

APRIL 22, 2008

AGREEMENT BETWEEN
THE WOODBURY BOARD OF EDUCATION
AND
WOODBURY PUBLIC SCHOOLS' CLERICAL EMPLOYEES (WEA)
2008 - 2009

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ARTICLE 1
RECOGNITION

- A. Unless otherwise indicated, the term “clerical employee” when used hereinafter in this Agreement shall refer to all secretarial/clerical employees of the Board, including but not limited to all secretaries and clerks, with the exception of the Secretary to the Superintendent, the Secretary to the Business Administrator, the Payroll/Benefits Specialist, and the Accounts Payable Specialist. References to female employees shall include male employees.
- B. Unless otherwise indicated, the term “School District” when used hereafter in this Agreement shall refer to the Woodbury School District.
- C. Unless otherwise indicated, the term “Board” when used hereafter in this Agreement shall refer to the Board of Education, City of Woodbury, County of Gloucester, State of New Jersey.

ARTICLE 2
WORK SCHEDULE

- A. Twelve month clerical employees shall work from July 1st through June 30th. Ten month clerical employees shall work from September 1st through June 30th. The work calendar will be based on the calendar distributed to clerical employees and clerical employees shall not be required to work on days school is closed to both clerical employees and students. Exceptions may be made if the clerical employee’s supervisor requests employee to work.
- B. A standard full-time work week will be Monday through Friday, excluding the four (4) day summer work schedule, if approved by the Board of Education. The four (4) day summer work schedule is as follows: Monday through Thursday, 7:30 a.m. – 4:45 p.m., nine and one-quarter (9.25) hours, including a one-half (1/2) hour lunch break.
- C. The full-time work day shall consist of eight (8) hours, including one hour lunch break.
- D. Part-time clerical employees shall work fewer than 30 hours per week. The length of the part-time work day, including lunch break, shall be determined by the administration. The length of the part-time clerical employee’s work year shall be determined by the administration (teachers’ calendar/students’ calendar/ten month calendar). Part-time employees who work during the summer months will work their normal number of weekly hours.
- E. Starting times for all clerical employees will be determined by the administration.

ARTICLE 3
EMPLOYMENT

- A. Upon initial employment in the school district, the Board shall have total discretion in the placement of clerical employees on the salary guide.
- B. Clerical employees shall be given written notice of their assignment and salary status, if known, not later than June 15th.
- C. Unit members shall give at least two (2) weeks' written notice before termination of employment with the District.

ARTICLE 4
SALARIES

- A. All clerical employees shall be paid on the 15th and the last day of the month. The Board may revise the schedule to meet the convenience of the clerical employees in paying prior to holidays and vacations.
- B. Authorized payroll deductions from salary may be made for any of the following reasons:
 - 1. Contribution to the tax sheltered annuity determined by the Board if authorized by the employee.
 - 2. Prudential.
 - 3. The annual dues for the Woodbury Education Association, Gloucester County Education Association, New Jersey Education Association, and National Education Association as said employee individually and voluntarily authorizes the Board to deduct.
 - 4. ABCO Public Employees Federal Credit Union.
 - 5. Gloucester County United Way.
 - 6. **Other investment accounts.**
- C. In order to be eligible to receive an increment, a ten month employee must have been in a pay status for at least 100 days during the previous year. In order to be eligible to receive an increment, a 12 month employee must have been in a pay status for at least 120 days during the previous year. "Pay status" is defined as all days the employee worked or was on a paid leave of absence.
- D. After ten (10) years of continuous employment, an unit member shall receive a longevity stipend of \$500.00.

ARTICLE 5
VACATIONS

- A. For the initial year of employment, twelve (12)-month clerical employees hired after July 1st shall earn pro-rata vacation time in accordance with the number of months employed in that year up to a maximum of ten (10) days. Such vacation time shall be rounded to the nearest full day. Vacation days are earned during the school year and accrue to the employee's record each July 1st.

Each full-time twelve (12) month clerical employee shall be eligible for two (2) weeks of vacation during the second year of employment and two (2) weeks of vacation each succeeding year until the employee completes seven (7) continuous years. Beginning the eighth (8th) year and continuing until the employee has completed fifteen (15) full years of continuous employment, the employee shall be eligible for three (3) weeks of vacation. Beginning the sixteenth (16th) year, the employee shall be eligible for four (4) weeks of vacation.

1. Vacation times shall be mutually scheduled between the supervisor and the employee and must be approved by the Superintendent. Vacation days shall not be scheduled during the two (2) weeks prior to the opening of school in September, unless approved by the Superintendent.
2. Twelve month employees may carry over five (5) vacation days annually, which must be used in the next fiscal year.
3. Vacation time is not accruable long term.

ARTICLE 6
HEALTH INSURANCE

- A. The Board agrees to provide health insurance coverage for each full-time clerical employee. The Board will offer husband and wife, parent and child, or full-family health insurance coverage to each employee who desires such coverage according to the clerical employee's needs. The cost of this dependent coverage shall be shared with the Board paying eighty-five percent (85%) and the clerical employee paying fifteen percent (15%) of the annual premium cost. The insurance will cover the New Jersey State Health Benefits Program or equivalent coverage. Effective April 1, 2008, the insurance plan for all eligible employees shall be the Horizon Direct Access Plan which was in effect as of March 31, 2008.
1. For all individuals hired after June 30, 1996, the Board agrees to provide health insurance coverage (medical, dental and Blu-Bank) at the negotiated percent for each individual who is regularly employed for thirty (30) or more hours per week.
- B. The cost of the dental insurance coverage (New Jersey Dental Service Plan I.A.) for each clerical employee shall be shared with the Board paying eighty-five percent (85%) and the clerical employee paying fifteen percent (15%) of the annual premium cost.

C. REIMBURSEMENT

1. The Board will reimburse each clerical employee for personal and/or family prescription or optical expenses that are not covered by insurance. In order to receive reimbursement, the clerical employee must present dated receipts and proof of rejection by an insurance carrier for each individual year. Payments will be made for the preceding twelve (12) months provided the clerical employee submits the required verification and vouchers as stated below. Reimbursement shall be made up to \$875 per clerical employee per year for the length of this agreement.
2. Prior to requesting reimbursement, the clerical employee must submit the billing of eligible items to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board, but insurance coverages provided privately or by some other employer. The Board shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
3. The Board shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such cost and such coverage has been denied.
4. Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, not later than five (5) working days after December 31st or five (5) days after June 30th each year. The Board shall pay the reimbursement to which the clerical employee is entitled not later than the January 31st or July 31st immediately following the December or June filing deadlines. All claims, including optical, shall be made at the same time.
5. In order to be eligible for the reimbursement provided in this article, the proof of payment and evidence of no coverage by other insurance must be presented by September 30th for any service rendered prior to the immediately preceding June 30th. Any claim not presented by September 30th shall be waived and the employee shall thereafter have no further claim to reimbursement under this article.
6. The Board will provide written instructions for completing vouchers, thereafter, incorrect or incomplete submissions will be rejected and the employee shall thereafter have no further claim to reimbursement under this section for the year in question.

D. INSURANCE WAIVER PROVISION

1. Effective July 1, 2008, there shall be a voluntary health insurance waiver plan for employees eligible to receive coverage under Article 6, A.

2. Each year, the Board shall provide appropriate forms to all employees eligible for health and hospitalization insurance under A. above. Said form will contain a final return date.
3. Employees who voluntarily elect to waive the coverage provided under Article VI, A. in writing on a form provide by the Business Office shall be entitled to receive \$2,500.
4. Payment of the monies in 3. above shall be made by separate check on June 30 at the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment. If an employee begins employment within a year, he/she may waive coverage for the remainder of the year and the payment will be prorated.
6. Employees who have no other comprehensive family, parent/child(ren), or husband/wife (two party) insurance to waive coverage under Article VI, A. above. The Board shall require proof of such coverage. It is the responsibility of the employee to notify the Board in writing if such coverage ceases at any point during the waiver period.
7. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
8. An employee who waives the coverage provided under Article VI, A. shall be permitted to immediately resume coverage during the waiver period if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who wishes to resume coverage shall notify the Board in writing that the waiver is revoked. Employees who re-enroll for coverage under Article VI, A. during the year for any reason shall receive a prorated share of the payment under 3. above. ERISA and COBRA laws have time limitations on re-enrollment during an insurance year. It is required that the employee desiring re-enrollment inform the Board in writing as soon as reasonably possible or they may forfeit their ability to re-enroll.
9. An employee who separates from employment during the year shall receive a prorated share of the payment set forth in 3. above.
10. In order to protect all employees' insurance benefits from federal taxation because of agreement to this waiver plan, the Board shall file the necessary Section 125 paperwork and shall pay all administrative costs.
11. Section D. shall expire at the close of business on June 30, 2009, unless and until the parties agree to continue it in writing.

ARTICLE 7
TRANSFERS AND REASSIGNMENT

- A. A copy of the clerical employee vacancy listing, noting of official openings, shall be posted in the main office of each school building on the office bulletin board. Permanent part-time or full-time vacancies will be posted ten (10) days prior to being filled.
- B. Notice of involuntary transfer or reassignment shall be sent in writing to the clerical employee as soon as practicable. The reason for the change in assignment or school location will be discussed in a meeting between the clerical employee involved and the direct supervisor or the Superintendent where applicable.

ARTICLE 8
EVALUATION

- A. All clerical employees shall be evaluated once yearly.
- B. A clerical employee shall be given a copy of any evaluation report prepared by his/her evaluator. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without having been signed by the employee as an acknowledgment that he/she has been apprised of the contents of the evaluation. If the clerical employee disagrees with the evaluation he/she may indicate, over his/her signature, a statement indicating the specific references with which he/she disagrees. Any rebuttal statement shall be submitted by the clerical employee within ten (10) school days of receipt of the evaluation and within two (2) weeks if the evaluation is given to the clerical employee during the last ten (10) days of the school year. No clerical employee shall be required to sign a blank or incomplete evaluation form. Upon receipt of the evaluation report, a clerical employee who requests a conference with the evaluator shall be granted a conference.
- C. No material shall be placed in a clerical employee's personnel file unless the employee has had an opportunity to review such material by affixing 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 his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy. The employee's response, if any, to the above mentioned material shall be submitted within ten (10) school days of the receipt of the material by the employee or within two (2) weeks if the material is received by the employee within the last ten (10) days of school.

ARTICLE 9
PROFESSIONAL DEVELOPMENT

- A. The Board of Education will provide tuition reimbursement, books and fees and professional development costs to clerical employees for professionally relevant studies to be no more than \$1,000 per year. The course/professional development must be

approved by the Superintendent in advance and in writing. The reimbursement shall be made within 60 days of the submission of payment and grade documentation.

- B. Clerical employees who take professional development courses and seek reimbursement for coursework while in the employ of the Board shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's Office.
- C. A clerical employee will be required to reimburse the Board of Education for all class costs and/or professional certification started within 12 months of the date that individual voluntarily terminates his/her employment in the district. Individuals who voluntarily terminate their employment for the following reasons shall be exempt from this clause:
 - a. pregnancy
 - b. transfer/relocation of spouse's employment
 - c. extended/long-term illness
 - d. death of an immediate family member
 - e. retirement

Any extenuating circumstance other than employment in another district may be appealed at the superintendent level only.

ARTICLE 10 LEAVES OF ABSENCE

A. Sick Leave

1. All clerical employees under contract for a full twelve-month school year shall be entitled to twelve (12) days of sick leave each school year. All clerical employees under contract for a full ten-month school year shall be entitled to ten (10) days of sick leave each school year. Clerical employees employed after September 30th will receive one (1) sick day per month of employment. All sick leave days will be credited to the employee's account as of the first day of the employee's work year whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When an employee's absence due to personal illness exceeds the total number of sick days accumulated, the employee may be granted a leave of absence covering the remaining period of illness with or without pay.
3. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect.
4. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
5. Payment for Unused Sick Leave Upon Retirement

Upon retirement, employees shall be paid two (2) full days' pay calculated at the rate of one two-hundredth (1/200th) of their annual salary for every five (5) unused

sick leave and two (2) full day's pay calculated at the rate of one two-hundredth (1/200th) of their annual salary for every five (5) accumulated personal leave days. Any total amount greater than \$10,000.00 owed to an individual retiree must be paid by the Board of Education over a minimum period of three (3) school years. Clerical employees may request payment over a period of four (4) or five (5) years.

- a. For all employees hired after June 30, 1996, the payment for total unused sick and personal leave accrued is capped at a maximum of \$15,000.00 upon retirement.
- b. The estate of employees who are eligible to retire in accordance with the provisions of the PERS but employed by the Board shall be paid for the deceased employee's accrued sick leave as specified in 2. and 2. a. above.

B. OTHER SHORT TERM LEAVES OF ABSENCE

The Board realizes that unusual circumstances other than illness occasionally make it necessary for employees to be absent from work. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year without loss in salary. This time expires at the end of each school year and is therefore not accumulative. Only accrued days from Section B. 4 convert to extended sick leave days

1. Death in the Immediate Family

An allowance of up five (5) days per occurrence shall be granted for a death in the immediate family. One additional day shall be permitted under the provision of a substitute's wage deduction. Immediate family may be considered grandparents, father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, and members of the clerical employee's household.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days leave may be granted for serious illness in the immediate family. (Immediate family same as No.1 above.)

3. Death of Other Relatives

An allowance of one (1) day leave may be granted for the death of other relatives.

4. Personal Leave

An allowance of up to three (3) days leave per school year with prior notification to the Superintendent may be granted for reasons of a personal nature. These include, but are not limited to:

- (a) Court Subpoena.
- (b) Marriage of an employee or marriage of father, mother, brother, sister, son

or daughter.

- (c) Personal business which cannot be handled outside of school hours, unless the requested leave day falls on a Monday, Friday, or any day preceding or following a school holiday, in which case the request must include a specific reason which shall be subject to approval by the Superintendent.
- (d) Religious holidays.

Each employee's unused personal leave days as specified in Section B. 4. of this Article will be accumulated for the employee's future use as extended sick leave days. These accumulated unused personal leave days shall be available for use by the employee as sick leave days after all current and accumulated sick leave days have been exhausted. See Salary Schedule for conversion of unused accumulated personal leave to severance pay.

5. **Educational Leaves**

Educational leaves may be granted with prior approval of the Superintendent for:

- (a) Attendance at conferences for professional improvement.
- (b) Representing the school or profession at civic, public or educational meetings.
- (c) Visiting other schools for self-improvement.
- (d) Serving on evaluation committees.

6. **Transportation Leave**

An allowance for one (1) day may be granted for the purpose of providing transportation to or from the hospital in the event of childbirth by the spouse.

7. **Miscellaneous**

For the protection of the employee and for proper payroll accounting and audit, every request for a personal leave of absence of a full day or more must be made to the Superintendent in writing. Absence not covered by any of the above provisions will cause salary deductions at the rate of 1/20th of the monthly salary for each day's absence.

ARTICLE 11
EXTENDED LEAVES OF ABSENCE

- A. Occasionally, it is necessary for employees to be absent for long periods of time generally as the result of emergencies or other circumstances beyond the control of the employee. The following provisions are set to guide the manner in which certain

emergencies are to be treated. All leaves shall be applied for in writing and if approved, will be granted in writing.

B. Tenure, pension, and other employment rights of employees who shall enter military service shall be protected as set forth in Title 18A:6-33 and Public Laws of 1944—Chapter 226.

C. UNPAID DISABILITY LEAVE

1. An employee may apply for an unpaid disability leave. Such leave shall only be granted after all available paid sick leave and vacation leave has been exhausted. The employee shall apply in writing for said leave in advance of its commencement. All applications for extension of a granted unpaid disability leave must be in writing in advance of the first date of the commencement of such extension. In both cases, the employee must specify the requested starting date or extension starting date for the leave and the requested termination date for the requested leave.
2. In order to be eligible for an unpaid disability leave, the employee must submit to the District a physician's note sufficiently detailed to support the request for leave. In the event that there is some question concerning the basis for the request, the District may require that the employee undergo an examination by a physician of the District's choosing.
3. After the utilization of any rights to leave the employee may have under the FMLA and NJFLA, and assuming the terms of C. 2. above are met, an employee who has worked at least three (3) consecutive years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee may be granted an extension of that leave in the discretion of the Board for up to one (additional) full work year (July 1 through June 30 for 12 month employees or September 1 through June 30 for 10 month employees).
4. After the utilization of any rights to leave the employee may have under the FMLA, and assuming the terms of C. 2. above are met, an employee who has not worked at least consecutive three (3) years in the District by the date of application for leave, shall be granted the leave requested up to the last scheduled work day in that year. Said employee shall not be granted an extension of that leave into a new work year.
5. All extended leaves of absence under this section are unpaid leaves. Under all extended unpaid leaves beyond those granted under FMLA and/or NJFLA, the District shall not provide paid insurance benefits but the employee shall be permitted to pay for insurance coverage under rules adopted by the Board or its agents.

D. Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reasons.

ARTICLE 12
GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A grievance will be presented in the following steps:

B. Procedure

Informal

Within seven (7) school days of the time a grievance arises, the employee, either directly or accompanied by his Building Representative, will present the grievance to his immediate supervisor during non-teaching hours. Within seven (7) school days after presentation of grievance, the immediate supervisor shall give his answer orally to the employee.

Step One – Immediate Supervisor

1. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the immediate supervisor on the form provided in Appendix “A” of this Agreement.
2. The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
3. Within five (5) school days after receiving the grievance, the immediate supervisor shall communicate his answer in writing to the grievant.

Step Two – Superintendent or Designee

1. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of receipt of immediate supervisor's answer, submit to the Superintendent or designee a written “ Statement of Grievance” signed by the grievant. A copy shall be given to the immediate supervisor involved at the same time.
2. The Superintendent or his designated representative shall give the grievant an answer in writing no later than five (5) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or designee and the grievant.

Step Three – Board

1. Within five (5) school days after receiving the decision of the Superintendent or designee, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
2. No later than fifteen (15) calendar days after receiving the appeal, the Board or a committee (consisting of three or more members) thereof shall hold a hearing on the grievance at a special meeting.
3. Within ten (10) school days after the hearing, the Board or its committee shall communicate its decision in writing, and state its reasons, if any, to the grievant.
4. The grievant may not present any material, allegation or remedy that was not presented in Step Two.

Step Four – Arbitration

1. Within fifteen (15) calendar days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the Rules of the American Arbitration Association.
2. Powers of the Arbitrator – It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary structures.
 - (c) He shall have no power to rule on any of the following:
 - (1) any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.
 - (d) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such policies, practice, rule or action taken thereunder.
 - (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

- (f) In the event that a case is appealed to an arbitrator on which he had no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (g) The fact that the grievance has been considered by the parties in the preceding steps of the grievance, shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
3. The decision of the arbitrator shall be binding.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

C. Appearances and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during nonschool hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the immediate superior of a school, the employee may present such grievance at Step Two of this procedure.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association, or by a representative selected or approved by the Association.
5. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or designee or any later level, be notified by the Superintendent or designee that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. The Association shall have the right to pursue the grievance on its own behalf if it does not concur with the settlement agreed to by the employee.
6. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
7. All meetings and hearings 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.

8. 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 Superintendent or designee directly, in accordance with the procedures set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed terminated by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this Agreement shall be processed under the terms of the Agreement in effect on the date of initiation.
5. Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined steps during the summer months. Saturdays, Sundays, holidays and Fridays when offices are closed during the summer vacation period will not be counted as school days. After the grievance has been initiated and responded to within the specified time limits at the appropriate first step of this procedure, either party shall be able to extend the time limits to the reopening of school in September by written notification to the other party.

E. Employee Rights

1. Nothing contained herein shall deny to any employee his rights under State or Federal Constitutions and Laws.
2. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
3. All documents, records and communications 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 nor shall the file or any of the contents therein be disclosed in any way to anyone outside the Woodbury School District.

ARTICLE 13
REPRESENTATION

- A. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 3. A statement establishing the amount of yearly representation fees to be deducted from salaries of each non-member. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees and assessments.
 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in subsection 1.a. above in accordance with Section C below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

1. in November; or
 2. thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee’s employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. 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 thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

- E. 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 equity, or before any administrative agency with regard to or arising from the deduction from the salaries or any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE 14
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provisions not voided shall continue to be in full force and effect.
- B. The Board agrees that there should be no discrimination against any clerical employee on the basis of age, race, creed, color, national origin or sex.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall continue in effect until midnight, June 30, 2009.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

BOARD OF EDUCATION OF THE CITY OF WOODBURY
AND THE COUNTY OF GLOUCESTER, N.J.:

ATTEST:

Date: _____, 2008

WOODBURY PUBLIC SCHOOLS'
CLERICAL EMPLOYEES (WEA)

ATTEST:

Date: _____, 2008

**Exhibit A
2008-2009**

STEP	12 MONTH		STEP	10 MONTH
1	21,500		1	17,916
2	22,289		2	18,573
3	23,189		3	19,323
4	24,139		4	20,115
5	24,989		5	20,823
6	26,289		6	21,907
7	27,489		7	22,907
8	28,689		8	23,907
9	29,989		9	24,990
10	31,158		10	25,964
11	33,083		11	27,568

Certain unit members are OFF-GUIDE in 2008-2009. Their salaries have been agreed to by the parties and are contained in District records and in an agreement signed by the parties.

Longevity at 10 years of service: \$500.00 each year for term of this contract

Any 10 month secretary who moves to the 12 month scale will not incur a loss of salary or per diem pay.