

**AGREEMENT**

**BETWEEN**

**WESTWOOD ADMINISTRATOR'S ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION OF THE WESTWOOD  
REGIONAL SCHOOL DISTRICT**

**2002 - 2005**

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**1. UNIT**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified personnel employed by the Board in the following titles:

1. Senior High Principal
2. Junior High Principal
3. Elementary Principal
4. Supervisor

**II. NEGOTIATIONS**

The parties agree to enter into collective negotiations 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 Administrators' employment.

**III. 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.

**IV. GRIEVANCE PROCEDURE**

A. Definition

A grievance is a claim by an administrator or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an administrator or a group of Administrators. The term grievance shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of a non-tenured Administrator which arises by reason of the final decision of the Board not to re-employ the Administrator. For the purpose of this Article, the term Administrator shall mean also a group of administrators having the same grievance.

B. Procedure

The association may process a grievance on behalf of specified administrators or on its own behalf. An administrator shall have the right to present the grievance or designate representatives of the Westwood Administrators Association. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of the action or deed which prompted the grievance.

1. Level One - Superintendent

- a. The grievant shall discuss the grievance first with the Superintendent in an attempt to resolve the matter at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, she/he shall, within ten (10) school days, set forth his/her complaint in writing to the Board of Education. The Superintendent shall communicate the decision to the grievant in writing within three (3) school days of receipt of the written complaint.

2. Level Two - Board of Education

If the grievance is not resolved to the grievant's satisfaction, she/he may, within ten (10) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

3. Level Three - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at the board level, or if not decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant.
- b. The arbitrator's decision shall be in writing and shall be submitted to the Board and Association. The arbitration, pursuant to this paragraph, shall be advisory and non-binding. The authority of the arbitrator is limited to the interpretations, application or the compliance with the provisions 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 Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

c. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expense incurred shall be paid by the party incurring same.

**V. PAYMENT SCHEDULE**

Administrators employed on a ten month basis shall be paid in twenty (20) semi-monthly installments, to be received on the 15th, and the last day of each month. When a payday falls on or during a school holiday, vacation or weekend, administrators shall receive their paychecks on the last previous working day. Administrators shall receive their final check no later than the last working day in June.

**VI. VOLUNTARY SAVINGS**

Administrators may individually elect to have a portion of their monthly salary deducted from his/her pay. The funds so deducted shall be placed in an interest-bearing account in the individual administrator's name in the Paragon Federal Credit Union.

**VII. COMPENSATION - TRAVEL**

Administrators 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 travel at the current IRS rate. Vouchers for payment shall be submitted on or before December 1, March 1, and the last working day in June

**VIII. COMPENSATION - ACCUMULATED SICK LEAVE**

An administrator retiring from Westwood shall be compensated for the accumulated sick leave which she/he has earned in Westwood. The Administrator shall receive one hundred forty (\$140) for a maximum of one hundred forty (140) days be accumulated as of June 30, 1993. Days accumulated after June 30, 1993, shall be payable at a rate of seventy-five dollars (\$75) for a maximum of one hundred forty (140) days following his/her notice to retire or at retirement whichever date shall be later.

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**IX. ASSOCIATION DUES**

A. The Board agrees to deduct from the salaries of the administrators dues for the Westwood Administrators Association, the Bergen County Education Association, the New Jersey Association of School Administrators, and the

Principals and Supervisors Association as said administrators 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. 52:14-151.9) 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 designed by the Westwood Administrators Association by the 15th of each month following the monthly pay period where deductions were made.

B. 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 such change.

**X. AGENCY FEE**

A. Purpose of Fee

If an Administrator does not become a member of the Association during any membership year (i.e. from July 1 to the following July 30) 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.

B. 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.

B. Deduction and Transmission of Fees

The board agrees to deduct from the salary of any Administrator 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 Administrator during the remainder of the membership year in question. The deductions will begin 30 days after the

Administrator begins his/her employment in a bargaining unit position.

C. Termination of Employment

If an administrator 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 Administrator during the membership year in question and promptly forward same to the Association.

D. 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.

E. Indemnification

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

**XI. OTHER DEDUCTIONS**

The Board also agrees to deduct from the salary of any Administrator in Westwood any of the following deductions authorized by said Administrator:

Washington National Insurance Company  
Voluntary Savings Deduction  
Tax Sheltered Annuity Payments

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**XII. HEALTH INSURANCE**

A.1 The Board of Education shall pay the full premium for health care insurance protection for all Administrators currently employed by the Board and for family or other dependents of said Administrators, where applicable. The health care insurance protection shall be the combined Blue Cross/Blue Shield (including Rider "J") and Prudential Major Medical Insurance encompassing all the provisions of the New Jersey State Health Benefits Plan.

A.2 Newly hired Administrators whose service commences after the ratification of this agreement will be provided benefits under the Horizon Blue Cross PPO plan for the duration of this agreement. Such Administrators may enroll in a more expensive plan by paying the premium difference between the

PPO family plan and the desired upgrade.

A.2 During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental and optical plans at no cost to individual Administrators or the Association. The Board shall also provide a prescription plan at not cost to the Administrators with a \$7.00 name brand and a \$4.00 generic brand co-pay.

B. The parties agree to a voluntary health incentive waiver plan. Contract language will be developed using the concepts in Appendix A which is attached.

C. 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.

D. The Board shall pay the premium for each Administrator for the Washington National Insurance Company N.J.J.C.S.A. Group Income Protection Plan I, Class IV.

### **XIII. VACANCIES**

#### Notice

Whenever a staff vacancy becomes official upon receipt of a resignation or a new position is authorized and candidates are sought for such position, the

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Superintendent of Schools shall post said vacancy in each school building and forward a copy of said notice to the Association.

### **XIV. DISCIPLINE**

#### A. Just Cause Provision

No Administrator shall be disciplined, reprimanded or reduced in compensation, or given an adverse evaluation of this professional services without just cause and due process.

#### B. Required Meetings or Hearings

Whenever any Administrator is required to appear before any Administrator, Supervisor, Board of Education or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that Administrator in his/her office, position or employment or the salary of any increments pertaining thereto, then she/he 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.

### **XIII. HAZARDOUS DUTY**

No member of the administrative staff shall be assigned any duty that is clearly hazardous in nature or dangerous to his/her person because of being inconsistent with his/her certification, training, and experience.

#### A. Reasonable Force

An Administrator may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

#### B. Assault

##### 1. Legal Assistance

The Board shall provide legal assistance by counsel of its own choosing for any assault upon the Administrator while acting in the discharge of his duties.

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##### 2. Reimbursement of Personal Property Damage

The Board shall reimburse Administrators for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an Administrator while the Administrator was acting in the discharge of his/her duties within the scope of his/her employment upon submission of receipts.

### **XVI. SICK LEAVE**

#### A. Allowance

All Administrators shall be granted sick leave on the following basis:

10 Month Administrator - 10 days per year

10 1/2 Month Administrator - 11 days per year

12 Month Administrator - 12 days per year

Said sick leave days which are not used shall be accumulated from year to year.

B. Absence

An Administrator who does not report for work due to illness or who reports to work but must leave work due to illness prior to noon shall be charged with the use of one (1) sick day. An Administrator who reports to work but leaves work after completing half of his/her assignment(s) because of illness shall be charged with the use of one-half (1/2) a sick day.

**XVII. LEAVES**

A. Bereavement - Immediate Family

An Administrator shall be granted up to five (5) days for the death of a member of the immediate family. Immediate family shall be defined as: parents, in-laws, spouse, children, brother, sister or long-time members of the immediate household.

B. Bereavement - Close Friend or Other Relative

An Administrator shall be granted one (1) day to attend the funeral of a

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close friend or relative not in the immediate family.

C. Bereavement - Extenuating Circumstance

The Superintendent may grant additional bereavement leave based on the individual Administrator's request.

D. Personal Business

When notice is submitted five (5) days in advance, except in emergencies, an Administrator shall be granted a maximum of (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. tax audit. Personal business not listed above but which requires absence during normal school hours may be granted upon request.

Any absence for medical and/or dental procedures, including diagnostic testing shall be taken as sick leave.

All such requests for personal days shall be made directly to the Superintendent of Schools.

E. End of Year Leave

Up to five (5) days at the end of a school year may be granted to attend summer school classes and/or to travel to the place where such classes are to be held.

F. Other Leave

Such other temporary leaves with pay as may be approved by the Superintendent.

**XVIII. EXTENDED LEAVES**

A. Maternity - Child Rearing Leave

The Board of Education shall grant maternity/child rearing leave upon request subject to the following rules and regulations:

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1. Maternity Leave

a. The leave shall commence on the date requested by the Administrator and shall terminate with the last day of disability related to said pregnancy. The request for maternity leave shall normally be made sixty (60) days prior to the expected commencement of said leave.

b. A pregnant Administrator, at her option to be exercised in writing, shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy and terminating upon the date of exhaustion of her accumulated sick leave, or upon the date she is able or would be able to resume the performance of her duties, or upon the date of termination of her employment, whichever of said mentioned dates shall occur first. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician.

c. Any pregnant Administrator who does not elect to take a Maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of absence.

d. Upon written request filed at least ten (10) days prior to the expected due date of the child, except in the case of an emergency, any male Administrator shall be granted up to two (2) days leave at the time of the birth or adoption of his child.

1. Child Rearing Leave

a. Under normal circumstances, the request for child rearing leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.

b. The leave shall commence with the conclusion of the period of disability or the date the Administrator receives

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custody of an adopted child, whichever is applicable, and shall be granted, based upon the Administrator's request, for up to the remainder of the school year in which the leave was granted, plus one (1) additional school year. An extension of said leave may be granted upon request.

c. Administrators on child rearing leave shall notify the Superintendent prior to March 1 of their intent to return to work in September or the filing of a request for an extension of sick leave.

d. Administrators on child rearing leave shall not be denied the opportunity to substitute in area(s) of their certification.

B. Professional Association

A leave of absence up to one (1) year without pay will be granted upon request by a tenured Administrator who has been elected to serve in a full time office of a state or national professional education organization.

C. Scholarship Program

A leave of absence will be granted upon request of up to one (1) year (unless otherwise provided by law) without pay to a tenured Administrator to participate in a Foreign Exchange Teaching Program under the Fulbright Act or any similar program.

D. Armed Forces

A leave of absence will be granted upon request up to one (1) year without pay to a Administrator/Teacher whose spouse is serving in the Armed Forces of the United

States in time of war or national emergency.

E. Illness in the Family

A leave of absence will be granted upon request of up to one (1) year without pay to a tenured Administrator for the purpose of caring for a sick member of the Administrator's immediate family (spouse, child, parent, brother, sister, or other long term member of the immediate family).

F. Legislative Leave

Tenured staff members elected to the state legislature shall, upon request,  
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be granted a leave without pay for the term(s) of his/her election.

G. Other Leave

A leave of absence may be granted upon request of up to one (1) year without pay to a tenured Administrator for good and sufficient reason.

H. Salary Credit

Upon a tenured Administrator's return from leave of absence granted pursuant to Sections B and C of this Article, the Administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. An Administrator shall not receive increment credit for time spent on a leave of absence granted pursuant to Sections A, B, E, F, and G.

I. Benefits

All benefits to which an Administrator was entitled at the time which his/her leave of absence commenced, including unused accumulated sick leave shall be restored to his/her upon his/her return and he/she shall be assigned to a position similar to the one held when said leave commenced or a position compatible with his/her training and certification.

J. Extensions

All extensions or renewals of leaves of absences shall be applied for prior to March 1 and granted in writing if approved by the Board.

**XIX. MISCELLANEOUS**

A. Savings Clause

Except as this Agreement shall otherwise provide, terms and conditions of employment applicable on the effective date of this Agreement to Administrators 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.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is 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.

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**XX. WORK YEAR**

To remain in practice as in effect for the 1998-99 school year.

**XXI. EVALUATIONS**

Administrators shall be evaluated in accordance with applicable New Jersey and Administrative Code.

**XXII. PROFESSIONAL GROWTH AND DEVELOPMENT**

The Board recognizes the importance of encouraging the sustained growth and development of all association members. In keeping with this goal, the Board agrees to reimburse each administrator to a maximum of \$2,500 for professional association dues, attendance at conferences and workshops, or other appropriate professional activities. Attendance and reimbursement shall be subject to prior approval of the Superintendent of Schools.

**XXIII. SALARIES**

A. Salaries for all Administrators covered by this agreement are set forth in Schedule A attached hereto and made part hereof. Each Administrator shall be paid at least the amount list for his/her step on this schedule.

B. Initial Placement on Salary Guide

The following Administrators shall be placed on the 2002-2003 salary schedule as follows:

	<u>Column</u>	<u>Step</u>
P. Bower	I	6
M. Traiger	III	6
P. Eckel	II	6
F. Fischman	III	6
M. Murphy	III	4
M. Mittricker	III	6
M. Mysliwicz	III	6
R. Parker	III	6
P. Galeota	IV	6
J. Gallione	IV	6
L. Cella	IV	5
R. Finlay	IV	6

C. Each Administrator not listed shall be placed in the column and on the step which is at least commensurate with her/his experience in her/his position. To be eligible for a guide step increase, Administrators must have served at least six months in an equivalent position in or out of District.

D. Administrators not at step six (6) shall advance one (1) step on the salary schedule each school year. Those Administrators on step six (6) in 2002-2003 shall receive a 3.7% increase in salary (3.76% for those in column IV) excluding longevity compensation in 2003-2004. Those Administrators at step six (6) in 2003-2004 shall receive a 3.7% increase in salary (excluding longevity compensation) in 2004-2005.

E. Administrators employed as of July 1, 2002 shall be compensated at the same salary as other administrators who are on the same column the year after

he/she is placed on step six (6) of the salary guide. All administrators hired after July 1, 2002 shall move from one step of the

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column to the next step of the column, if eligible for a guide step increase, until he/she reaches step 6 on the salary guide . Salary increases for the year after an administrator has reached step six of the salary guide shall be the subject of negotiations between the Board and Association.

F.1. Administrators who have completed five (5) years of service as Administrators in the Westwood Regional School District shall receive \$750 longevity compensation in each subsequent year of service.

F.2 Administrators commencing ten (10) or more years of service as Administrators in the Westwood Regional School District shall receive \$1500 longevity compensation for that year and in each subsequent year of service.

F.3 Longevity compensation shall be included as part of the Administrator's base salary for pension purposes.

#### **XXIV. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005, or until a subsequent Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than October 15, 2004.

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 date of October 29, 2002.

#### **WESTWOOD ADMINISTRATORS ASSOCIATION**

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**President: Patricia Eckel**

#### **WESTWOOD BOARD OF EDUCATION**

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**President: George Venidis**

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**Secretary: Angelo Raimondi**

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**SCHEDULE A  
WESTWOOD ADMINISTRATOR'S ASSOCIATION  
2002 - 2003 GUIDE**

<b><u>STEP</u></b>	<b>I (H.S. PRINCIPAL) (12 Months)</b>	<b>II (JR.H.S. PRINCIPAL) (12 Months)</b>	<b>III K-6 and H.S. V.P. (K-6 - 10 1/2 Mo.) (H.S.V.P. - 12 Mo.)</b>	<b>IV SUPERVISORS (10 1/2 Months)</b>
1	99,184	94,079	92,371	84,833
2	103,315	97,999	96,220	88,368
3.	107,620	102,083	100,229	92,049
4	112,104	106,336	102,350	95,885
5	116,775	110,767	108,126	99,150
6	121,571	115,131	113,221	103,982

**2003 - 2004 GUIDE**

<b><u>STEP</u></b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
1	99,184	94,079	92,371	84,833
2	103,315	97,999	96,220	88,368
3	107,620	102,083	100,229	92,049
4	112,104	106,336	102,350	95,885
5	116,775	110,767	108,126	99,150
6	121,571	115,131	113,221	103,982
MAX	126,069	119,391	117,410	107,892

**2004 - 2005 GUIDE**

<b><u>STEP</u></b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
1	99,184	94,079	92,371	84,833
2	103,315	97,999	96,220	88,368
3	107,620	102,083	100,229	92,049
4	112,104	106,336	102,350	95,885
5	116,775	110,767	108,126	99,150
6	121,571	115,131	113,221	103,982
MAX	130,734	123,808	121,754	111,884

## ATTACHMENT A

### WESTWOOD ADMINISTRATORS ASSOCIATIONS 2002 - 2005

#### Article XII

##### C.

1. Effective July 1, 2002, there shall be a voluntary insurance waiver incentive plan covering each coverage under A and B above.
2. Employees who are eligible to receive any enrollment level above single for insurance under A. above, and those who are eligible to receive any enrollment level under B above are eligible to participate in this insurance waiver incentive plan.
3. An employee waiving coverage under A. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed. Employees who have no other dental, prescription or vision coverage may waive any or all of those coverages.
4. Employees may waive one or more of the insurances in A. and B. above.
5. Each potentially eligible employee will receive a form from the Administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
6. Employees who are eligible for any enrollment above single coverage under A. above or who are eligible for any enrollment level under B. above, and who waive all coverage for any of the four types of insurance for a full year shall receive 25% of the premium cost of the waived insurance(s).
7. An employee who waives coverage may re-enroll in such coverage at the open enrollment periods, subject to carrier rules. The only exception is that, if a spouse's health/hospitalization coverage under A. above is 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, no incentive payment will be made to the employee for that year.
8. The payment shall be made in July of the year following the waiver.
9. 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.
10. The provisions of C. expire at the close of business on June 30, 2005, unless extended by the parties in writing.