

AGREEMENT
BETWEEN
THE WESTWOOD REGIONAL BOARD OF EDUCATION
AND
THE WESTWOOD BUILDING AND GROUNDS ASSOCIATION

July 1, 2010 - June 30, 2013

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition	3
2	Successor Agreement	3
3	Grievance Procedure	4
4	Employee Rights	6
5	Association Rights	7
6	Employment Procedures	7
7	Work Year	10
8	Compensation	12
9	Deductions from Salary	13
10	Insurance Benefits	15
11	Sick Leave	17
12	Temporary Leave of Absence - Paid	17
13	Miscellaneous	18
14	Duration of Agreement	19
	Schedule A: Salary Guide	20
	Schedule A - 1: Custodial And Maintenance Stipends	20

ARTICLE 1

RECOGNITION

A. UNIT

The Westwood Regional Board of Education (hereafter referred to as the "Board") hereby recognizes the Westwood Buildings and Grounds Association (hereafter referred to as the "Association") as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all personnel employed or to be employed by the Board, such personnel being specifically identified as follows: bus drivers, custodians, and maintenance workers. It is understood that the Board may hire substitute custodians, hourly bus drivers, temporary help, and summer help and that these aforementioned groups will not be considered part of the unit or Association, and not be entitled to benefits.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE 2

SUCCESSOR AGREEMENT

A. NEGOTIATIONS

The Board agrees to negotiate with the Association over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employee(s) employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, shall be ratified by the Association, shall be adopted by the Board, and signed by the parties.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. DEFINITION

1. GRIEVANCE

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.

2. AGGRIEVED PERSON

An "aggrieved person" is the person or persons on behalf of whom the Association is making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may occur from time to time affecting employees. Both parties agree that these proceedings will be kept informal through Level One and confidential throughout the procedure.

C. TIME LIMITS

The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

D. PROCEDURE

Commencing at Level Two, grievances shall be filed on the grievance form, a copy of which is attached hereto. Persons filing a grievance shall submit copies of the grievance form to the Secretary of the Board and the Officer designated by the Association (if filed by an individual employee) as well as the employee's immediate supervisor. If filed by the Association, the form shall be filed with the Secretary of the Board, the grievant's immediate supervisor, and a copy provided to the grievant. Completion of the grievance form in its particulars shall be required prior to proceeding to each successive step of the grievance procedure. The immediate supervisor referred to herein shall be the Director of Buildings and Grounds.

1. LEVEL ONE — PRINCIPAL OR IMMEDIATE SUPERVISOR

Within twenty (20) calendar days of the occurrence of an event which gives rise to a grievance, an employee shall present his grievance at Level One. An employee with a grievance shall first discuss it with his Principal or immediate supervisor, through the Association's designated representative, with the objective of resolving the matter informally. The immediate supervisor referred to herein shall be the Director of Buildings and Grounds.

2. LEVEL TWO — SUPERINTENDENT

If the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the Association may refer it to the Superintendent of Schools or his/her designee.

3. LEVEL THREE — BOARD OF EDUCATION

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, it may refer the grievance to the Board of Education. The Board of Education may hold a hearing with the Association's representatives prior to rendering a decision.

4. LEVEL FOUR — ARBITRATION

- a. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Board, it may within ten (10) calendar days after the decision by the Board or twenty (20) calendar days after the grievance was delivered to the Board, whichever is sooner, submit its grievance to arbitration provided the subject matter of the grievance alleges a violation of the written terms of this Agreement.
- b. The Association may request a list of arbitrators from the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power to add to, subtract, or modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

Decisions of the Board at Level Three in the following matters shall be final and such decisions shall not be subject to arbitration under this Agreement:

- 1) any matter for which a method of review is prescribed by law.
- 2) any rules or regulations of the State Commissioner of Education.
- 3) any matter which, according to law, is either beyond the scope of Board authority or is limited to action by the Board alone.

- 4) a complaint of an employee which arises by reason of his/her not being re-employed, including, but not limited to, his/her non-reappointment to any position which is not-tenured under law.

The arbitration, pursuant to this paragraph and the decision of the arbitrator, shall be final and binding on the parties. The authority of the arbitrator is limited to the interpretations, application, or the compliance with the provision of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey, and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

- d. The costs for the services of the arbitrator, including per diem expenses, shall be shared by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.
- e. Any aggrieved person shall be represented at all stages of the grievance procedure by a person selected or approved by the Association.

ARTICLE 4

EMPLOYEE RIGHTS

A. JUST CAUSE PROVISION

No employee(s) shall be disciplined, reprimanded, or reduced in rank, classification, or compensation without just cause. Any dismissal, not inclusive of non-renewal may be considered disciplinary action and subject to the grievance procedure.

B. PROGRESSIVE DISCIPLINE

The Board agrees to utilize the concepts of progressive discipline in the application of the Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee. Disciplinary action may include the following:

1. verbal reprimand;
2. written reprimand;
3. suspension;
4. withholding of increment;
5. termination where permitted by law.

C. RIGHT TO REPRESENTATION

Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely

affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise and represent him/her during such meeting or interview.

This provision shall not apply to observation or evaluation conferences conducted in accordance with performance evaluation procedures.

ARTICLE 5

ASSOCIATION RIGHTS

A. TRANSACTING OFFICIAL BUSINESS

Representatives of the Association may be permitted to transact official business on school property when school is in session, upon notice to the building principal, provided that this does not interfere or interrupt normal school operations and the performance of their duties.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives may have the right to use school buildings for meetings upon notification to the building principal

C. USE OF SCHOOL EQUIPMENT

The Association will have the right to use school facilities when not in session and equipment that is not otherwise in use and is responsible for said equipment when in their use. The Association shall pay the reasonable cost of all materials.

D. USE OF MAIL BOXES

The Association shall have the right to use the inter-school mail facilities and the school mail boxes to communicate with its members.

ARTICLE 6

EMPLOYMENT PROCEDURES

A. POSTING POSITIONS

All vacancies or promotional opportunities shall be posted for a minimum of ten (10) calendar days to allow bargaining unit members to apply and be interviewed for said positions before formal Board action on said vacancies.

B. UNIFORMS

Each employee shall receive five (5) uniforms in each year of the contract. These items are to be purchased or rented by the Board. Employees will receive their uniforms by August 1st for the school year beginning in September. The Director of Buildings and Grounds may use his/her discretion in purchasing personal safety items (i.e., boot, helmets, etc...) in lieu of the purchase of uniforms on a case-by-case and item-by-item basis. The purchase of such items will not exceed the equivalent cost of the purchase of the five (5) uniforms.

C. NEW EMPLOYEES

New employees shall have a probationary period of sixty (60) days before a contract is issued. During the probationary period, the services of a new employee may be terminated upon one (1) week notification by either the employer or the employee. The employee shall pay all fees for fingerprinting and record search.

D. FAIR DISMISSAL

1. The Board shall provide each employee either a written offer of contract for employment for the next succeeding year or a written notice that such employment will not be offered. If the employee decides to accept such employment, the employee shall notify the Board of such acceptance in writing within ten (10) days of the offer of employment.
2. Any employee who receives a notice that his employment shall be terminated or whose contract is not renewed shall be entitled to a step-by-step review as follows:

Joint conference with:

1. Director of Buildings and Grounds;
2. School Business Administrator;
3. Superintendent of Schools;
4. Board of Education.

E. DUTY-FREE LUNCH

Except during his duty free lunch period, no employee may leave a work assignment without the permission of an appropriate administrator. Employees may not leave the site unless there is coverage.

F. IMMEDIATE SUPERVISOR

For purposes of work assignment and day-to-day operations, the Director of Buildings and Grounds shall be recognized as the immediate supervisor of all Association personnel. The building Principal will also act as the supervisor in his/her school. The Superintendent of Schools or Business Administrator or Director of Buildings and Grounds may supersede the direction of the building principal. The Board will establish an organizational structure setting forth a chain of command.

G. REDUCTION IN FORCE

Reduction in force and recall will be based not only upon seniority, but also upon evaluation.

H. SALARY

An increase to the next step of the salary guide shall be based upon the following formula and upon the recommendation of the Superintendent for satisfactory service.

I. INCREMENT

Employment between 1 day and 6 months - no increment increase.

Employment between 6 months and 1 day and 12 months - full increment increase.

Custodial and maintenance stipends added as per Schedule A - I.

J. TRAINING STIPEND

Any member of the custodial or maintenance staff who attends a school offering a minimum of seventy-two (72) hours of class work for the purpose of improvement of job skills directly applicable to the employee's assignment in the Westwood Regional School District shall receive a stipend of \$250 upon completion of this course and upon presentation of a certificate stating that the course has been satisfactorily completed.

All requests for courses shall have prior approval from the Superintendent of Schools.

K. BLACK SEAL LICENSES

A Black Seal License shall be obtained by all employees within two years of employment. Present employees shall obtain a Black Seal license within two years of the inception of this Agreement.

A stipend of \$1000 shall be paid annually to each employee who holds a Black Seal license. This shall be included in the employee's annual salary and shall be pensionable. A copy of the updated license will be issued to the district. Proof of the active license must be on file prior to the stipend being awarded. Employees will be responsible for renewing their license and shall be reimbursed by the district for doing so through the normal voucher process.

L. COMMERCIAL DRIVERS LICENSE (CDL)/BUS DRIVER LICENSES

A Commercial Drivers License (CDL) with 'P' (passenger vehicles) and 'S' (school bus) endorsements shall be obtained by all individuals employed as Bus Drivers prior to starting service with the District. Costs for this pre-employment condition will be the responsibility of the individual. A stipend of \$1000 shall be paid annually to each employee who holds a CDL with the proper endorsements. This shall be included in the employee's annual salary and shall be pensionable. A copy of the updated license will be issued to the district. Proof of the active license must be on file prior to the stipend being awarded. Employees will be responsible for renewing their license and shall be reimbursed by the district for doing so through the normal voucher process.

M. ADDED SERVICES POSITION – PAINTER

The Board and the Association mutually agree to the creation of an Added Services Contract stipended position for the position(s) of Painter. No more than two (2) such stipended positions may be created by the Board in any one year. The position(s) will be subject to the following terms and conditions:

1. The stipend will be made part of and be paid in the same manner as the other stipends listed in Schedule A-1.
2. The person(s) employed will work Friday nights and Saturdays outside of their other contracted obligations for no less than ten (10) hours per weekend. Any make-up hours will be scheduled on Sundays or with the consent of the Director of Buildings and Grounds.
3. In no case shall the person(s) employed as painter(s) be used in lieu of assigning overtime or to “cover a building.”
4. The weekends worked will be in accordance with the Association’s Holiday Calendar as approved by the Board and governed by Article 7-A of the Association’s contract. Person(s) employed will be scheduled by and will report directly to the Director of Buildings and Grounds.
5. It is understood that the Board retains the sole right to employ person(s) in this position(s) on a year-to-year basis. If the position is re-authorized, it will be reposted and all Association members will have the right to apply.

ARTICLE 7

WORK YEAR

A. HOLIDAYS

There are fourteen (14) holidays: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving and the day after, Christmas Eve, Christmas, New Year’s Eve, New Years, Lincoln’s Birthday, Washington’s Birthday, Good Friday, and Memorial Day. Annually the Board will approve the specific calendar of fourteen (14) Holidays as noted above, though the actual days of the holidays given may be different from the actual observances.

In the event that work is required on a paid holiday, an employee shall be paid 2 times his/her basic hourly rate. If mutually agreeable, the employee shall be given the equivalent time on a work day in lieu of payment. This time shall be agreed upon by the employee and the Board.

To be eligible for a paid holiday, the employee must work the last working day before the holiday and the first working day following the holiday.

B. WORK WEEK

The work week is forty (40) hours. The work week starts on Monday and ends on Sunday. One high school custodian's work week shall consist of the following: Three week days (11:30 A.M. - 8:00 P.M.) and Saturday and Sunday (7:00 A.M. - 3:30 P.M. pending events or for the hours scheduled. These hours are subject to change at any given time). These days and hours shall be from September 1st through June 30th. In July and August, this custodian shall work a regular Monday through Friday schedule at the discretion of the Director of Buildings and Grounds. If the custodian mentioned above is a current employee, there shall be an extra stipend of \$3,000. If there are no volunteers for this position from the current staff, the Board shall advertise for this position with no additional stipend. If a paid holiday is celebrated on a Monday, that custodian will have off the next work day in lieu of the holiday. The duty-free lunch period for employees shall be forty-five (45) minutes in length.

C. OVERTIME

An employee shall be paid at the rate of one and one-half (1½) times regular hourly pay for time worked in excess of forty (40) hours per week. The work week begins on Monday and ends on Sunday. A minimum of four (4) hours scheduled is required when an employee is called back to work. The Director of Buildings and Grounds will provide an overtime form to include work that is expected to be completed. Overtime worked on a Sunday or holiday shall be compensated at double the regular hourly pay.

An employee shall be paid overtime only after working a full 40 hour work week. An employee who has not physically been on site for the full 40 hours will be paid at the rate of straight time until the 40 hour requirement is met. Personal days, vacation days, and bereavement days will count as an employee being on site, while sick time will not. Every effort will be made to pay overtime in the pay period following the accrued overtime.

D. CALL-IN

1. An employee called to return to work outside his regular scheduled shift shall be compensated for the actual time worked, but not less than four (4) hours. Snow removal and preparation for commencement will be considered call back and not before shift.
2. After shift - one (1) hour minimum.
3. Before shift - one and one-half (1 ½) times actual time worked.

E. All Association personnel shall report to duty within two (2) hours of the employee's starting time of work at times of emergency.

F. VACATION

Employees for a full year, July 1 of any given year to June 30 of the next year, shall receive a vacation of two (2) weeks (10 working days) during the following July or August unless otherwise arranged. Employees of less than a full year on June 30 shall receive a

vacation determined on the basis of one (1) day of vacation for each full month of employment with a maximum of two (2) weeks (10 working days).

Employees shall be entitled to three (3) weeks vacation upon completion of seven (7) years continuous service as of June 30 of a given school year.

Additional vacation days will be given or paid for perfect attendance in any given work year, according to the following guidelines: Employee working 1-5 years will be given an additional two (2) days to be used in the following school year; employees working 6-10 years receive three (3) additional days, employees working 11+ years will receive five (5) days. This does not include personal time or bereavement time.

Employees shall submit a proposed vacation schedule by March 1st each year and approved vacation schedules shall be issued by the District by May 1st each year. Vacation schedules must have the prior approval of the Superintendent. Vacation may not be taken during the last two (2) weeks before school opens in September.

ARTICLE 8

COMPENSATION

A. COMPENSATION SCHEDULE

The salary of each employee covered by this Agreement is set forth in Section A which is attached hereto and made part hereof.

B. METHOD OF PAYMENT

Each twelve (12) month employee shall be paid in twenty-four (24) semi-monthly installments.

C. COMPENSATION — TRAVEL

Employees who may be required to use their own automobiles in the performance of their duties and/or who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the State of New Jersey rate.

D. ACCUMULATED SICK LEAVE

Effective July 1, 1989, an employee retiring from Westwood after having completed ten (10) years of continuous service in the Westwood Regional School District shall be compensated for the sick leave which he/she has earned in Westwood. The employee shall receive sixty-five dollars (\$65) for a maximum of one hundred (100) days. Effective July 1, 1999, the maximum number of days shall be 145. Payment for this benefit shall be made thirty (30) days following his/her notice to retire or at retirement whichever date shall be later. If written notice of retirement is received by the District before the February 1 preceding a retirement which will take effect from the next July 1st through June 30th, the payment under this section shall be made within 30 days of the official date of retirement. However, at the employee's option, said payment may be deferred to the

January 1st following the official date of retirement or to the second July 1st following the official date of retirement.

If written notice of retirement is received by the District after February 1st preceding a retirement which will take effect from the next July 1st through June 30th, the payment under this section shall be made in the July of the budget year following the year in which the official date of retirement occurs.

Compensation for unused sick leave shall be paid to the employee's estate in the event the employee becomes deceased while working for the Westwood Regional School District.

E. EXCEPTIONS

When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day except in cases of emergency.

F. LONGEVITY

There shall be an annual longevity payment of \$600 for employees who have completed 15 years of continuous District service prior to July 1st in any year. The payment will begin on the July 1st following the 15th anniversary and will be paid out over the course of the work year in equal installments.

There shall be an annual longevity payment of \$600 for employees who have completed 20 years of continuous District service prior to July 1st in any year. The payment will begin on the July 1st following the 20th anniversary and will be paid out over the course of the work year in equal installments.

ARTICLE 9

DEDUCTIONS FROM SALARY

A. ASSOCIATION DUES

1. The Board agrees to deduct from the salaries of its bargaining unit members dues for the Westwood Building and Grounds Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association as said bargaining unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westwood Buildings and Grounds Association by the 15th of each month following the monthly pay period in which deductions were made.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of each change.

B. AGENCY FEE

1. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e. from July 1st to the following June 30th) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

3. DEDUCTION AND TRANSMISSION OF FEES

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the member begins his/her employment in a bargaining unit position.

4. TERMINATION OF EMPLOYMENT

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member in question and promptly forward same to the Association.

5. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. INDEMNIFICATION

The Association will indemnify and hold harmless the Board of all legal costs, fees, and other costs arising from any action brought by a bargaining unit member regarding the agency fee provision. Said indemnification is predicated on the Board complying with the contractual provisions and applicable law.

C. OTHER DEDUCTIONS

1. The Board also agrees to deduct from the salary of any employee(s) in the Association any of the following deductions authorized by said employee(s).
 - a. Prudential Disability Insurance
 - b. Voluntary Savings Deduction
 - c. Tax Sheltered Annuity Payments
2. The transfer of these funds shall be effective as of the payroll date.
3. The Association shall be consulted prior to any decision made to change fiduciary agent for funds deducted from salary.
4. The Association and the Board shall be saved harmless from any liability that may arise or be incurred if the Board fulfills its obligation under this section.

ARTICLE 10

INSURANCE BENEFITS

A. HEALTH INSURANCE

1. The Board of Education shall pay the full premium for health care insurance protection for all employee(s) of the Board and for family or other eligible dependents of said employee(s), where applicable. The health care insurance protection shall be provided through the programs available under the New Jersey School Employees' Health Benefits Program.
2. For the purposes of determining eligibility for health care insurance protection, the employee(s) shall work at least thirty-two (32) hours per week. However, this sentence shall have effect only if the health care provider for the Westwood Regional School District, as approved by the Board of Education, is the New Jersey School Employees' Health Benefits Program.

B. Dental, Prescription, and Optical Plans

During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental, prescription, and optical plans at no cost to individual employee(s) or the Association, except as otherwise provided herein. The prescription plan will be as follows: Mail order - \$0, Generic - \$10.00, Name Brand - \$15.00. The Board will permit retirees to remain in the dental, optical, and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

C. VOLUNTARY INSURANCE WAIVER INCENTIVE PLAN

Employees who are eligible to receive benefits under A and B above are eligible to receive an incentive for waiving said benefits, under the following terms and conditions:

1. No employee will be required to participate in the Insurance Waiver Incentive Plan if he/she chooses not to do so, and any employee whose spouse/partner is a member of the New Jersey School Employees' Health Benefits Program and/or the New Jersey State Health Benefits Program is not eligible to participate in accordance with P.L. 2010 Chapter 2.
2. An employee who has no other health/hospitalization coverage may not waive the health/hospitalization coverage, and is therefore not eligible for this incentive. An employee waiving coverage under Section A (health/hospitalization) above, must provide proof of alternative coverage.
3. An employee who has no other dental, prescription, or vision coverage may waive all of those coverages.
4. Employees who are eligible for benefits under A and B above, and who waive some or all of the coverages of those benefits in A and/or B above for a full year shall receive an incentive for doing so as follows:
 - a. Waiving of Health Insurance: \$1,500
 - b. Waiving of Dental Insurance: \$400
 - c. Waiving of Prescription and Optical Insurance: \$1,100

If the employee's plan began later than July 1st, the incentive payment shall be prorated accordingly.

5. Each year eligible employee(s) will receive an Insurance Waiver Incentive Plan form from the district Business Office. It will allow employee(s) to waive any/all coverages, document a final return date, and will specify the incentive payment which will be received for each waiver.
6. An employee who waives any of the insurance coverages may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if any of the insurance coverages of a spouse or domestic partner are terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, a prorated incentive payment will be made to the employee for that year.
7. The incentive will be paid semi-monthly from September to June for all employees.
8. In order to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District will set up a Section 125 account.
9. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

D. EMPLOYEE CONTRIBUTION

Notwithstanding anything contained in this agreement to the contrary, all employees shall contribute 1.5% of their annual base salary toward the cost of medical and/or prescription drug coverage through an appropriate payroll deduction in accordance with P.L. 2010 Chapter 2, unless a greater percentage is required by law.

ARTICLE 11

SICK LEAVE

A. ALLOWANCE

All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. Said sick leave days which are not used shall be accumulated from year to year.

B. ABSENCE

An employee who does not report for work due to illness or who reports to work, but must leave work due to illness prior to completing a four hour shift, shall be charged with the use of one (1) sick day. An employee who reports to work, but leaves work prior to the end of a full shift, but after working a four hour shift shall, be charged with the use of one—half (½) sick day.

ARTICLE 12

TEMPORARY LEAVE OF ABSENCE – PAID

A. BEREAVEMENT - IMMEDIATE FAMILY

An employee shall be granted up to five (5) days for the death and/or death connected illness of a member of the immediate family. Immediate family shall be defined as follows: parents, spouse, children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, or other long-term members of the immediate household.

B. BEREAVEMENT - CLOSE FRIEND OR OTHER RELATIVES

An employee shall be granted one (1) day to attend the funeral of a close friend or relative not in the immediate family.

C. BEREAVEMENT - EXTENUATING CIRCUMSTANCES

In case of extenuating circumstances the Superintendent of Schools may grant additional bereavement leave based on the individual employee's request.

D. PERSONAL BUSINESS

When notice is submitted five (5) days in advance, except in emergencies, an employee(s) shall be granted a maximum of five (5) days per school year for the purpose of conducting the following business: illness in the family, court appearance, closing of a house, mortgage, moving, attending graduation exercises of a spouse or child, attendance of ceremony where he/she is being granted a graduate degree, or I.R.S. audit. Personal business not listed above, but which requires absence during normal school hours, may be granted upon request. A personal business day may not be taken immediately before or after a school holiday or long-holiday weekend.

Any absence for personal business listed above shall suffice without further explanation. Personal business not listed above that is related to employment outside the district resulting in financial remuneration may be granted upon request.

All such requests for personal days shall be made directly to the Superintendent of Schools. The Principal will be informed by the employee(s) of such request and the dates requested.

E. OTHER LEAVES - PAID AND NOT PAID

Such other leaves may be granted as approved by the Superintendent of Schools.

ARTICLE 13

MISCELLANEOUS

A. COMMITMENT

The Board and the Association shall carry out the commitments contained herein and give them full force and effect for the term of this Agreement.

B. SAVINGS CLAUSE – EMPLOYEE(S)

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employee(s) covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement.

C. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in law, but all other provisions or applications shall continue in full force and effect.

D. Management Rights – Employee(s)

Except as limited by the terms of this Agreement, the Board reserves all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and Constitutions of New Jersey and of the United States. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions.

ARTICLE 14
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013, or until a subsequent Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than December 15, 2012.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon on this 30th day of June, 2010.

Westwood Building and Grounds
Association

Westwood Regional Board of
Education

President

Board of Education President

Secretary

Board Secretary

SCHEDULE A

SALARY GUIDE

2010-2011, 2011-2012, and 2012-2013

Effective July 1, 2010 the employees covered by this Agreement will no longer have a salary guide.

2010-11: For the 2010-11 school year all employees covered by this agreement will receive a 1.5% increase in their base salary from the 2009-2010 school year. Any new employees hired into the district will receive a salary of no less than \$29,500.

2011-12: For the 2011-12 school year all employees covered by this agreement will receive an increase of \$1,200 in their base salary from the 2010-11 school year. Any new employees hired into the district will receive a salary of no less than \$30,000. For the 2011-12 school year no employee will be paid more than \$54,335 and any employee that was Off Guide in the 2007-10 contract will not be paid more than \$62,224.

2012-13: For the 2012-13 school year all employees covered by this agreement will receive an increase of \$1,235 in their base salary from the 2011-12 school year. Any new employees hired into the district will receive a salary of no less than \$30,500. For the 2012-13 school year no employee will be paid more than \$55,570 and any employee that was Off Guide in the 2007-10 contract will not be paid more than \$63,459.

SCHEDULE A-1

SALARY GUIDE

CUSTODIAL AND MAINTENANCE STIPENDS

Head Building Custodian - High School	\$7,500
Head Night Custodian - High School	\$4,500
Head Building Custodian - all other schools	\$4,500
Maintenance	\$4,500
Painter	\$4,500