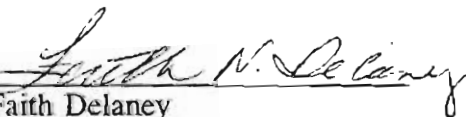


Barbara Kaye Mortimer
Board Secretary

By: 

Dr. Allen S. Kirk
President

WEST MILFORD ASSOCIATION OF
ADMINISTRATORS AND
SUPERVISORS

By: 

Faith Delaney
President