# AGREEMENT

between the

# WESTFIELD SUPPORTIVE STAFF ASSOCIATION

and the

# **BOARD OF EDUCATION OF WESTFIELD**

County of Union, New Jersey

July 1, 2019 - June 30, 2022

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# **PREAMBLE**

This Agreement is entered into this 26<sup>th</sup> day of August 2014, between the Board of Education of the Town of Westfield County of Union, State of New Jersey, hereinafter sometimes referred to as the "Board," and the Westfield Supportive Staff Association, hereinafter referred to as the "Association."

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of Employer Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-l et seq.) as amended:

NOW THEREFORE, it is agreed as follows:

# **ARTICLE I - RECOGNITION**

The Board recognized the Association as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following classifications:

Custodians (Day and Night)

Mechanic's Helpers

Mechanics

Groundskeepers

\*Part -time Employees (20 hours or more)

\*New Employees must work 30 hours or more per week to be eligible for health benefits.

Excluded from this unit are the following:

Supervisor of Buildings and Grounds Temporary Help (who work less than 90 days and are not required to become members of PERS) All other employees not under contract

# **ARTICLE II - DEDUCTION FROM SALARY**

The Board agrees to deduct from the salaries of its employees' dues for the Association, the Union County Education Association and the New Jersey Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ. 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 Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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.

# ARTICLE III - ASSOCIATION REPRESENTATIVE (Rights & Privileges)

- A. The Board agrees to recognize the Association President and one (1) Association Representative in each building. The Association Representative for the building and/or the President of the Association or his/her designee shall be released from his/her job assignment to attend grievance hearings as outlined in the Grievance Procedure.
- B. Any employee who is a member of the Association's negotiating team shall be released from his/her duties to attend negotiating sessions with no loss of pay, providing such individual's work is satisfactorily completed in advance of negotiations. The Association's negotiating team shall have no more than two (2) members from each building and no more than five (5) in total requiring release time.
- C. The Board agrees to make available to the Association all items of public information, which it may from time to time request.
- D. The Association may have the use of the school buildings for meetings to be held at reasonable hours upon proper application.
- E. The Association shall have the privilege of using interschool mail facilities and school mailboxes for Association business.
- F. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and no other employee organizations.
- G. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect: 1) the continuation of that employee in his/her office, position or employment; 2) or that employee's salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- H. Nothing in this agreement shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.
- I. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- J. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at the employees expense to any documents contained therein. An employee shall be entitled to have a Representative(s) of the Association accompany him/her during such review.

- K. The Association shall have, in each school building, the exclusive use of a bulletin board. Copies of all materials to be posted on such bulletin board shall be given to the building principal, but no approval shall be required. All material placed on these bulletin boards shall either be signed or bear the Association's monogram.
- L. The Board shall provide the Association President with a lockable two-drawer filing cabinet for Association use. The cabinet shall be placed in a convenient area of the building where the President works.
- M. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review the material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy. If the employee refuses to sign the document, the document will be placed in the personnel file with a note indicating refusal of signature. The refusal will be witnessed by an officer of the Association.
- N. The Board shall provide the Association President, Association reps in each building, and executive committee members with a Westfield School District e-mail address and access to the computer network in each building to use such service. The e-mail system shall not be used during paid work hours.
- O. 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 sixty (60) day period. The list will include names, job titles and dates of employment for all such employees' salaries. Minutes and agenda will constitute satisfaction of the above.
- P. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as representation fee under the provisions of this Agreement.

# ARTICLE IV - 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 the terms and conditions of employment of an employee or a group of employees.

2. Aggrieved Person

An "Aggrieved Person" is the Person or Persons or the Association making the claim.

## 3. Party In Interest

A "Party in Interest" is the person or persons making the claim and any person, including the association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purposes

The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

# C. Procedure

#### 1. Time Limits

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 agreement.

## 2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

# 3. Level One - Principal or Immediate Supervisor

An employee with a grievance shall, within thirty (30) working days of the occurrence of event bring rise to the grievance, first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

## 4. Level Two – School Business Administrator

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within ten (10) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Association shall refer it to the School Business Administrator.

## 5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the School Business Administrator, he/she may, within five (5) school days, after a decision by the School Business Administrator of fifteen (15) school days after the grievance was delivered to the School Business Administrator, whichever is sooner, request in writing that the Association submit his/her grievance to the Board.

Within ten (10) school days after receiving written request by the aggrieved person, the Association shall refer the grievance to the Board of Education.

# 6. Level Four-Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, he/she may, within five (5) calendar days after a decision by the Board or thirty-five (35) calendar days after the grievance was delivered to the Board, whichever is sooner, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.
- b. To submit the grievance to arbitration, the Association shall submit a Demand for Arbitration to the Board and to the Public Employment Relations Commission. The Parties shall then be bound by the rules and procedures of the Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not latter than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and, with regard to specific contract language shall be final and binding on the parties and, with regard to all other issues, shall be advisory only.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

# D. Rights of Employee to Representation

#### 1. Employees and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

# 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Assistant Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

## 2. Written Decisions

All decisions at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. All such decisions shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

# 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## 4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the School Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

# 5. Meetings and Hearings

All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

# **ARTICLE V - LEAVE**

#### 1. Sick Leave

Sick leave is defined as an employees' absence from duty because of disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

- a. New employees beginning work after July 1 shall accumulate sick leave at the rate of one and one quarter (1 1/4) days per month. Thereafter they will receive fifteen (15) days beginning July 1. New employees hired on or after July 1, 2014 shall be entitled to 12 personal illness days per year.
- b. When an employee uses less than his/her authorized days in any school year, those days not used may be accumulated to be used for sick leave in subsequent years.
- c. Sick days actually used reduce the fifteen (15) days available for accumulation. For new employees hired on or after July 1, 2014, sick days actually used reduce the 12 days available for accumulation.

- d. When an employee exceeds the maximum sick leave with full pay authorized under these provisions, the Board of Education may, in its discretion, continue to pay such employee's salary less the pay of a substitute for such length of time as is determined by the Board in each individual case. In the case of any employee for whom no substitute is employed, the Board of Education shall determine the amount to be deducted in each individual case. In instances of this nature, the employee should make written application through the principal of his/her school, or his/her supervisor. In no event, however, shall any decision of the Board under this subparagraph (d) be subject to arbitration, either binding or advisory.
- 2. Absence without salary deduction or charge against sick leave may be authorized as follows:
  - a. For absence occasioned because an employee is quarantined for the sickness of another.
  - b. For absence occasioned by an accident on the job.
  - c. For absence occasioned by required jury duty, the Board shall pay his or her salary in full for the days absent for jury duty.
- 3. Absence upon the specific approval of the Superintendent without salary deduction or charge against sick leave is authorized as follows:
  - a. Up to six (6) days for absence occasioned by the death of a parent, husband, wife, daughter, son, brother, sister or member of the employee's immediate household.
  - b. Up to three (3) days absence occasioned by the death of a father-in-law or mother-in-law, brother-in-law, sister-in-law or grandparent.
  - c. Up to one (1) day absence occasioned by the death of an aunt or uncle or friend.
  - d. Up to four (4) days absence occasioned by the serious illness of husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law. New employees hired on or after July 1, 2014 shall be entitled to two (2) family illness days per year.
  - e. Up to an aggregate of five (5) days for the adoption of a child.
  - f. Absence for reasons of personal emergency upon the express written approval of the Superintendent. Reasons of personal emergency are defined as unavoidable situations. The time limit for each individual case shall be determined by the Superintendent. An employee shall submit, on a form developed the Superintendent, a written application setting forth the reasons of the personal emergency either in advance or within two (2) work days after the employee's return to duty. Unavoidable situations shall not include days absent due to litigation in which the District and the employee or a member of the employee's family or the Association are parties.

In the event that an employee does not wish the personal emergency reasons to be made public to any degree, the employee may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency –

Confidential". The Superintendent alone will know the reasons and shall destroy the section of the form containing reasons after his/her approval or denial of the application.

Written application should be made through the principal or supervisor for approval of absences under item 3, either in advance or within forty-eight (48) hours after return to duty.

#### 4. Deductions

Deductions for each day's absence not authorized under these provisions, or in the excess of sick leave, shall be computed as follows:

For employees who are on a twelve-month basis at the rate of 1/240th of the employee's annual salary.

# 5. Retirement Stipend

Each employee who has retired (and not merely vested) under the Public Employees' Retirement System (PERS) after ten (10) or more years of service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Public Employees' Retirement System, shall receive an amount equal to the number of unused accumulated sick leave days times eighty-five (\$85.00) dollars, such payment to be made within a reasonable period of time after such retirement; provided, however, that the maximum amount payable to an employee under this provision shall be eight thousand five hundred (\$8,500) dollars.

If an employee with ten (10) or more years of service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Public Employee's Retirement System, dies while employed by the District, his/her estate shall receive the moneys provided under this subsection.

6. Any employee who resigns or terminates employment in the Westfield School District after ten (10) years of service, but who is not eligible for retirement under PERS, shall receive reimbursement for unused accumulated sick leave at the rate of fifty five (\$55) dollars per day up to a maximum of three thousand five hundred (\$3,500) dollars.

## 7. Attendance Bonus

In order to achieve an attendance bonus, an employee can use no more than two (2) sick days in a school year (7/1 to 6/30). An employee who uses bereavement days for immediate family or uses vacation days shall still be eligible for the attendance bonus. Immediate family is defined as parent, husband, wife, daughter, son, brother, sister or member of the employee's immediate household. An employee who uses bereavement days for the death of a mother—in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law shall still be eligible for the attendance bonus. Any other absences including absences for workers compensation, will preclude a member from receiving an attendance bonus.

# **ARTICLE VI - SENIORITY**

- A. There shall be two (2) seniority lists: custodians and maintenance workers. Each employee's seniority shall be dated from his/her last date of hire.
- B. In the event of a cut back in the employment of personnel listed on any of the lists, the employee with the least amount of time on that list shall be laid off first. The seniority list shall be given to the Association in advance of any action by the Board to reduce the work force.
- C. In the event of a recall, within three years of a reduction in workforce the last employee laid off under this procedure shall be the first to be recalled. Any laid off employee who does not report for work within fifteen (15) days of the date of notice of recall shall lose all seniority rights.

No new employees may be hired while there are employees with seniority on lay off. In the event of an increase in the work force, the Board of Education must first post the open job on the Association Bulletin Board to give all employees the right to apply for such job. The Board will select the applicant with the best qualifications with the understanding that seniority will be considered as one of the factors.

# **ARTICLE VII - DISCHARGE FOR CAUSE**

During the first six (6) months of employment, a probationary employee (Article XIV, Section I) may be discharged by the Board without just cause. Probationary employees will receive a written evaluation in three (3) months and another just prior to the completion of the probationary period. Matters of discipline involving probationary employees will be subject to binding arbitration in accordance with the law, but in no case will an arbitrator have the authority to make a probationary employee a regular employee.

When the work of an employee who has successfully completed his/her initial probationary period is thereafter unsatisfactory, he/she shall be notified, in writing, of the reasons for the dissatisfaction and shall be given thirty (30) days to improve his/her work. If the employee's work is still unsatisfactory at the end of the thirty (30) days, he/she shall be given a thirty (30) day termination notice. The Association shall be given a copy of any notice of dissatisfaction or of termination. If an employee feels that the Board has discharged him/her without just cause, he/she may submit the matter to arbitration under the Grievance Procedure. The arbitrator shall have the power to restore the employee to his/her position and to restore any salary lost as a result of the discharge. The decision of the arbitrator shall be final and binding on the Board and the employee.

The above procedure requiring thirty (30) days; notice to improve an employee's work shall only apply to those circumstances where ongoing employee performance is an issue. Where termination for cause is the result of a specific incident or behavior on the part of an employee which does not implicate ongoing performance, the thirty (30) day notification period shall not apply.

# **ARTICLE VIII - FIREMEN'S/SPECIAL LICENSES**

All fees for renewal or new firemen's licenses will be paid by the Board of Education at no charge.

The Board agrees to reimburse employees for State issued Electrical License and Pesticide License. The Board agrees to pay the cost to maintain said licenses. All fees for renewal or new licenses will be paid by the Board of Education.

Employees on Step 1 through Step 20 of the Salary Guide and employees who move onto Step 21 of the Salary Guide, in the year they move onto Step 21, who hold a Fireman's license will be paid a stipend annually in addition to their annual salary guide amounts:

2019-2020 \$950 2020-2021 \$950 2021-2022 \$950

Effective July 1, 2016 through June 30, 2019, all employees who have been on Step 21 of the Salary Guide for one or more years, and who hold a Firemen's License will be paid a stipend of one thousand four-hundred dollars (\$1,400) annually in addition to their annual salary guide amounts.

A new employee who does not possess a fireman's license within 12 months of his / her hiring date will be held at the starting salary step on the salary guide until the license is obtained. Upon obtaining the license, the employee will be placed on the appropriate step of the salary guide. There will be no retroactive payment of salary upon obtaining the license.

# **ARTICLE IX - INSURANCE**

#### A. Health Insurance

Pursuant to P.L. 2011, c. 78, employees shall contribute towards the cost of the premium at Tier 4 for all health insurance plans. Effective July 1, 2011, all current employees, except those who opt out, will be enrolled in a Direct Access Plan with a \$20.00 co-pay.

All employees hired on July 1, 2011 or later will be enrolled in a Point of Service Plan with a \$20.00 co-pay. The enrollment in health insurance will be effective on the first of the month after employment.

Effective July 1, 2014, the deductible for out of network claims in the POS 8 Plan shall be \$1000/\$2000.

Effective July 1, 2014, the deductible for out of network claims in the DA 8 Plan shall be \$1000/\$2000

#### B. Dental Insurance

The Board shall provide dental insurance for all employees and their dependents, and employees shall contribute towards the cost of the premium at Tier 4 pursuant to P.L. 2011, c. 78. Dental insurance will include the usual and customary rate for diagnostic and preventive services, and for the riders covering additional basic, periodontal services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500 per insured per year. Effective July 1, 2004 there shall be a per child lifetime maximum of \$1,500 for orthodontic services.

## C. Prescription Plan

Pursuant to P.L. 2011, c. 78, employees shall contribute towards the cost of the premium at Tier 4 for all prescription plans.

Effective June 1, 2011, the prescription plan will have a co-pay obligation paid as follows:

- a. \$15 for generic drugs
- b. \$35 for preferred brand name prescriptions
- c. \$50 for non-preferred brand name prescriptions
- d. \$30 for mail order up to a 90 day supply

# D. Temporary Disability

A temporary disability income plan will be available by payroll deduction and at no cost to the Board of Education.

# E. Employee Assistance Program

An Employee Assistance Program (or equivalent) shall be available for all employees on a shared-cost basis. The Board of Education will pay \$13 and the employees will pay \$12. The employee's share will be a payroll deduction of \$1 per month.

## F. Coverage After Retirement

The Board agrees to permit each employee, who has retired from the Westfield Public Schools under the provisions of the (PERS) Public Employee Retirement System and is entitled to receive pension payments thereunder, to continue his/her participation in the insurance programs which are the subject of this article and which are in effect as of the time of the employee's retirement from the Westfield Public Schools. In order for an employee to be so eligible to continue participation in said insurance programs after the employee's retirement, the employee must have retired after fifteen (15) or more years of service in the Westfield Public Schools and must, within thirty (30) days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said insurance programs. Each retired employee who participates in the insurance programs which are the subject of this Article shall pay the cost for his or her participation, such payment to be made by semiannual installments paid in advance. Eligibility for participation in said health insurance programs shall cease immediately upon the attainment by the retired employee of eligibility to participate in Medicare or upon the employee's death.

Any employee who has retired (and not merely vested) under PERS after twenty-five (25) or more years of service in the Westfield School District and who is as of such retirement

entitled to begin collecting benefits from PERS will be entitled to receive hospitalization and major medical as a retirement benefit. Retired employees receiving this benefit may not continue hospitalization and major medical coverage participation with the Board's provider.

# G. Equivalency Coverage

Notwithstanding the provisions of Section A, B, C, D and E, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C, D and/or E, the Board may do so upon the following conditions:

- 1. Under no circumstances may the insurance described in Sections A, B, C, D or E be reduced in any way below the coverage provided for.
- 2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C, D, and E.
- 3. Any other provider of the insurance described in Sections A, B, C, D and E must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
- 4. Any other provider of the insurance described in Sections A, B, C, D and E must have a reputation for making payments within a reasonable amount of time.
- 5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.
- 6. Upon the death of an employee while employed by the Board, his/her dependents may, at their own expense, continue in the district-sponsored health benefits program for life.

## H. Voluntary Health Insurance Waiver

## 1. Payments Under the Plan

Effective July 1, 2011 employees who select the voluntary health insurance waiver (optout) plan shall receive payments from the Board as follows:

Family: \$2,900 Parent/Child: \$1,700 Husband/Wife \$2,500 Individual: \$1,200

Payments shall be made in semi-monthly installments for ten months (September through June).

## 2. Waiver Procedures

A waiver of health insurance form is available from the payroll office. This form shall be distributed to all employees by June 1 and returned to the Payroll Office no later than June 15. Election for the waiver of health insurance shall be made on an annual basis, and such waiver shall be for only one (1) year. Election is voluntary and is renewable on subsequent application. Employees not re-electing the waiver shall be automatically reenrolled in the district's health insurance plan upon completion of the necessary paperwork without penalty or restriction including but not limited to pre-existing

conditions for themselves and eligible dependents. All employees shall have the option of considering the waiver each year of this agreement, subject to the terms of this provision.

#### 3. Restoration of Benefits

During any time of the year in which the employee has elected to waive coverage, the employee shall be able to terminate the coverage waiver agreement and re-enroll in the district's insurance plan under the following conditions:

- a. Loss of spouse's employment
- b. Disability or death of spouse
- c. Divorce or legal separation
- d. Other life-altering event

Where applicable, domestic partner shall serve in place of spouse.

Re-enrollment shall be immediate without penalties or restrictions including, but not limited to, pre-existing conditions for the employee and eligible dependents. Enrollment shall be as if the waiver or coverage had not been elected.

Employees must notify the Board in writing of their decision to terminate the coverage waiver and re-enroll in the district plan no later than thirty (30) days after the event causing such decision. Payment for the waiver in such instances shall be on a pro-rata basis.

#### 4. Section 125 Plan

The Board has in place an IRC Section 125 plan for the purpose of implementing this provision.

## I. Civil Union/Domestic Partner Health Insurance

The Board of Education through its collective bargaining agreement shall make health insurance available to its employees. The Business Administrator/Board Secretary shall act as the certifying agent in the administration of this program.

#### 1. Domestic Partner Coverage

The Board of Education through its collective bargaining agreements shall make health insurance available to the civil union partners or domestic partners of employees. For the purpose of health insurance benefits, a Civil Union Partner or Domestic Partner shall be defined as a person who:

- a. Shares the employee's permanent residence; and
- b. Has resided with the employee for no less than one (1) year; and
- c. Is no less than eighteen (18) years of age; and
- d. Is financially interdependent with the employee and has proven such interdependence by providing documentation of at least two (2) of the following ownerships:

Common ownership of real property or a common leasehold interest in such property; ownership of a motor vehicle; a joint bank account or a joint credit account;

designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by the insurance carrier to be sufficient to establish financial interdependency under the circumstances of your particular case; and

- e. Is not a blood relative any closer than would prohibit legal marriage; and
- f. Has signed jointly a notarized Affidavit of Civil Union Partnership or Domestic Partnership.

In addition, the employee and the Civil Union Partner or Domestic Partner will be considered to have met the terms of this definition as long as neither the employee nor the Civil Union Partner or Domestic Partner:

- g. Has signed an Affidavit of Civil Union Partnership or Domestic Partnership or declaration with any other person within twelve (12) months prior to designating each other as Civil Union Partners or Domestic Partners hereunder; or
- h. Is currently legally married to another person; or
- i. Has any other Domestic Partner, spouse, or spouse equivalent.
- 2. The employee and the Civil Union Partner or Domestic Partner must have registered as Civil Union Partners or Domestic Partners as required by the State of New Jersey where applicable. Civil Union Partners or Domestic Partners are eligible for health insurance membership only at open enrollment. An Affidavit of Civil Union Partnership or Domestic Partnership must be submitted to the Payroll Office at the time of application for health insurance benefits.

## 3. Definition of Family

Civil Union Partner or Domestic Partner shall be treated the same as spouse in the definition of family for the purposes of the administration of sick leave, personal leave, extended leave, leaves of short duration and any other areas for which definition of family is a criteria.

# **ARTICLE X - VACATIONS AND HOLIDAYS**

Employees shall be entitled to the following vacation with full salary:

•	Year 1	I full day per month pro-rated
•	First full year (July-June) through the fifth year	13 days
•	At the end of the sixth year (July-June)	14 days
٠	At the end of the seventh year (July-June)	15 days
•	At the end of the eighth year (July-June)	17 days
•	At the end of the tenth year (July-June)	18 days
•	At the end of the fifteenth year (July-June)	23 days
•	At the end of the twentieth year and thereafter	24 days

All employees hired on or after July 1, 2014 shall be entitled to the following vacation with full salary:

Year 1
First full year (July-June) through the fifth year
For years 6 through 10
For years 11 through 19
At the 20<sup>th</sup> year and beyond
1 full day per month pro-rated
11 days
13 days
16 days
21 days

All vacations days are earned up to June 30 and become available for use on July 1. Each member of the Association will be allowed to leave his / her shift one hour early on the day before the Thanksgiving Holiday.

Vacations for custodians and head custodians are approved for dates when school is not in session and must be taken during the calendar year. Vacations may also be taken when school is in session at the discretion of the principal/supervisor. In addition, no vacations for employees covered by this contract may be taken during the week immediately preceding the opening of school without the express written consent of such employee's immediate administrative supervisor. The scheduling of vacations shall be based upon seniority. This means that the most senior employee in the building shall have first choice, then the next senior employee shall choose. This procedure shall continue so that the least senior employee in the building chooses last.

A calendar of holidays to include thirteen (13) paid holidays shall be established by the Board each year. In addition to the foregoing calendar of holidays, all employees shall have an additional "floating holiday," which may be utilized in the discretion of each such employee, upon the giving of reasonable advance notice to the Board. A new employee shall receive a floating holiday only if the employment began prior to January 1<sup>st</sup>.

Employees will use all vacation days prior to June 30<sup>th</sup> under ordinary circumstances. With the Superintendent's approval, custodians may carry over no more than five (5) unused vacation days in any one year with a total accumulation of no more than fifteen (15) days.

# **ARTICLE XI - SUPERVISION**

Custodians are under the supervision of the Head Custodians who are under the supervision of the Building Principals except during such times as the Building Principal and Assistant Principal are not on duty. At such times they are under the jurisdiction of the School Business Administrator and the Supervisor of Buildings and Grounds. All custodial and maintenance functions are ultimately under the jurisdiction of the School Business Administrator.

# **ARTICLE XII - STATE PENSION PLAN (PERS)**

All employees are required to join the New Jersey Public Employees Retirement System. As a public employee, the System provides him or her with:

A guaranteed retirement income for life based on the total years of service credit established in the system and final average salary.

# **ARTICLE XIII - WORKING CONDITIONS**

#### A. Hours

The normal work week shall be forty (40) hours per week for eight (8) hour custodians, night custodians, mechanics, groundskeepers and mechanics' helpers.

# 1. Night Custodians

- a. Night custodians shall work a five day/40 hour week as determined by the Board of Education and a 30 minute lunch period will be unpaid and not part of the 40 hours. The lunch period shall be in the building in the event that other individuals (with the exception of other night custodians on duty) are present in the building.
- b. During July and August night custodians shall work with the day custodians and for the same hours as day custodians.

## 2. Mechanics, Mechanics' Helpers, and Groundskeepers

- a. Mechanics and mechanics' helpers and groundskeepers shall work a five day/40 hour week as determined by the Board of Education, and a 30 minute lunch period will be unpaid and not part of the 40 hours.
- b. During July and August and when children are not in school (red letter days), mechanics and mechanics' helpers and groundskeepers will work a five day/40 hour week with a thirty (30) minute paid lunch period. Schedules for these days need to be approved by the Supervisor of Buildings and Grounds or his/her designee. This schedule will not apply to the following days:
  - a. From the last day of school through June 30<sup>th</sup>
  - b. The six (6) work days prior to the opening of school
  - c. In-service days
  - d. Snow days

## 3. Eight (8) Hour Custodians

- a. Eight (8-hour custodians shall work a five day/40 hour week as determined by the Board of Education, and a one (1) hour lunch period will be unpaid and not part of the 40 hours.
- b. During July and August and when children are not in school (red letter days), eight (8)-hour custodians will work a five day/40 hour week as determined by the Board of Education with a one (1) hour paid lunch period will be part of the 40 hours worked. Schedules for these days need to be approved by the Supervisor of Buildings and Grounds or his/her designee. This schedule will not apply to the following days:
  - a. From the last day of school through June 30th
  - b. The six (6) work days prior to the opening of school
  - c. In-service days
  - d. Snow days
  - e. Saturdays

# 4. Custodians and Head Custodians

- a. When school is not in session, and there is a night activity, the night and odd shift employees will work the normal day shift schedule except that one employee will work as a night custodian. On single red-letter days, split shifts and night shifts shall have the option to work their regular hours.
- b. The Association agrees to eliminate the position of Elm Street Head Custodian when the position becomes vacant.

#### 5. Call In

When "called in" for emergency work, employees shall be guaranteed two (2) hours pay at the applicable rate.

#### 6. Overtime

- a. All work over eight (8) hours per day is paid at time and one-half (1-1/2) rate. Overtime may not be used as compensatory time.
- b. All work on Sunday or a paid holiday is paid at double-time rate.
- c. The district will give employees the opportunity for equal distribution of overtime within a building. The head custodian shall maintain a chart, which will be posted in the Custodians Room to show the distribution of overtime.

#### 7. Work Schedules

The Business Administrator will not modify an individual's schedule once it is established for the school year unless the modification is done by mutual agreement. The Business Administrator and/or Supervisor of Buildings and Grounds shall meet with the Association to discuss the proposed changes and receive input from the Association.

- a. When the Business Administrator determines that an employee's schedule needs to be changed from his/her current schedule, the Business Administrator shall first attempt to fill the odd shift with a unit volunteer or new hire, and lacking a volunteer or new hire, shall assign personnel on the basis of inverse seniority.
- b. The Business Administrator will not modify the Monday thru Friday work schedule at any school other than one custodial position at Westfield High School which will be a Tuesday thru Saturday schedule at straight time.
- c. New employees can be placed on any schedule determined by the Board of Education.
- d. The Business Administrator retains the right to change an employee's swing shift within the same building if there is only one employee on the swing shift. If there is more than one employee working on a swing shift within a building, the change of shifts will be accomplished using inverse seniority.

The Board of Education retains the right to assign work schedules based on the needs of the district, using the list of shifts as follows:

Maintenance Custodians	Day	7:30 AM - 4:00 PM 6:00 AM - 3:00 PM 6:30 AM - 3:30 PM 7:00 AM - 4:00 PM 8:00 AM - 5:00 PM
	Swing	9:00 AM - 6:00 PM 10:00 AM - 7:00 PM 11:00 AM - 8:00 PM 12:00 PM - 9:00 PM
	Night	2:30 PM - 11:00 PM 3:00 PM - 11:30 PM

## 8. Unused Snow Days

In the event that snow days are returned to the employees, the Custodian/Maintenance staff shall be included.

#### B. Snow Removal

The first responsibility of all custodians when it snows is for snow clearance. All employees are required to report for snow removal at the appointed time. Failure to do so without approval may lead to discipline. Snow removal requires the cooperation of everyone to insure the smooth operation of the schools. When new snow is on the ground, the Supervisor of Building & Grounds will notify the head custodian as to the appropriate time for the custodians to report to work. Maintenance workers will report according to a previously assigned schedule to operate plows and service the Administration Building.

Custodians and maintenance workers will report at the regular hours unless called in by the Supervisor of Buildings & Grounds or School Business Administrator.

On weekends and holidays, head custodians and custodians will report when called in by the Supervisor of Buildings & Grounds or School Business Administrator, so as to have the grounds ready for opening of school on Monday.

On weekends and holidays, a custodian who reports for snow removal when not authorized by the Supervisor of Buildings & Grounds or School Business Administrator will not receive payment.

When the schools have been scheduled for weekend or holiday use, the custodians assigned for duty will automatically report in time to clear the walks for the activity scheduled.

On weekends and holidays, maintenance workers will report on a time schedule worked out with the Supervisor of Buildings & Grounds.

One custodian will be required to be at their building to assist the maintenance workers for snow removal. The custodians will work on a rotating basis. They will work under the direction of the Supervisor of Building & Grounds.

On a storm by storm basis, when school is cancelled because of a storm, the Superintendent or designee may approve the release of custodians from work on a rotating basis, upon the completion of snow removal tasks and related storm clean-up work.

#### C. Rest Periods

A "coffee break" of fifteen (15) minutes duration may be taken in mid-morning and mid-afternoon.

# D. Safety and Information Committee

The Board of Education agrees to recognize a Safety and Information Committee to hear safety requests from the Association and to receive information from the Board of Education pertaining to the performance of job assignments.

This committee shall consist of the head custodian of each school, one (1) representative of the maintenance men, the Association President, the Supervisor of Maintenance and the School Business Administrator.

## E. Job Assignments

The Board of Education reserves the right to determine job qualifications, job assignments, school assignments and specific scheduling of duties of each of the employees within the unit. Each employee is to be furnished a job description of his/her duties.

Every attempt will be made to see that all workers assigned the opportunity to share reasonable overtime assignments.

## F. Mileage

When an employee is required to use his/her private car in the performance of his/her job, he/she shall be compensated at the rate per mile permitted by the New Jersey Office of Management and Budget.

## G. Payroll Deductions

When requested by the employee, deductions from his/her earnings will be made in accordance with established Board policy for contributions to the Union County Teachers' Federal Credit Union, the existing Tax Sheltered Annuity Plan and Washington National Insurance Company - Income Protection Plan.

#### H. Probationary Period

New employees shall serve probationary period of six months duration. If the employee's service is satisfactory, then a contract will be issued for the balance of the school year.

# I. Temporary Employees

If an employee is hired on a temporary basis and is then hired as a regular employee, such employee's date of hire as a temporary employee shall be used for such employee's anniversary date for vacation and longevity purposes.

# J. Telephones

A telephone will be provided to the head custodians at all the schools.

#### K. Work Shirts, Shoes & Coats

The Board of Education will provide five (5) work shirts, (5) pairs of pants, and one annual shoe allowance of one hundred (\$150) dollars and the shoes will be purchased through a Board approved vendor. The Board will ensure that there are at least two (2) vendors available for purchase of shoes. The Board of Education shall provide a \$125 coat allowance to one-third of the employees per year determined by seniority. The coats will be purchased through a Board approved vendor.

#### L. Tool Allowance

The Board of Education will provide an annual tool allowance of \$1,000 for the Maintenance Department

## M. Computer Access for Direct Deposit

The Board shall provide all members of the Association with a Westfield School District e-mail address and training to access the computer network in each building to use such service to access direct deposit payroll information. The email system shall not be used during paid work hours.

## N. New Jersey Education Association Convention

Four (4) employees will be excused upon request each year to attend one day of the NJEA Convention. Permission to attend the convention will be given first preference based on seniority on a rotating basis, and the Association and the Administration will ensure that there will be appropriate coverage for the various school buildings.

# **ARTICLE XIV - NIGHT SHIFT**

In connection with the night shift work schedule, the Board shall:

- 1. Assure that each building is safe and that heat in the buildings is maintained. In buildings where one (1) employee is working, the Board shall provide means whereby the employee can communicate outside the building and that communications from outside the building can be received.
- 2. Appoint employees to the night shift from volunteers and if there are not sufficient volunteers, to appoint employees to the night shift based upon seniority. The least senior employee shall be appointed first.

# **ARTICLE XV - SALARIES**

- A. The salary of each employee covered by this agreement is set forth in the salary schedules, which are attached hereto and made a part hereof.
- B. An employee who is requested to assume the duties of a head custodian shall be compensated retroactive at the head custodian rate of salary after one (1) week of performing such duties.

C. An employee new to the district shall be placed on the initial step of the appropriate salary guide, but the Superintendent may place a new employee on any step of the salary guide up to Step Six at his/her discretion. Such employee shall not be employed at a salary higher than that of any presently employed individual with the same or the equivalent amount of experience. Upon request, the Association shall be supplied satisfactory proof that a new employee has equivalent experience to employees who are or could be on the same step of the Salary Guide.

Effective July 1, 2011, all employees will receive their salary through direct deposit of payroll made to the financial institution of their choice. Said institutions must be a member of a direct deposit system.

Increase as set forth on the attached salary guides:

- Year One (2019-2020) 3% of the 2018-2019 base
- Year Two (2020-2021) 3% of the 2019-2020 base
- Year Three (2021-2022) 3% of the 2020-2021 base

The percentage for salary increase shall apply to salaries only and shall be retroactive to July 1, 2019. There will be no increase to stipends, hourly rates, or other monetary items throughout the life of the agreement, unless specifically identified.

- D. A night foreman will be created at each intermediate school at the rate of \$500 per year.
- E. An odd shift differential of sixty cents (\$.60) per hour times 2080 hours will be added to the rate of any eight (8) hour day Custodian with an assigned shift starting two (2) or more hours later than the standard 7:00AM starting time.
- F. In order to receive an increment (move to the next step of the salary guide), an employee must be present and working for one day more than one half of the total work year for the job titled.

# <u>ARTICLE XVI – SEVERANCE</u>

If during the term of this Agreement, the Board subcontracts out to a private company those functions and/or services performed by bargaining unit members, it will provide to all custodial and maintenance employees who are severed as a result of said contracting six months of salary and insurance benefits as provided in this Agreement commencing with the first day that the employee is no longer employed by the Board of Education

In addition the retirement resignation or termination stipend for unused accumulated sick leave as defined in article V Leave Section 5, and Section 6: and vacation/holiday pay as defined in Article X, shall be added to the six months of salary and insurance benefits stated above.

# <u>ARTICLE XVII – MISCELLANEOUS PROVISION</u>

If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this contract.

# **ARTICLE XVIII - AGREEMENT BINDING UPON OTHER PARTIES**

It is understood and agreed between the respective parties hereto, that this contract, with all its terms, conditions provisions and covenants, shall be binding upon parties, their successors and assigns.

# **ARTICLE XIX – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2022.

# **ARTICLE XX - GENDER**

Whenever the masculine gender shall be used in this Agreement, it shall include the feminine gender.

# ARTICLE XXI - ENROLLMENT OF CHILDREN IN WESTFIELD SCHOOLS

Effective September, 1991, full time members of the Association will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. This provision will not require the Board to assume responsibility for out-of-district placements for special education purposes.

Employees hired after July 1, 2005, will not be entitled to enroll their children in the Westfield Public Schools at no tuition charge. Children previously enrolled will be allowed to stay until the completion of the 12<sup>th</sup> grade or until the custodian is no longer employed by the district, whichever comes first. Employees hired prior to July1, 2005 who do not currently have children enrolled in the Westfield Public Schools will be allowed to enroll their children at no tuition charge. The children will be allowed to stay until the completion of 12<sup>th</sup> grade or until the custodian is no longer employed by the district, whichever comes first.

# **ARTICLE XXII TUITION ASSISTANCE**

The Board agrees to reimburse the registration fee for members of the Association who attend and successfully complete extra training or courses to improve their job related skills. The courses must be approved by the School Business Administrator. The total aggregate cost for all members of the Association is not to exceed \$2,000 each year. The annual allotment will be distributed on a first-come first-serve basis.

This Agreement shall cover all current employees for the period from July 1, 2019 to June 30, 2022 with all changes retroactive to the commencement date of this contract unless otherwise noted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective president, attested to by their respective secretaries, all on the day and year first above written.

ATTEST:

WESTFIELD BOARD OF EDUCATION

Dana Sullivan, Board of Education Secretary

Margaret Oster, Board of Education President

ATTEST:

WESTFIELD SUPPORTIVE STAFF ASSOCIATION

James Stewart, WSSA Secretary

Michael Rivera, WSSA President

# YEAR 1 - WSSA 2019-2020 SALARY GUIDE

Step	Custodian	Mechanics Helper	Night Custodian	Head Elementary	Head Intermediate	Head High School	Mechanic
1-2	40,961	42,709	42,818	43,136	44,968	46,573	48,671
3	42,023	43,770	43,878	44,197	46,029	47,634	49,732
4	43,084	44,831	44,939	45,257	47,089	48,696	50,793
5	43,761	45,509	45,617	45,914	47,745	49,352	51,450
6	44,191	45,938	46,046	46,343	48,175	49,781	51,879
7	44,694	46,441	46,549	46,846	48,678	50,285	52,383
8	45,164	46,934	47,042	47,345	49,201	50,825	52,954
9	45,655	47,448	47,558	47,867	49,749	51,392	53,551
10	46,508	48,293	48,401	48,704	50,600	52,339	54,487
11	47,617	49,411	49,834	49,942	51,713	53,558	55,705
12	48,397	50,187	50,906	51,015	52,489	54,847	56,791
13	49,419	51,317	52,511	52,620	53,692	56,613	58,354
14	50,197	52,203	53,869	53,980	54,652	58,135	59,672
15	50,853	52,943	54,819	54,929	55,542	59,145	60,666
16	52,382	54,473	56,349	56,456	57,393	60,996	62,517
17	54,233	56,323	58,199	58,306	59,245	62,847	64,367
18	56,809	58,899	60,775	60,882	61,820	65,422	66,943
19	59,277	61,367	63,243	63,350	64,288	67,890	69,411
20	61,639	63,729	65,604	65,713	66,650	70,253	71,772
21	67,046	69,193	71,676	71,786	72,749	76,449	78,011

# YEAR 2 - WSSA 2020-2021 SALARY GUIDE

Step	Custodian	Mechanics Helper	Night Custodian	Head Elementary	Head Intermediate	Head High School	Mechanic
1	41,311	43,059	43,168	43,486	45,318	46,923	49,021
2-3	42,373	44,120	44,228	44,547	46,379	47,984	50,082
4	43,434	45,181	45,289	45,607	47,439	49,046	51,143
5	44,111	45,859	45,967	46,264	48,095	49,702	51,800
6	44,541	46,288	46,396	46,693	48,525	50,131	52,229
7	45,044	46,791	46,899	47,196	49,028	50,635	52,733
8	45,514	47,284	47,392	47,695	49,551	51,175	53,304
9	46,005	47,798	47,908	48,217	50,099	51,742	53,901
10	46,858	48,643	48,751	49,054	50,950	52,689	54,837
11	47,967	49,761	50,184	50,292	52,063	53,908	56,055
12	48,747	50,537	51,256	51,365	52,839	55,197	57,141
13	49,769	51,667	52,861	52,970	54,042	56,963	58,704
14	50,547	52,553	54,219	54,330	55,002	58,485	60,022
15	51,203	53,293	55,169	55,279	55,892	59,495	61,016
16	52,732	54,823	56,699	56,806	57,743	61,346	62,867
17	54,583	56,673	58,549	58,656	59,595	63,197	64,717
18	57,159	59,249	61,125	61,232	62,170	65,772	67,293
19	59,627	61,717	63,593	63,700	64,638	68,240	69,761
20	61,989	64,079	65,954	66,063	67,000	70,603	72,122
21	67,396	69,543	72,426	72,536	73,499	77,199	78,761

# YEAR 3 - WSSA 2021-2022 SALARY GUIDE

Step	Custodian	Mechanics Helper	Night Custodian	Head Elementary	Head Intermediate	Head High School	Mechanic
1	41,771	43,519	43,628	43,946	45,778	47,383	49,481
2-3	42,833	44,580	44,688	45,007	46,839	48,444	50,542
4	43,894	45,641	45,749	46,067	47,899	49,506	51,603
5	44,571	46,319	46,427	46,724	48,555	50,162	52,260
6	45,001	46,748	46,856	47,153	48,985	50,591	52,689
7	45,504	47,251	47,359	47,656	49,488	51,095	53,193
8	45,974	47,744	47,852	48,155	50,011	51,635	53,764
9	46,465	48,258	48,368	48,677	50,559	52,202	54,361
10	47,318	49,103	49,211	49,514	51,410	53,149	55,297
11	48,427	50,221	50,644	50,752	52,523	54,368	56,515
12	49,207	50,997	51,716	51,825	53,299	55,657	57,601
13	50,229	52,127	53,321	53,430	54,502	57,423	59,164
14	51,007	53,013	54,679	54,790	55,462	58,945	60,482
15	51,663	53,753	55,629	55,739	56,352	59,955	61,476
16	53,192	55,283	57,159	57,266	58,203	61,806	63,327
17	55,043	57,133	59,009	59,116	60,055	63,657	65,177
18	57,619	59,709	61,585	61,692	62,630	66,232	67,753
19	60,087	62,177	64,053	64,160	65,098	68,700	70,221
20	62,449	64,539	66,414	66,523	67,460	71,063	72,582
21	67,856	70,003	73,176	73,286	74,249	77,949	79,511