

NOVEMBER 29, 2010

AGREEMENT

BETWEEN

THE CHERRY HILL TOWNSHIP BOARD OF EDUCATION

AND

CHERRY HILL CAMPUS POLICE ASSOCIATION OF CHERRY HILL,
FRATERNAL ORDER OF POLICE LODGE #28,
AN AFFILIATE OF THE FRATERNAL ORDER OF POLICE,
NEW JERSEY LABOR COUNCIL

July 1, 2009, through June 30, 2012

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PREAMBLE

THIS AGREEMENT is made as of the first day of July, **2009**, by and between the Cherry Hill Township Board of Education, hereinafter referred to as the "Board" or "employer," and Cherry Hill Campus Police Association of Cherry Hill Fraternal Order of Police Lodge #28, an Affiliated of the Fraternal Order of Police – New Jersey Labor Council, hereinafter referred to as the "FOP," "employee", or "member."

ARTICLE 1 RECOGNITION

The Board hereby recognizes the Cherry Hill Campus Police Association of Cherry Hill Fraternal Order of Police Lodge #28/Fraternal Order of Police – New Jersey Labor Council as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the regularly employed employees of the Board in the following designate position:

Campus Police Officer

but excluding managerial, confidential, executive and all other employees.

ARTICLE 2 MAINTENANCE OF STANDARDS/EMPLOYEE AND MANAGEMENT RIGHTS

Section 1

The rights of both Board and the FOP shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

Section 2 Discipline and Suspensions

Employees shall retain all civil rights under the New Jersey State and Federal Law. No employee, however, shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law. Any employee shall have the right to counsel at any such hearing.

Section 3 Non-Discrimination

The Board agrees that there shall be no discrimination or favoritism for reasons of sex, age, race, nationality, religion, political affiliation, Union membership or Union activities. The employer and the FOP agree not to interfere with the right of employees to become or not become members of the Union.

And further agree that there shall be no discrimination or coercion against any employee(s) because of Union membership or non-membership.

Section 4 Management Rights

Subject to the terms of this Agreement, the Board reserves its right as employer to determine the standards of service it provides; to determine the standards of selection for employment; to direct its Employees to schedule work, to take disciplinary action; to relieve its employees from duty because of lack of work or any other legitimate reasons; to maintain the efficiency of its operation; to determine their methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing work, and reserves all other rights and functions vested in it pursuant to applicable laws and regulations. The employer agrees to abide by applicable statute regarding decisions on these matters are within the scope of collective bargaining.

ARTICLE 3
LEAVE FOR UNION BUSINESS

Section 1

The FOP Associate (or bargaining unit Chairman), or his designee shall have reasonable release time from regular duty to handle and process grievances or other labor relations matters with representatives of the employer when such grievance review or other meetings are mutually scheduled by the parties.

Section 2

One duly authorized representative, upon submission of appropriate credentials, shall be permitted leave to attend annual New Jersey State and National FOP conventions. Such leave shall be limited to two (2) days per year.

ARTICLE 4
SALARIES

Section 1

- A. Salaries for the term of this Agreement are set forth in Appendix 1 attached.
- B. It is understood that the additional compensation received in 2002 and 2003, are in consideration of the possible future increase in the student calendar year above its 181 day total, to a maximum of 183 days.

Section 2

Regular payment of salaries shall continue in semi-monthly installments.

Effective when all units agree to a change to a semi-monthly pay approach, salaries shall be paid on the 15th and the 30th of each month. If a pay day follows on a weekend of holiday, employees shall be paid the work day immediately preceding the weekend of holiday.

Section 3 Longevity

Upon completion of fifteen years of service in the District, each officer shall receive a longevity payment of \$400 annually. Upon completion of twenty years of service in the District, each officer shall receive \$800 annually. Longevity payments shall commence with the next paycheck following completion of the requisite service.

Section 4 Direct Deposit

Effective July 1, 2011, salaries shall be paid by direct deposit.

ARTICLE 5
WORK HOURS, OVERTIME AND COMPENSATORY TIME

Section 1 Hours of Work

- A. Officers shall be required to report for duty at their scheduled times. Officers' regular workweek shall be based upon eight hours per day and forty (40) hours per week. The workday shall begin no earlier than 7:00 AM and end no later than 5:00 PM. The exact schedule shall be determined by the principal at the school where assigned.
- B. Any officer required to use his/her personally owned automobile in the performance of official duties shall be reimbursed for all such travel at the established IRS rate.
- C. The regular work year shall consist of 181, eight-hour days, plus an additional block of forty (40) hours (equivalent to 5 additional work days), to be assigned in not less than four-hour blocks, at straight time rate of pay for duties outside the regular school day. Single, or multiple contiguous, time blocks may be used for assignments such as Graduation Ceremonies, Project Graduation or other scheduled extra-curricular activities. It is agreed that in the event the number of student attendance days is increased during the term of this Agreement the Officers' work year shall be increased proportionately, but not greater than 183 days, exclusive of the additional block for forty hours.
- D. Officers shall be present and on duty when teachers and students are present on school grounds. Otherwise, Campus Police Officers will not be required to report for duty (such as with snow days and other similar building closures). In no event shall

this alter the requirements that Officers work more than the equivalent of the number of annual student calendar days, plus the 40 supplemental hours.

- E. Previously received paid holidays shall be eliminated as part of the change from the “12 month” to “10 month” schedule.

Section 2. Overtime

- A. Officers required to work in excess of their tour of duty, with the approval or at the request of their supervisor, shall be entitled to overtime pay at the rate of one and one-half (1 ½) times their regular rate for all overtime hours worked. Employees required to work overtime on New Years Day, Easter Sunday, Thanksgiving Day, Christmas Day or on any Sunday shall earn pay at the overtime rate of two (2) times their regular rate of pay for all excess time worked. The four-hour time-block assignments reference to in Section 1.C above are not considered overtime; provided, however, that any time worked in excess of such an assignment’s scheduled duration shall be compensated on an overtime basis.
- B. Overtime assignments shall be offered to Campus Police Officers first, then as needed through the Cherry Hill Police Department.
- C. All sums for overtime shall be paid in equal semi-monthly installments with the base salary.

ARTICLE 6
REQUIRED COURT TIME

- A. Members shall receive compensation for appearance in court and/or before administrative bodies associated with the courts for matters related to the performance of their duties. Members shall be entitled to overtime pay at the rate of one and one-half (1 ½) times their regular rate for those hours of the appearance which are in excess of the regular workday.
- B. Members shall also receive mileage allowance for use of their personal vehicles for travel to and from court and/or administrative bodies’ hearings associated with their performance of duty, other than Cherry Hill Municipal Court.
- C. Compensation for court time and travel expenses shall be paid with the regular pay.

ARTICLE 7
SICK LEAVE AND PERSONAL LEAVE

Section 1 – Sick Leave

- A. Officers will receive one (1) sick day per month for a total of ten (10) sick days per year. For employees in their first year who join the District on other than a

September 1st, one day of sick leave shall be credited upon hire for each full calendar month left in the year. "Year" is defined as September 1 through June 30.

- B. All sick time is considered earned and unused days shall accumulate from year to year in each officer's sick time bank.
- C. When an employee retires from the Cherry Hill School District after ten (10) years of continuous service pursuant to the provisions of the Teacher's Pension and Annuity Fund or the Public Employee's Retirement System, such employees shall be paid at the at the following rate for each day of accumulated unused sick leave days that have been accumulated as a result of employment in the Cherry Hill School District: effective July 1, 2006: \$24.17. At the time of retirement, each accumulated unused sick leave day shall be compensated at the full negotiated per day rate even if the employee is a part-time employee at the time of retirement. If termination of employment is due to death, the employee's estate shall receive such pay. Continuous personal illness absence of five (5) days or more must be certified to by a properly licensed physician.

Section 2 – Personal Leave

Absence for two days per year may be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the superintendent five days in advance of the absence. Personal leave will not be granted for either of the two days preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the teachers to perform such pressing and immediate business that cannot be postponed or performed after employment hours. Any other use of personal business days is a violation of the contract.

ARTICLE 8 MEDICAL INSURANCE

A. Health and Hospitalization Plan

1. Upon the appointment of an officer to more than half-time employment, the Board shall provide to the officer and his/her dependents medical insurance coverage under the Blue Cross-Blue Shield Blue Card PPO plan with a \$10 office visit co-pay.
2. **Effective no earlier than July 1, 2010, change the carrier for health/hospitalization to the School Employees Health Benefits Program. Section 1. is obsolete as of that date.**

3. **With 90 days' written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP; or, b) a plan which has benefit levels identical to the Horizon PPO which was in place immediately before the shift to the SEHBP. The District shall also offer employees an HMO which has benefit levels identical to the AETNA HMO which was in place immediately before the shift to the SEHBP. Effective the date of a shift from SEHBP, these shall be the only plans available to eligible employees.**

B. Prescription Plan

The Board shall provide to each officer who works more than half-time and his/her dependents, a prescription plan containing an employee co-payment of \$15 for brand-name drugs, \$7 for generic drugs and one co-payment (\$15 for brand-name drugs, \$7 for generic drugs) for a 90 day supply by mail-order.

C. Dental Plan

The Board shall provide to each officer who works more than half time and his/her dependents, the dental insurance plan currently provided for such employees or a substantially equivalent plan. Effective on the first of the month which is at least 30 days after the date of mutual ratification of the Memorandum which contains the 2004-2005 year, the annual dental benefit maximum shall be \$3,000. **Effective on the date when SEHBP is effective under A. 2. above, the lifetime orthodontic limitation shall be \$1,500.**

D. Prescription Plan and Dental Plan and Unpaid Leaves of Absence

Effective upon mutual ratification of the Memorandum of Agreement which contains the 2004-2005 year, the parties agree to discontinue the practice of providing District-paid prescription and dental insurance to employees who are on unpaid leaves of absence.

E. Employee Assistance Plan

Effective on July 1, 2004, there shall be an Employee Assistance Plan for all employees. The maximum Board contribution shall be \$35.00 per eligible employee.

F. Voluntary Health Incentive Waiver Plan

Beginning January 1, 2006, there shall be a voluntary waiver incentive plan for insurances under **A., B. and C.** above. **Under B. and C.,** an incentive payment will be made to the employee in the amount of 30% of the relevant premium the Board would have been required to pay under **A., B. and/or C.** **The waiver payment under A., above shall be governed by the SEHBP rules.** The waiver period shall

be January 1 through December 31. The payment will be made upon the close of the insurance year. Details of the plan appear in Appendix 2.

G. Vision Plan

Effective on the date when SEHBP is effective under C. above, the Board shall provide the benefits described in the VSP eye care plan handout which was shared with the Association during the negotiations for a 2009-2012 Agreement.

ARTICLE 9
DISABILITY WAGES

Section 1 Job Related Injury

Officers will receive full pay, including any payments from workers' compensation insurance, for the duration of time that they are out of work due to a disability caused by a job-related injury for a period of one (1) year from the date of inquiry. If the Board pays the full salary to the officer, it shall be entitled to assignment of any workers' compensation insurance benefits paid to the officer. If an officer remains disabled after one (1) continuous year, pecuniary compensation of said officer will be determined under the terms of New Jersey Worker's Compensation Law. After one (1) full year of total disability, as described above, the Board, as employer, retains the right to have the officer evaluated by a doctor of its choice.

ARTICLE 10
CONTINUING EDUCATION

- A. Attendance at police-related schools is encouraged by the Board and staffing requirements will determine scheduling.
- B. Upon completion of any college course pertaining to police related activity, the Board will reimburse the member, upon submission of proof of accreditation cost and successful completion thereof, up to \$100 per semester and up to a maximum of \$200 per calendar year.

ARTICLE 11
CLOTHING ALLOWANCE

Each member shall receive an annual allowance for the purpose of cleaning and maintaining uniforms in the amount of \$750.

ARTICLE 12
BEREAVEMENT LEAVE

Section 1

An officer shall be excused from duty due to death in his or her family without loss of pay for his or her scheduled working hours for a maximum of five (5) scheduled working days, starting on the day of death, or on the day following death. Paid bereavement leave hours not worked, shall not be counted in computing overtime pay for hours worked in excess of forty (40) hours in the work week.

Section 2

A member of the Officer's immediate family, for the purpose of the above, shall be defined and limited to father, mother, spouse, brother or sister, son or daughter and mother-in-law or father-in-law.

Section 3

An Officer shall be excused from duty without loss of pay to attend the funeral services of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, for a maximum of one eight (8) hour day. Brother-in-law and sister-in-law are defined as the spouse of the Officer's brother or sister, or the brother or sister of the Officer's spouse.

Section 4

Leave shall not be granted if the Officer does not attend the funeral services for the deceased. Outside of an Officer's immediate family as defined above, no more than three (3) days will be given should more than one death occur in the family within any three (3) month period.

Section 5

Paid bereavement leave hours not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) hours in the workweek. Notice of such deaths must be given to the member's supervisor as soon as reasonably possibly.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1 Grievance Defined

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. Nothing herein shall be construed as limiting the right of any Employee having a grievance, to discuss the matter informally with management. A grievance is defined as any question or dispute between the Board and the FOP

arising over the interpretation, application, or alleged violation of the terms of this Agreement. A grievance may be raised by an individual, a group of individuals, or the FOP on behalf of the individual(s).

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent.

STEP 1 Any grievance must be presented, in writing, to the Officer's immediate supervisor within thirty (30) calendar days after knowing of the event or events upon which the claim is based, or else such grievance is deemed waived. The immediate supervisor shall attempt to immediately resolve the matter. If the immediate supervisor does not adjust the problem to the satisfaction of the grieving party at that time, the grievance may proceed to Step 2. To be considered timely, the grievance must be moved to the next step within ten (10) school days of the receipt of the immediate supervisor's proposed resolution.

STEP 2 The grievant if not satisfied with the result at Step 1, shall file the grievance in writing with the Building Principal. The Principal shall, within ten (10) school days of receipt, schedule a grievance meeting.

The FOP representative(s), the aggrieved party(ies) and the immediate supervisor shall attend and attempt to amicably settle the matter. If the Principal is unable to resolve the matter at this time, the FOP and grievant(s) shall have the right to request a hearing with Superintendent of Schools. Said request shall be made within ten (10) school days.

STEP 3 The Superintendent of Schools shall, within ten (10) school days of receipt, schedule a grievance meeting. The immediate supervisor, principal, FOP representative(s), and the grieved party(ies) shall attempt to amicably settle the matter. The Superintendent has ten (10) school days to render a written decision.

STEP 4 Arbitration

If the FOP does not concur with the Superintendent's decision, it may, within thirty (30) school days of receipt of the decision, submit a request for binding arbitration. The arbitrator selection shall be conducted in accordance with the New Jersey Public Employment Relation Commission's (PERC) rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable. The arbitrator shall not add to,

modify, detract from or alter in any way, the provisions of this Agreement and shall indicate his findings of fact and reason for his decision in writing. **The arbitrator's decision shall be issued within 30 calendar days of the close of hearing or the receipt by the Arbitrator of any briefs, unless an extension is agreed to in writing by the parties.**

Section 2

- A. If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, it shall be reduced to writing and signed by the respective parties.
- B. Any of the time limits obtained in this article may be extended by mutual written agreement.
- C. Failure by the employer to respond in a timely manner in any step of the grievance procedure shall be considered a decision NOT in favor of the grievant(s).
- D. If, at any step, the grievant(s) fails to act according to the requirements of this article, the grievance shall be considered abandoned.
- E. The Bargaining Unit Associate or Labor Council Staff Representative must receive notice of any grievance filed and shall have an opportunity to appear with the grievant at all steps of the grievance procedure.

ARTICLE 14 PERSONNEL RECORDS & FILES

Section 1

The Board will accumulate and maintain personnel records and files in accordance with the New Jersey Attorney General's guidelines for law enforcement officers and Board policy not in conflict therewith. The Board shall create and maintain only one Personnel file in the name of each Camps Police Officer. Such Personnel File shall be segregated into four separate categories; General Information, Confidential, Evaluations/Training, and Internal Affairs.

- a) The General Information Segment shall include:

- Employee's name, title and position,
- Salary and payroll information
- Attendance records
- Schools attended
- Assignments and promotion records
- Length of service
- Final notices of discipline
- Date of separation and reason

Amount and type of pension received
Awards, commendations, and letters of recognition

b) The Confidential Segment shall include:

All medical related records
Psychological reports
Financial records
Home address & phone numbers
Family information

c) The Evaluations/Training Segment shall include:

Periodic evaluations
Training and special schools attended
Intra-agency training received and dates attended
MV accidents
Other personnel records

In any event, personnel records shall be maintained in one location in accordance with New Jersey law and Board policy. Such files and records are confidential and shall be maintained in the District Public Safety Director's office, or the Principal's office of the School of assignment.

Section 2 Internal Affairs Records

Personnel records are separate and distinct from internal affairs investigation records. Internal affairs investigation reports shall never be placed in personnel records. When a complain has a disposition of exonerated, not sustained, or unfounded, there shall be no indication in the employee's personnel file that a complaint was ever made. In those cases where a complaint is sustained and discipline imposed, the only items to be placed into the employee's personnel file are a copy of the administrative charging form and a copy of the disposition form. No part of the internal affairs investigation report shall be placed in the personnel file. Any letters of complaint of alleged violations of rules and regulations may appear in an officer's personnel file.

All Internal Affairs investigations and the files thereof are the responsibility of the Cherry Hill Police Department. All files will be maintained at the Cherry Hill Police Department Internal Affairs Division, provided the Department agrees to do so.

Section 3

Only final notices of discipline may be placed in an officer's personnel file. A copy shall be made available to him/her. Whenever an officer is given a copy of the complaint not originating from the employer, the identification of the complaint shall be excised. However, if any disciplinary action is taken based on any complaint,

then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

Section 4

Upon advance notice and at reasonable times, any officer may at any time review his personnel file. However, this appointment for review must be made through the Director or his designated representative. Employees shall also be entitled to a copy of any record contained in their personnel and medical files.

Section 5

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from unless done so in accordance with the provisions of this Agreement. Current New Jersey law provides that preliminary and final notices of major discipline must be maintained for at least a five-year period for a major, and two a (2) years for minor disciplinary actions. Upon completion of that period from the date of notice, the officer may request in writing the removal of such materials; the determination of whether to grant such request shall be at the discretion of the Director or the Chief School Administrator. Letters of reprimand, or other lesser notifications may in the discretion of the Director or Chief School Administrator be removed upon completion of the prescribed reckoning period.

ARTICLE 15 UNION DUES AND AGENCY SHOP

Section 1 Dues Deductions & Submission

The Board agrees, in accordance with the State Statute, upon receipt of signed authorization cards from officers, to deduct from the employee's salary the annual dues as prescribed by the Treasurer of Cherry Hill FOP Lodge #28, in equal bi-monthly installments. The FOP will designate to the Board the portions of the total monthly dues collected, to be then forwarded to the FOP Treasurer and to the FOP-NJ Labor Council directly, by the tenth day of the month following the deductions.

Section 2 Agency Shop (Representation Fee)

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the FOP within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the FOP by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular FOP membership dues, fees, and assessments as certified to the Employer by the FOP. The Union's entitlement to

the representation fee shall continue beyond the termination date of this Agreement so long as the FOP remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 3

The FOP agrees that it identify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Board at the request of the Union under this Article.

ARTICLE 16 SEVERABILITY AND SAVINGS

Section 1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

ARTICLE 17
TERM OF THE AGREEMENT AND AMENDMENT

Section 1

This contract shall cover the period from **July 1, 2009, through June 30, 2012**, and shall continue to bind the parties during any period beyond **June 30, 2012**, until such time as the parties achieve a successor agreement hereto.

Section 2

Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin as PERC regulation and State law dictates, no earlier than one hundred twenty days, and not later than ninety days prior to the expiration of this Agreement.

Section 3

This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

IN WITNESS WHEREOF: The parties hereto have executed this agreement in the Township of Cherry Hill, County of Camden, New Jersey on the dates set forth below.

FOR THE:

FOR THE:

CHERRY HILL TOWNSHIP BOARD OF EDUCATION	CHERRY HILL CAMPUS POLICE ASSOCIATION OF CHERRY HILL, FRATERNAL ORDER OF POLICE LODGE #28, AN AFFILIATE OF THE FRATERNAL ORDER OF POLICE, NEW JERSEY LABOR COUNCIL
--------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ATTEST:

ATTEST:

Date Ratified:

BOARD: _____

FOP: _____

APPENDIX 1
SALARIES
2009-2010, 2010-2011 and 2011-2012

OFFICER	2009-2010	2010-2011	2011-2012
BOGIN	\$67,447	\$70,947	\$74,697
GRAHAM	\$38,905	\$40,905	\$43,155
HESS	\$37,577	\$39,577	\$41,287
WOOD	\$67,447	\$70,947	\$74,697

APPENDIX 2
INCENTIVE PLAN CONCEPTS

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 7, **A., B. and C.**

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so.

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article 7, **F.**

5. May an employee waive only one type of insurance and not others?

Yes.

6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?

No. Such a waiver will not be allowed. An employee waiving coverage under Section 1 (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.

7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?

Yes.

8. If an employee waives coverage, may he/she re-enroll?

Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article 7, **A.**) 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.

9. What happens to the waiver payment if the employee re-enrolls on other than a January 1st?

No incentive payment will be made for that insurance for that year.

10. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?

Yes.

11. When do employees receive their incentive payment?

The payment shall be made upon the close of the calendar year in which the waiver occurs.

12. How does an employee sign up for this Plan?

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.

13. Are there any other matters which the parties must attend to with respect to this issue?

Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District is setting up a Section 125 account. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.