

AGREEMENT

between the

BOARD OF EDUCATION OF

WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT

And the

WATCHUNG HILLS REGIONAL

EDUCATION ASSOCIATION

Custodial, Maintenance, Grounds and Bus Driver Employees



COUNTY OF SOMERSET

**Watchung Hills Regional High School
108 Stirling Road
Warren, New Jersey 07059**

CONTRACT PERIODS

July 1, 2004 through June 30, 2005

And

July 1, 2005 through June 30, 2008

PREAMBLE.

THIS AGREEMENT is entered into this ____ day of _____, 2005, by and between the **BOARD OF EDUCATION OF WATCHUNG HILLS REGIONAL HIGH SCHOOL**, Warren, New Jersey, hereafter called the “Board”, and the **WATCHUNG HILLS REGIONAL EDUCATION ASSOCIATION**, hereafter called the “Association.”

ARTICLE I.

RECOGNITION.

Pursuant to the Public Employment Relations Commission's certification dated January 26, 1990, the Board recognizes the Association as the exclusive bargaining representative for all employees in a bargaining unit consisting of all full-time and regularly employed part-time custodial and maintenance employees and bus drivers employed by the Watchung Hills Regional Board of Education.

Excluded from this bargaining unit and from all provisions of this Agreement are all other employees, all managerial executives, confidential employees, professional employees, craft employees, police employees and supervisors within the meaning of the Act.

Whenever the word “employee” or “employees” appears in this Agreement, it shall be construed to mean and include only the employees of the Board as specified above and shall not include those employees within the excluded category.

ARTICLE II.

MANAGEMENT RIGHTS.

- A.** The Association recognizes that there are certain functions, responsibilities and managerial rights exclusively reserved to the Board. All of the rights, powers, prerogatives and authority possessed by the Board prior to the signing of this Agreement are retained exclusively by the Board subject only to such limitations as are specifically provided in this Agreement.
- B.** Except as modified, altered or amended by the within Agreement, the Board shall not be limited in the exercise of its statutory management functions. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America, including the following rights, privileges and functions:
- 1.** The executive management and administrative control of the Watchung Hills Regional High School Board of Education and its properties and facilities and the activities of its employees related to their employment utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
 - 2.** The right to hire all employees and to determine their qualifications and the conditions of their continued employment, demotion, dismissal or discipline and to promote and transfer all such employees.
 - 3.** The right to determine schedules of work and the duties,

responsibilities and assignments of all employees with respect thereto.

4. The right to use and implement improved methods of operation and equipment.
5. The right to promulgate and implement policies, rules, regulations and practices which in its sole discretion it deems necessary for the efficient and effective operation of its properties and facilities and to maintain order and safety of the work force.
6. The right to lawfully contract out any operation or work of the employer.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the extent such specific and expressed terms of this Agreement are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution and laws of the United States of America.

D. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county or local law or regulation.

ARTICLE III.

UNION REPRESENTATION/BUSINESS.

A. Any authorized representatives of the Association who are not employed by the Board shall be permitted to enter the Board's premises during work hours for the purpose of administering the terms of this Agreement. At the time of entering the Board's premises, the representative shall advise the business administrator of the district, or designee, as to his/her presence, the general purpose of the visit and intended destination.

B. Any authorized representative of the Association, whether employed by the Board or not, shall neither solicit members nor conduct any business on the Board's property during assigned work time of either the representatives of the Union or the employees involved, unless permission is first obtained from the business administrator or his designee.

C. The Board agrees to furnish the Association in response to all reasonable requests such public records as are in the Board's possession at a charge not to exceed that which is allowed by statute.

D. The Board will accommodate the Association's request for office space.

E. The Association and its representatives may use the school buildings for meetings. Prior written request shall be made via the Building Use Form and written approval must be obtained from the Building's Principal.

Arrangements for meetings at extraordinary times must have prior approval of the Principal and the Association agrees to reimburse the Board for any extra custodial requirements.

F. Whenever any employee is required to appear before the Superintendent or the Board, or any committee or member thereof, concerning any matter which could adversely affect the employee's position or employment or the salary or any increments pertaining thereto, then the

employee shall be given prior notice of the reasons for the appearance and shall be entitled to have present a representative of the Association to advise and represent the employee.

ARTICLE IV.

DUES DEDUCTIONS.

A. Deduction from Salary.

The Board agrees to deduct from the salaries of its employees dues for the Watchung Hills Regional Education Association, the Somerset County Educational Association, the New Jersey Education Association or the National Education Association or a combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 311, Public laws of 1967 (N.J.S.A. 52:14-15, 9(e)) and under rules established by the State Department of Education.

B. Representation Fee.

1. Purpose of Fee.

If a Custodian, Maintenance or Bus Driver does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification.

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 non-members will be determined by the Association in accordance with the law.

3. Deduction and transmission of Fee.

a. Notification. On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule. The Board will deduct from the salaries of the employees referred to in Section B 3a, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment. If an employee who is required to pay a representation fee terminates his or 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 to said employee during the membership year in question.

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

e. **Changes.** 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 10 days after the Board received said notice.

f. **New Employees.** On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

g. **Hold Harmless.**

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions made pursuant to this Article.

ARTICLE V.

NON-DISCRIMINATION.

A. There shall be no discrimination by the Board, the Association or employees against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, disability or sexual orientation.

ARTICLE VI.

NO STRIKES OR STOPPAGES.

During the term of this Agreement, the Association, its officers and bargaining unit members agree that individually or collectively, they will not undertake any work stoppage, slowdown, picketing or interference with the normal operation of the school. Failure to report to work because of picketing or because of a dispute between the Board and another employee organization is a violation of this Agreement.

ARTICLE VII.

GRIEVANCE/ARBITRATION PROCEDURE.

A. A grievance is hereby defined as any dispute between the parties concerning the application, interpretation or claimed violation of any provision of this Agreement, or any administrative decision or Board action which adversely affects the terms and conditions of employment as set forth in this Agreement.

B. The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end the following procedures shall be the sole and exclusive method of resolution.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should 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 written agreement. If the work year of an aggrieved employee is less than twelve (12) months, the parties will make a reasonable effort to accelerate the time periods set forth hereinafter to permit processing

of the steps of the grievance before the end of the aggrieved employee's work year.

Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Step 1.

The Association or an employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's representative within ten (10) working days after the employee knew or should have known of the event giving rise to the grievance. Failure to act within the said ten (10) working days shall be deemed to constitute a waiver and abandonment of the grievance.

Step 2.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the Association may file within five (5) working days with the Business Administrator of the district a written grievance setting forth the nature of the grievance and designated contract provision(s) claimed to have been violated. The grievance shall be discussed by the authorized Association representative and the Business Administrator or his designee at a mutually agreeable time and place not later than seven (7) working days after the request for such discussion. Within seven (7) working days the Business Administrator shall notify the Association of his decision in writing. Failure of the Association to file a written grievance within the allowed time shall be deemed to constitute a waiver and abandonment of the grievance.

Step 3.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within seven (7) working days after the presentation of that grievance at Step 2, the Association may file within five (5) working days with the Superintendent of Schools the written grievance. Within seven (7) working days from the date the grievance was filed with the Superintendent, authorized representatives of the Association shall meet with the Superintendent at a mutually agreeable time and place to discuss the grievance. Within ten (10) working days after the aforesaid meeting, the Superintendent shall notify the Association of his decision in writing. Failure of the Association to move the written grievance within the allotted time shall be deemed to constitute a waiver and abandonment of the grievance.

Step 4.

If a grievance is not resolved at Step 3, or if no written decision has been rendered within the allotted ten (10) working days set forth at step 3, the Association may, within ten (10) working days, make a written request for review by the Board of Education. The written request shall have annexed thereto all known relevant documentation. A copy of such request shall be given to the Superintendent of Schools. The Board or Committee thereof shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved employee and render a written decision within thirty-one (31) calendar days from the receipt of the grievance or after the date of the hearing, whichever is later.

Step 5.

If a grievance is not resolved at Step 4 or if no written decision has been rendered within the time allotted under Step 4, the Association shall, within ten (10) working days, make a written

demand for arbitration to the New Jersey State Public Employees Relations Committee with a copy of the demand being delivered to the Superintendent of Schools and the Secretary/Business Administrator of the district. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State PERC then in effect. The arbitrator so selected shall hear the dispute at a mutually agreeable time and place.

The decision of the arbitrator shall be final and binding upon the Board, the Association and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement.

The party against whom the binding arbitration award is rendered shall be deemed the losing party and that party shall be responsible for payment of the fees of the arbitrator.

Each party shall bear the total costs incurred by themselves.

C. Miscellaneous.

All meetings and hearings under this Article shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives. Both parties

agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

Voluntary termination of a contract by a grievant terminates any unresolved grievance after the effective termination date.

See attached Grievance Form.

ARTICLE VIII.

DISCIPLINE AND DISCHARGE.

The Board shall not suspend, discipline or discharge any employee (other than probationary employees) except for good and just cause.

ARTICLE IX.

WORK SCHEDULES, BUILDINGS AND GROUNDS EMPLOYEES.

A. The work day of daytime employees is eight and one-half (8 1/2) hours, which includes an unpaid thirty (30) minute lunch period. The work day for evening employees is eight (8) hours, which includes a thirty (30) minute supper period.

B. The regular workweek will be from Monday to Friday.

C. Employees shall be permitted two (2) break periods of fifteen (15) minutes each during the work day.

D. Snow and Other Weather Emergency. When snow has fallen, or there is some other weather emergency, all buildings and grounds employees shall report for work by 5:00 a.m. to clear the snow or emergency situation so that school may open safely. The supervisor will check weather conditions and set in motion a call chain.

Compensation shall be at time and one-half the regular hourly rate for time in excess of the employee's regular work day.

Failure to report for snow or other weather emergency as set forth above shall cause the absence to be charged as a vacation day.

Employees who repeatedly fail to report to work for snow or other weather emergency shall

be subject to further discipline.

E. Emergency Call In.

If it is necessary for buildings and grounds employees to come in to make emergency repairs (e.g., water leak, alarm bell, etc.), payment shall be made for a minimum of three (3) hours. If the emergency repair is completed in less than the minimum three (3) hours paid, the employee shall work the remainder of the time on non-emergency items if requested by the Supervisor.

ARTICLE X.

WORK SCHEDULES: BUS DRIVERS.

DEFINITIONS OF DRIVERS:

- I. **Probationary Driver:** Defined as a driver in their first 60 individual work days
- II. **Regular To/From School Driver:** A driver who is assigned to a regular to-and-from school driving schedule.
- III. **Part-Time Charter Driver:** A driver who is assigned as needed for substitute, field trip or athletic trip service.
- IV. **Substitute Driver:** A part-time charter driver who is not in the regular weekly rotation.
 - A. The regular work week for a regular driver shall be from Monday through Friday.
 - B. Driving time is defined as assigned work time, and includes driver time necessary for vehicle check out, warm up, gas up, cleaning and inspection, driver training and teaching, waiting at field trip or athletic trip destination, and attendance at required meetings in addition to actual time spent driving.

Layover time is defined as non-work time, between assigned trips or runs, not to exceed two

(2) hours per layover. School Bus Drivers shall receive a layover rate equal to 50% of the hourly rate.

C. The district will assign charter work on a rotating seven day schedule. Board employed drivers shall be given priority in the assignment of charter work.

D. The parties acknowledge that the Board has the exclusive right to establish bus routes and the hours of driving. It is the intention of the Board to maintain current routes and driving allowances. Except in cases of emergency, the Board will give ten (10) days prior notice to the Association of any change in the routes or driving hours.

E. All Board driven bus route descriptions shall be available in the bus garage.

F. Charter Trip Hours.

1. Charter Trip hours shall include the following:

- a. Field Trips
- b. Sports runs
- c. Covering other driver's runs
- d. Miscellaneous

2. The parties agree that all charter driving hours will be distributed between the bus drivers as evenly as possible. To this end, all driver hours shall be converted into single hours, giving due credit for overtime hours worked (e.g., a driver who works one (1) hour overtime shall be credited for the purpose of this Section with one and one-half hours).

3. If a trip is refused for any reason other than conflicting runs, the hours worked for that particular run will be added to the cumulative hours of the driver who refused and recorded as decline time. A separate accounting of emergency work will be maintained. All trips refused or

accepted with less than 48 hours notice will not be charged against the driver's trip or decline time.

4. A summary of cumulative driving hours shall be posted by the Board each pay period.

G. Cancelled Runs.

1. Drivers who are notified by the Board 45 minutes or more prior to their warm up time of a cancelled run will not be entitled to show up time pay. The Board's evidence of notification shall meet this qualification.

2. Drivers who are notified less than 45 minutes prior to their warm up time and who report to work will receive two hours show up time pay.

3. Drivers who are timely notified but who arrive for work because they did not receive the notice will only be paid if, (I) they choose to punch in and (II) they are assigned work by the Board.

H. For a special education, field trip or athletic assignment, the driver will be paid for a 15 minute warm up period plus actual driving time, with a minimum of one and three quarter hours driving time.

1. Regular gas up time is included in the regular driving allowance. In the event that a vehicle must be refueled in the AM because it was returned late the previous day after a long run, one half hour gas up time will be allowed.

2. The parties recognize the right of the Board to occasionally assign charter work to substitute drivers to maintain their availability.

ARTICLE XI.

OVERTIME (BUS DRIVERS)

A. Overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours per week.

B. For work performed on a scheduled holiday, the employee shall be paid for the holiday (if the employee is entitled to holiday pay) at straight time plus receive time and one-half of straight time pay for all time worked on the holiday.

C. There shall be no pyramiding of overtime pay for the same hours worked under any provision of this Article.

D. Employees shall not be paid overtime unless such overtime is authorized by their supervisor.

OVERTIME (CUSTODIAL, MAINTENANCE & GROUNDS)

E. Overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of eight (8) hours in one day or forty (40) hours per week.

F. Overtime consisting of time and one-half of straight time pay shall be paid to all employees for time worked on a Saturday.

Overtime consisting of double the straight time pay shall be paid to all employees for time worked on a Sunday.

G. For work performed on a scheduled holiday, the employee shall be paid for the holiday (if the employee is entitled to holiday pay) at straight time plus receive time and one-half of straight time pay for all time worked on the holiday.

H. There shall be no pyramiding of overtime pay for the same hours worked under any provision of this Article.

I. Employees shall not be paid overtime unless such overtime is authorized by their supervisor.

J. As applies to custodial and maintenance and grounds employees, the overtime shall be by means of a continuous rotating list, starting with the most senior, then to the second most senior person, then to the third most senior person, etc. If the senior person accepts the assignment, that person will rotate to the bottom of the list. If the senior person rejects the assignment, that person will rotate to the bottom of the list. If the senior person is not able to do the assignment because of a scheduling conflict, that person will stay at the top of the list.

If there are insufficient employees to work the authorized overtime by use of the rotating list, the Board shall have the right to assign overtime by inverse seniority. The least senior person shall be assigned overtime first. When the least senior person works the assigned overtime, that person will rotate to the top of the list and will not be considered the least senior person for forced overtime until the same procedure is used with the second least senior person, then third senior person, etc.

A summary of overtime will be posted after each pay period. In the case of emergency overtime, the Board will retain the right to call upon any qualified available employee for the emergency overtime.

ARTICLE XII.

WAGE INCREASE.

A. Effective July 1, 2004, salary guides will be established for all custodial, maintenance and grounds employees (attached). Bus driver's rate of pay shall be increased by the following

percentage: 5.2% July 1, 2004, 4.7% July 1, 2005; 4.6% July 1, 2006 and 4.6% July 1, 2007.

B. Bargaining unit employees may individually elect to have 10% of their monthly salary deducted from their pay. These funds shall be paid on the final payday or according to a savings bank plan as requested by the employee.

C. Bargaining unit employees employed on a ten (10) month basis are to be paid in twenty (20) installments. Bargaining unit employees employed on a twelve (12) month basis are to be paid in twenty-four (24) installments.

D. Bargaining unit employees shall be reimbursed at the prevailing IRS rate per mile for travel on business of the Board when they have obtained approval from the Superintendent in advance of such travel.

E. Buildings and grounds employees shall receive the below listed annual stipend for obtaining and maintaining the following licenses:

I. Black Seal - \$500.00

II. In-Charge - \$350.00

III. Night Differential (eff. 7/1/06) - \$200 (For all B&G shifts that begin after 3:00 p.m.. This does not apply to Bus Drivers)

The Board shall reimburse employees for the license renewal fee upon proper proof of payment.

Employees who do not maintain the aforesaid licenses shall lose the stipend set forth above.

F. The Board shall reimburse school bus drivers for the cost of the New Jersey Division of Motor Vehicles endorsement fee for commercial driver's licenses (up to \$35.00) and for the cost of any mandated drug tests.

G. The Board agrees to pay the full cost of tuition and other approved expenses incurred in connection with any courses, training sessions, workshops, seminars or conferences which an

employee is required to attend by the Administration or mandated training needed to maintain licenses or certification to perform duties assigned by the Board.

ARTICLE XIII.

HOLIDAYS.

A. Buildings and Grounds Employees.

The following holidays with pay shall be granted whenever such holidays occur during the normal work months:

Independence Day	Labor Day
Columbus Day	Election Day (November)
Veteran's Day	Thanksgiving (two days)
Christmas (two days)	New year's Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Martin Luther King, Jr. Day	

When school offices are closed on any of the above holidays, employees shall take their holidays on those days. When such holidays occur on days when school offices are open, employees shall work those days and arrange alternate days off as approved by their supervisors, assuring adequate job coverage.

B. Bus Drivers.

After three (3) consecutive years of regular driving, regular drivers will be eligible for holiday pay. During their fourth (4) year of employment, regular drivers will receive pay for three (3) holidays, and one (1) additional holiday for each additional year of employment until a total of six

(6) holidays is reached.

ARTICLE XIV.

VACATION - BUILDING AND GROUNDS EMPLOYEES.

A. Employees shall be granted vacation days with regular pay as follows:

1. **12-month Employees:** One day per contract month during the first year (July 1-June 30) of employment (not to exceed 10 days), two weeks (10 days) during the second year and each year thereafter up until 5 years of employment, three weeks (15 days) in the sixth year of employment and each year thereafter up until the tenth year of employment, and four weeks (20 days) in the eleventh year of employment and each year thereafter.

B. Vacations shall be scheduled to assure completion of scheduled repairs and maintenance work and to assure adequate job coverage, as approved by the supervisor of buildings and grounds. Individual vacations taken between June 20 and September 1 shall not exceed fifteen (15) work days.

C. Vacation may only be accumulated and carried forward for one year and if not used during such time, the vacation so accumulated shall be lost except when the employee is prevented from using such time due to the needs of the district.

ARTICLE XV.

HEALTH BENEFITS.

A. Eligibility.

To be eligible for the benefits set forth in this Article an employee must have a minimum of sixty (60) days of continuous employment and work a minimum of twenty (20) hours per week.

B. Blue Cross/ Blue Shield Insurance.

1. Effective August 1, 2004, the Board exercised its right to leave the State Health Benefit Plan and provided coverage under Horizon Blue Cross Blue Shield of New Jersey (which was equal to or better than the coverage provided under the Comprehensive Blue Cross and Blue Shield with Rider J and full Major Medical Coverage under the plan provided by the State of New Jersey Public School Employees' Health Benefits plan.) Two plans were offered: Traditional Coverage and the Open Access POS Plan (Direct Access). The POS plan offered 100% in-network coverage with a \$5 co-pay and 70%/30% out-of-network coverage of reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage as well as \$2,000 out-of-network out-of-pocket maximum for single coverage and \$5,000 out-of-network out-of-pocket maximum for other coverage. The Board continued to bear 100% of the premium cost of the new medical benefit plan for all eligible employees and their eligible dependents.
2. All employees hired to begin working on or after July 1, 2005 will be eligible to enroll into the Open Access POS Plan (Direct Access). This plan, for all eligible enrolled employees, offers 100% in-network coverage with a \$5 co-pay and 80%/20% out-of-network coverage for reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage and \$1,000 out-of-network out-of-pocket maximum for single coverage and \$2,500 out-of-network out-of-pocket maximum for other coverage.

3. All employees hired to begin working on or before June 30, 2005 will have the opportunity to participate in an open enrollment for an effective date of July 1, 2005 should they choose to change coverage. After the Board established open enrollment period for the July 1, 2006 effective date, no further opportunity to enroll in the Traditional plan will be available to employees. However, those employees enrolled in the Traditional Plan effective July 1, 2006 are grandfathered into this plan. These individuals will be allowed to switch out of this plan into the Open Access Plan at any time.
4. On January 1, 2005, the Board elected to initiate the Section 125 Plan. Under that Plan, effective July 1, 2005, all employees shall have the opportunity to opt-out of the district's health benefit plan and receive 50% of the premium cost for the coverage that the employee would otherwise be entitled to receive under the Open Access POS Plan (Direct Access). These payments will be made to the eligible employees twice per year, once in December and once in June. The opt-out decision will need to be made on an annual basis. This may be revoked by the employee should a change occur in that individual's coverage status at any time during the plan year.
5. The Board shall provide for each teacher, upon enrollment, a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage.

C. Dental Insurance.

The Board shall provide at its sole expense dental coverage for eligible employees under the

Delta Dental Plan of New Jersey (100/80/50 Plan). The above dental coverage shall be extended to the employee's eligible dependents. The premium cost for such coverage shall be paid by the Board, with its liability for said payment capped at the premium rate for school year 1989-90.

D. Long Term Disability.

The Board shall provide at no cost to bargaining unit employees long-term disability coverage for those unable to work for medical reasons, provided such inability is not due to a work related accident or injury. An employee who is certified as being unable to work for medical reasons must serve a waiting period of ninety (90) calendar days or use all accumulated sick time, whichever is greater. The Board, through this long term disability plan, shall pay sixty-five percent (65%) of the employee's salary until age 65, less any other benefits such as social security disability payments.

E. The Board shall have the right at any time to change insurance carriers under this Article, provided the coverage is substantially similar to the coverage then in effect.

ARTICLE XVI.

RETIREMENT PENSION.

The Board shall maintain its current PERS Pension Plan for those eligible bargaining unit employees.

ARTICLE XVII.

NOTIFICATION OF ABSENCE.

A. An employee shall notify his supervisor or his designee on each day that an employee will not be available for work. Such notification should be no later than two (2) hours prior to the start of the employee's work day, except in cases of emergency.

B. Absence without notice for five (5) consecutive days shall constitute a resignation.

ARTICLE XVIII.

SICK LEAVE.

A. Buildings and Grounds Employees.

Contract employees (defined herein as an experienced employee who is assigned to a regular full-time shift and whose employment is for twelve (12) months of the school fiscal year) and probationary employees (defined herein as a new employee who is assigned to a full-time shift for a period of sixty (60) work days prior to being appointed a Contract employee) shall be entitled to receive the following sick leave:

1. **Personal illness:** Twelve (12) days per year.

2. **Critical sickness of family member:** Five (5) days per year when employee's presence is advised by a physician. Family member as used herein is the employee's spouse, child or dependent relative living in the employee's immediate household.

B. Regular Drivers.

Regular drivers shall be entitled to the following sick leave with pay:

1. **Personal illness:** Ten (10) days per year.

2. **Critical sickness of family member:** Five (5) days per year when employee's presence is advised by a physician. Family member as used herein is the employee's spouse, child or dependent relative living in the employee's immediate household.

C. **Sick leave is intended for sickness.** The Board shall have the right to require an employee to produce proof of illness when it is reasonable to do so under the circumstances.

An employee who is absent on sick leave for five (5) or more consecutive days or whose absence required medical attention must submit a physician's certificate substantiating fitness to

return to work. The Board may require an employee who has been absent because of personal illness to be examined by a physician at Board's expense as a condition of his/her return to work.

D. Unused personal sick days may be accumulated from year to year.

E. Buildings and grounds employees entitled to paid sick leave may use such time in no less than one-half (1/2) day units.

Regular drivers entitled to paid sick leave may use such time in no less than one-quarter (1/4) day units.

F. Payment of unused sick-leave upon retirement.

Eligibility: All full-time employees who have accumulated a minimum of forty unused sick days at the time of retirement from the district, and are eligible for pension benefits as defined by the Public Employees Retirement System, shall be entitled to be paid in a lump sum upon retirement in an amount to be determined in accordance with the provisions of this paragraph.

Exceptions: No employee shall be entitled to payment of this benefit upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

Benefit: Any member of this bargaining unit who retires shall be compensated at the rate of \$109.00 per day for each day of unused accumulated sick leave to a maximum of \$5,450.00. For example, if a member retires during the specified year and has 40 unused sick leave days, that member shall receive a lump sum payment in the amount of \$4,360.00. If a member retires with 122 unused sick leave days during the specified year, that member shall receive the maximum payment of \$5,450.00.

Employees must provide a minimum of 120 days notice of intent to retire or lose this benefit.

If there are unforeseen circumstances that would cause an employee to make the decision to retire on less than 120 days notice, the Board may extend that same unused sick day benefit afforded to those who notified properly. Board denials of such requests will not be subject to the grievance procedure.

ARTICLE XIX.

DEATH IN FAMILY LEAVE.

Contract employees and regular drivers may be allowed up to five (5) working days with pay in each case of absence due to death in the employee's immediate family (defined herein as spouse, child, mother, father, sister, brother, mother-in-law and father-in-law).

ARTICLE XX.

ACCIDENT OR ILLNESS REPORTING.

A. An "Incident/Accident Report" Form is to be completed whenever an employee is injured or suddenly becomes ill while at work. The report should be prepared no later than the following work day, if possible, and should be coordinated with the school nurse and the supervisor of buildings and grounds. When it is determined that an employee needs emergency medical assistance, a call is made as follows:

Daytime during School hours: to nurses office (Ext. 4878/4877)

During non-school hours: to Warren Township Police (753-1000)

B. Information concerning the nature of the emergency should be given to the nurse or the police dispatcher over the phone, including the location of the sick or injured person (indicating whether North or South building) and the school nurse or the police will determine whether to ask the First Aid Squad to respond to the school.

ARTICLE XXI.

PERSONAL BUSINESS LEAVE.

A. Upon written request and approval, Contract employees (buildings and grounds) and regular drivers may be allowed up to one (1) day leave with pay without reason for handling personal business matters that cannot be handled outside the regular work day. Written request should be made through the employee's immediate supervisor no later than 48 hours in advance, unless prevented from doing so by an emergency.

B. Personal business days shall not be granted immediately preceding or following a vacation day or holiday.

C. Personal business leave shall be non-cumulative.

ARTICLE XXII.

JURY DUTY.

An employee called for jury duty shall bring a copy of the notice to his immediate supervisor. The employee shall return to work any day during his jury duty that the employee does not actually serve or is excused from jury service. A signed receipt for days served must be returned to the payroll clerk upon completion of service. The Board shall pay an employee serving jury duty his regular salary provided that any money or check received from any governmental entity for jury service is signed over to the Board less the cost of parking and meals, if any.

ARTICLE XXIII.

MILITARY LEAVE.

A. An employee not on probation who has been called to active duty or inducted into the military or naval forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such an employee will be reinstated provided he reports to duty with the employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

B. If the military service occurs during a time of war as declared by the Congress of the United States, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery as long as the recovery occurs within two (2) years from the date of discharge.

C. Any Contract employee (buildings and grounds) or regular driver who is a member of the organized militia of the State of New Jersey (National Guard, Naval Militia and State Guard) shall be entitled to a leave of absence from the duties of employment without loss of pay or time on all days during which the employee shall be engaged in mandatory active duty (i.e., full-time duty in the active military service) mandatory active duty for training (i.e., full-time duty in active military service for training purposes) or other duty ordered by the Governor provided that the mandatory active duty or mandatory active duty for training shall not exceed ninety (90) days in the aggregate in any one year. Leave of absence for such military duty shall be in addition to any regular vacation allowance.

ARTICLE XXIV.

UNIFORMS AND EQUIPMENT.

A. Uniforms and equipment will be available to Contract employees as follows:

Uniforms: Three (3) per year per employee.

Rain Gear: One (1) per employee required to work out of doors in inclement weather.

Work Gloves: As needed.

B. Uniforms and equipment remain the property of the Board. Employees are responsible for maintaining their uniforms in neat and serviceable condition.

C. The Board will reimburse buildings and grounds employees up to Seventy Dollars (\$70.00) per year for the purchase of leather hard soled work shoes upon the presentation to the School Business Administrator of the appropriate receipt.

ARTICLE XXV.

EMPLOYMENT PROCEDURE.

A. Depending on the position, contracts are offered on a ten (10) month or twelve (12) month basis.

B. An employee who is resigning from his position shall give thirty (30) days prior written notice.

Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full thirty (30) day notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

C. Notice of Vacancies and Promotional Opportunities.

Notice of vacancies and promotional opportunities within the bargaining unit shall be posted on the Board bulletin board, building and grounds' bulletin board and driver's bulletin board. Employees interested in applying for posted vacancies or promotional opportunities shall submit

their application in writing within ten (10) days of posting to the Superintendent. Such positions shall not be filled during the ten (10) day posting period.

D. Employees who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them. A copy of this notice shall be mailed to the Association. Upon receipt of this notice of vacancies or promotional opportunities, the employee should phone immediately about his/her interest in such position and then apply formally by return mail.

ARTICLE XXVI.

NEGOTIATION OF SUCCESSOR AGREEMENT.

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

B. During negotiations, the parties will bargain in good faith and will make available to one another for inspection at reasonable times information which is available to the public.

ARTICLE XXVII.

SEPARABILITY AND SAVINGS.

If any provision of the 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 by law, but all other provisions or

applications shall continue in full force and effect.

ARTICLE XXVIII.

MISCELLANEOUS.

A. By October 1 of each school year, all employees shall be given a written accounting of accumulated sick leave, vacation days and holidays as of that calendar year.

B. Within sixty (60) days after the Agreement is signed, copies of this Agreement shall be printed by the Board, the expense of which shall be shared equally by the parties. Such copies shall then be given to all employees now employed and hereafter employed during the term of this contract.

C. Notice.

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or by registered letter, or by receipted notification, at the following addresses.

If by the Association to the Board at: 108 Stirling Road, Warren, NJ 07059

If by the Board to the Association at: 108 Stirling Road, Warren, NJ 07059

D. The Association shall have the right to use the school copying machine when not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and shall pay for any loss or damage to the equipment as a result of its usage.

E. The Association shall be permitted the use of internal school mail facilities and the public address system after school hours for routine announcements.

F. The Board shall provide a bulletin board in the break room and bus barn for the

exclusive use of the Association. The President of the Association shall be responsible for the material posted.

ARTICLE XXIX.

**FULLY BARGAINED PROVISIONS, AMENDMENT AND DURATION OF
CONTRACT.**

A. In the negotiations leading to the signing of this contract all interested parties have had the right and opportunity to discuss all matters which may be the subject of collective bargaining. This Agreement constitutes the entire understanding of the parties. During the term of this Agreement, neither party shall be obligated to bargain with respect to any subject or matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time of negotiation or execution of this Agreement.

B. 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.

C. This Agreement shall remain in full force and effect from July 1, 2004 through June 30, 2005 and from July 1, 2005 through June 30, 2008.

Signed and Accepted this _____ day of _____, 2005.

Barbara Vitarius, Board President

Brian Furry, President, WHREA

Donald Sternberg, SBA/Board Secretary

Daniel Root, Past President, WHREA

Andrew Horun, Negotiations Chair