

Contract no. 1564

Final 7/1/93

APPENDIX 1712-A

THE WEST MORRIS REGIONAL BOARD OF EDUCATION

AND

THE WEST MORRIS REGIONAL DISTRICT ADMINISTRATORS ASSOCIATION

NEGOTIATED AGREEMENT

July 1, 1992 - June 30, 1993

July 1, 1993 - June 30, 1994

July 1, 1994 - June 30, 1995

The West Morris Regional High School District Administrators Association and the West Morris Regional Board of Education have met and negotiated in good faith the terms and conditions of employment for the period July 1, 1992 to June 30, 1995, 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 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
Vice Principal of the High School
Director of Student Personnel Services
Supervisor of Special Services
Supervisor of Curriculum and Instruction
Supervisor of Athletics & Student Activities

ARTICLE III: GRIEVANCE PROCEDURE

1. 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.
2. All days as in Article III are working days unless designated otherwise by negotiation.
3. 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 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.

4. 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 administrator is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.
5. In the case of a grievance, the aggrieved party, the Association on behalf of an individual or groups 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 within five (5) days 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 administration 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.
6. All grievances beyond the first step shall be in writing, setting forth the following:
 - A. The specific nature of the grievance.
 - B. All sections of the Agreement, or administrative decisions which the Association alleges have been violated.
 - C. 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.
 - D. All remedies sought.
 - E. All reasons for dissatisfaction with the outcome of the previous step.
 - F. The administration and Board will respond to each one of the violations identified and indicate the reasons for denial.
7. At each step a written decision shall be rendered to the aggrieved party and Association within five (5) days.

8. If after the level of Superintendent the grievance remains unresolved the Superintendent shall arrange for a meeting with the Board of Education and the Superintendent and the aggrieved party within fourteen (14) days. A full written report shall be submitted to the Board of Education by the aggrieved party and by the Superintendent prior to the hearing. The Board of Education shall render its decision in writing to the aggrieved party within twenty (20) calendar days.
9. If the grievance remains unresolved at the level of the Board of Education, either party may within ten (10) days request the American Arbitration Association 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 American Arbitration Association designate the arbitrator. The decision of the arbitrator shall be binding on both parties except where prohibited by law.
10. The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of the agreement.
11. Each party shall bear the total cost they incur. The fees and expenses of the arbitrator shall be shared equally by the parties.
12. Grievance meetings shall be held without causing loss of pay to members of the bargaining unit.
13. A separate file for grievances will be maintained.
14. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared jointly by the Superintendent 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:

<u>Years in District</u>	<u>Vacation Days</u>
1 - 5	15
6 - 15	20
16 or more	25

Note: Any employee currently receiving more vacation than allowed in the table above shall continue to receive that level of vacation until years of service allow movement to a higher level.

2. Vacation for administrators on a ten (10) month contract shall be twelve (12) days.
3. Vacation days may be taken anytime, provided they are approved by the Superintendent. The Superintendent shall not deny vacation time except for good cause.
4. Any administrator who has not used his or her annual allotment of vacation time by July 1st may request permission from the Superintendent that up to 5 days of unused vacation time be carried over to the next year. The Superintendent shall report any denial to this request and the reason(s) for denial to the full Board.
5. 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.
6. Administrators retiring or leaving the district will be paid for unused vacation days prorated.

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.
2. Personal Leave: Five (5) personal leave days per year shall be granted on request. Unused personal days shall accumulate with unused sick days up to a total of 15 days annually.
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.
4. Additional sick leave may be granted by the Board of Education in accordance with NJSA 18A:30-6.
5. Sabbatical Leave: A sabbatical leave up to one year at half pay may be granted by the Board of Education to full-time professional personnel who have completed seven (7) full years of service to the district when, in the judgement of the Board, it will add to the professional competence of the staff member, improve the quality of the program available to district students, and be within the financial capabilities of the Board.

Salary during the sabbatical shall be one-half pay based on the applicant's step on the guide for the sabbatical period. This will include payment for any extra academic credits to which he or she would normally be entitled, but will not include any extra stipends for such extracurricular duties as coaching, special activities advisors, etc.

Salary shall be paid in equal monthly installments during the year. The period of sabbatical leave shall be considered as regular employment in the school district. Health insurance and similar benefits will be continued in force.

Upon termination of the sabbatical, the recipient will return to the West Morris Regional High School District and continue their employment for not less than three full years, unless other mutually satisfactory arrangements are made. Recipients will be restored to their former positions or to another of a nature, status and salary consistent with their professional ability.

ARTICLE VI: DUES

The Board will pay the cost of a single membership in appropriate professional associations, not to exceed \$500 per association member.

ARTICLE VII: TRAVEL EXPENSES

A. Convention, Conference and Meeting Attendance:

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 Superintendent.
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, etc.

ARTICLE VIII: INSURANCE PROTECTION

1. For the period July 1, 1992 through June 30, 1994, the Board agrees to provide medical, dental, and prescription plan benefits identical to those provided the WMREA with identical employee contribution schedules.
2. For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward medical insurance coverage shall be deducted from payroll up to an amount calculated as 20% of any dependent premium in excess of the single employee premium. The Board will assume 100% of the single employee premium and the remaining 80% of any dependent premium.

3. For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward dental insurance coverage shall be deducted from payroll up to an amount calculated as 10% for the family premium. The Board will assume 90% of the family premium or 100% of the single employee premium.
4. For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward prescription insurance coverage shall be deducted from payroll up to an amount calculated as 10% for the selected coverage (single, parent/child, family) premium. The Board will assume the remaining 90% of the selected coverage premium.
5. The Board reserves the right to adopt other carriers providing coverage comparable to the plan in effect.
6. 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.
7. 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: ALTERNATIVE FLEXIBLE BENEFIT PLAN

The Board agrees to establish and assume the administrative cost to implement an alternative flexible benefit plan to allow employees, who desire to participate, the option to redirect Board specified levels of contribution, pursuant to Policy #TBD, into one or more of the following:

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

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 Superintendent.
2. A total of \$8000 will be set aside each year (non-cumulative) to be used by the Association members. No individual can exceed \$2000 in any year of this agreement.
3. Association members must declare their intent to seek tuition reimbursement to the Superintendent by September each year.

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ARTICLE XI: PAYMENT FOR ACCUMULATED SICK LEAVE

Any administrator who is at least age 50 and has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$100 per day for each unused sick day up to a maximum of \$10,000.

Upon retirement, any administrator in good standing, who has worked in the district for at least 10 years shall receive severance pay as determined by Board policy.

ARTICLE XII: SALARY

1.		<u>1992-93</u>	
	<u>Step</u>	<u>Guide A</u>	<u>Guide B</u>
	1	\$72,900	\$59,000
	2	75,400	62,000
	3	77,900	65,000
	4	80,400	68,000
	5	82,900	71,000
	6	85,200	74,000
2.		<u>1993-94</u>	
	<u>Step</u>	<u>Guide A</u>	<u>Guide B</u>
	1	\$76,500	\$64,300
	2	78,900	66,800
	3	81,300	69,300
	4	83,700	71,800
	5	86,100	74,300
	6	88,500	76,800
3.		<u>1994-95</u>	
	<u>Step</u>	<u>Guide A</u>	<u>Guide B</u>
	1	\$78,600	\$69,000
	2	80,900	71,300
	3	83,200	73,600
	4	85,500	75,900
	5	87,800	78,200
	6	90,100	80,400

ARTICLE 6 - PAID LEAVE OF ABSENCE

- A. Sick leave will be granted as twelve (12) sick days per year for twelve month contract. The unused portion shall accumulate from year to year. Any employee who is at least 50 and has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$50 per day for each unused sick day up to a maximum of \$5,000.
- B. A physician's certificate may be required when an employee returns after an absence for illness.
- C. Four personal leave days per year shall be granted on request. Unused personal days will accumulate with unused sick days.
- D. Secretaries shall be granted up to 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.

ARTICLE 7 - LOUNGE

Each Building Administrator will make a concerted effort to provide space for a secretarial lounge providing it does not affect the educational program.

ARTICLE 8 - SUMMER HOURS

Commencing July 1st and ending the Friday before Labor Day, offices will be open 7:30 a.m. to 3:00 p.m. Mondays through Thursdays. Fridays, offices will be open 7:30 a.m. to 11:30 a.m. Secretaries shall work these hours unless otherwise determined by the building administrator in consultation with the secretary.

ARTICLE 9 - EVALUATION AND REDUCTION OF STAFF

1. In determining the efficiency and performance of secretarial staff, the immediate administrator or supervisor will evaluate and submit a report to the employee at least once each school year with a copy to the Principal, Business Administrator, and/or Superintendent.

The Building Principal, District Supervisor and Business Administrator will submit their recommendations to the Superintendent and Board of Education for action.

2. In determining the office employee's salary in any year, the increment, adjustment, or both for that year may be withheld for inefficiency, poor performance, or other good cause upon the recommendation of the Principal, Business Administrator,

92/93

EFFECTIVE
7/1/92

DEPARTMENT OF THE TREASURY - DIVISION OF PENSIONS
NEW JERSEY STATE HEALTH BENEFITS PROGRAM

LOCAL ACTIVE - GROUP # 00-92000
RATES EFFECTIVE 7/1/92

(Include hospital, medical-surgical and major medical coverage)

HEALTH BENEFITS COVERAGE CODES

DESCRIPTION OF COVERAGE	EMPLOYEE & SP. UNDER 65 (no medicare)	EMPLOYEE ONLY OVER 65 (or under medicare)	EMPLOYEE & SP. OVER 65 (or under medicare)	SPOUSE ONLY OVER 65 (or under medicare)
EMPLOYEE ONLY	10	11		
HUSBAND & WIFE	40	41	42	43
FAMILY	50	51	52	53
EMPLOYEE & CHILD	80	81		

Chapter 231, P.L. 1970 requires the employer to reimburse the active employee for the monthly premium (\$31.80 effective 1/1/92) which the employee and/or eligible spouse had paid to Social Security for Part B medicare coverage.

1991/92

1992/93

COVERAGE CODE	PREMIUM CHARGES		TOTAL
	EMPLOYER	DEPENDENT	
10	\$184.54	---	\$184.54
11	\$184.54	---	\$184.54
40	\$184.85	\$220.46	\$405.31
41	\$184.85	\$220.46	\$405.31
42	\$184.85	\$220.46	\$405.31
43	\$184.85	\$220.46	\$405.31
80	\$184.94	\$288.03	\$472.97
81	\$184.94	\$288.03	\$472.97
82	\$184.94	\$288.03	\$472.97
83	\$184.94	\$288.03	\$472.97
80	\$184.66	\$85.64	\$270.30
81	\$184.66	\$85.64	\$270.30

COVERAGE CODE	PREMIUM CHARGES		TOTAL
	EMPLOYER	DEPENDENT	
10	\$215.63	---	\$215.63
11	\$215.63	---	\$215.63
40	\$215.93	\$257.32	\$473.25
41	\$215.93	\$257.32	\$473.25
42	\$215.93	\$257.32	\$473.25
43	\$215.93	\$257.32	\$473.25
80	\$216.04	\$336.42	\$552.46
81	\$216.04	\$336.42	\$552.46
82	\$216.04	\$336.42	\$552.46
83	\$216.04	\$336.42	\$552.46
80	\$215.76	\$100.07	\$315.83
81	\$215.76	\$100.07	\$315.83