

AGREEMENT BETWEEN THE

WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION

AND THE

WOODSTOWN-PILESGROVE REGIONAL SUPPORT STAFF ASSOCIATION

JULY 1, 2004, TO JUNE 30, 2007

## TABLE OF CONTENTS

| ARTICLE                             | PAGE  |
|-------------------------------------|-------|
| 1. RECOGNITION                      | 3     |
| 2. NEGOTIATING PROCEDURE            | 3     |
| 3. GRIEVANCE PROCEDURE              | 4     |
| 4. PROBLEM SOLVING PROCEDURE        | 7     |
| 5. LEAVES OF ABSENCE                | 7     |
| 6. HOLIDAYS                         | 9     |
| 7. VACATION                         | 9     |
| 8. COMPENSATION                     | 10    |
| 9. WORKDAY/WORKWEEK                 | 13    |
| 10. RETIREMENT BENEFIT              | 13    |
| 11. EVALUATIONS                     | 14    |
| 12. COST OF PRINTING                | 14    |
| 13. HEALTH INSURANCE                | 14    |
| 14. POSTING PROCEDURE               | 15    |
| 15. TRANSFERS AND REASSIGNMENTS     | 17    |
| 16. PHYSICAL EXAMS                  | 18    |
| 17. ASSOCIATION RIGHTS              | 18    |
| 18. BOARD RIGHTS                    | 18    |
| 19. STATUTORY SEPARABILITY          | 19    |
| 20. FULLY BARGAINED PROVISION       | 19    |
| 21. SAVINGS CLAUSE                  | 19    |
| 22. JURY DUTY                       | 19    |
| 23. DURATION OF AGREEMENT           | 20    |
| SALARY AND STIPEND EXHIBITS 1 AND 2 | 21-22 |

ARTICLE 1  
RECOGNITION

- A. The Board of Education of the Woodstown-Pilesgrove Regional School District recognizes the Woodstown-Pilesgrove Regional Support Association as the exclusive representative for the bargaining unit of all full- and part-time custodial and maintenance personnel employed by the Woodstown-Pilesgrove Regional Board of Education, but excluding all other employees, all employees represented in other negotiations units, managerial executives, confidential employees, professional employees, police, firefighters, and supervisors.
  
- B. Unless otherwise indicated, the term “employees” when used as a generally descriptive term in accordance with provision A above, hereinafter in this Agreement, shall refer to all members of the negotiating unit, and references to male employees shall include female employees. Any employee that is regularly scheduled for 20 or more hours per week shall be considered full-time.

ARTICLE 2  
NEGOTIATING PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach an agreement. Such negotiations begin no later than one hundred and twenty (120) days before the required budget submission date of the Board. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association and the Board, and signed by the designated representatives of the Board and the Association.
  
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available for inspection by the Association such financial records, data, and information of the Woodstown-Pilesgrove Regional School District as is available to any member of the public by statutory regulation. This inspection shall be made by appointment with the Superintendent or designee.
  
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
  
- D. Negotiating Sessions
  - 1. Any agreement that is mutually agreeable to both parties shall be adopted by the Association and the Board.

2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Association and the Board, and signed by the Association and the Board.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 with any organization other than the Association for the duration of this Agreement.
- F. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE 3 GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is defined as a violation, misapplication, or misinterpretation of this Agreement, policies, administrative decisions, or state statutes or regulations affecting the terms and conditions of employment of employees in this bargaining unit.
2. A “grievant” is an employee who files a grievance, or the Association.
3. “Day” means a school day when school is in session, or a workday during the summer and vacation periods.
4. “Representative” is a person or agent designated to represent either party in the grievance procedure.
5. “Party of interest” is a person, agent, or agency with an interest in the grievance, or the Association.

#### B. Procedures

1. Grievance shall be adjudicated according to the terms of the Agreement.
2. Formal grievances shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
5. Parties of interest shall be permitted representatives limited to three (3) persons at all levels of the procedures.
6. Failure by the grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board, except as provided hereafter.

7. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant, except as provided hereafter.
8. When a written grievance is filed under C.2.a. below, a copy will be submitted to the Superintendent. If, at the expiration of the time limits provided herein, there is no response from the other side, a five (5)-day notice will be given at the expiration of which, in the continued absence of a response, the grievance shall be resolved in accordance with the terms of sections 6 and 7 above.

### C. Processing

#### 1. Level 1 – Informal Grievances

A grievant shall discuss informally with his immediate supervisor any alleged misinterpretation of this Agreement within twenty (20) days of such occurrence, in order to resolve the grievances. Failure to resolve the grievance shall advance it to Level 2.

#### 2. Level 2 – Formal Grievances

- a. A grievant shall file a formal grievance within thirty (30) days of the occurrence, and shall specify the clause of the Agreement, the nature of the grievance, and the remedy.
- b. The School Business Administrator shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within five (5) days after the hearing.

#### 3. Level 3 – Appeals to the Superintendent

- a. Within five (5) days of the decision at Level 2, the grievance may request an appeal to the Superintendent. The appeal shall include all materials previously submitted.
- b. The Superintendent shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.
- c. Within five (5) days of the said hearing, the Superintendent shall notify the parties of interest of his/her decision.

#### 4. Level 4 – Appeals to the Board

Grievances appealed to the Board shall be processed as in Level 3, except that the Board will establish a hearing within thirty (30) days.

#### 5. Level 5 – Arbitration

- a. Within ten (10) days of the decision of the Board, the Association may request arbitration of the grievance by filing notice with the Superintendent.

- b. The Board and the Association shall request a list of arbitrators from the Public Employee Relations Commission.
- c. Within five (5) days of receipt of such list, an arbitrator shall be selected by the alternately striking names from the list, the Association striking first. If the arbitrator is unable to serve, a new list shall be requested and the process repeated.
- d. The arbitrator shall establish rules for the hearing, except as provided herein.
- e. The arbitrator shall first rule on the arbitrability of the grievance, if so requested by either party.
- f. The arbitrator shall have no power to add to, subtract from, or alter the language of the Agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the Agreement.
- g. The arbitrator's decision shall be binding on all parties, except that if his decision required legislative action, such decision shall be effective only if such legislation is enacted.
- h. The cost of the services of the arbitrator shall be shared equally by the parties.
- i. Only grievances pertaining to the violation of this Agreement may be processed to arbitration.

6. Level 6 – General Provision

- a. No prejudice will attend an employee by the reason of utilization of participation in the grievance procedure.
- b. The filing or pendency of any grievance shall not impede the normal management and operations of the schools.
- c. All records of grievance processing shall be filed separately.
- d. Parties of interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 4  
PROBLEM SOLVING PROCEDURE

- A. Employees may submit problems, in writing, not of a contractual nature, to the Supervisor of Buildings and Grounds. If they are not satisfied with the solution provided by the Supervisor of Buildings and Grounds, they may appeal the problem to the School Business Administrator.
- B. Should the problem not be resolved with the decision established by the School Business Administrator, appeal may be made to the Superintendent of Schools. The Superintendent's decision shall be final and binding.
- C. All of the problems submitted in this procedure shall be in writing and all of the answers given to the employee shall be in writing.

ARTICLE 5  
LEAVES OF ABSENCE

A. Personal Illness

- 1. Except for personal disability or an emergency situation, employees shall be expected to work each designated workday unless excused under the following stipulations:
  - a. For twelve (12)-month regularly salaries employees, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. After five (5) years of service in the district, one (1) additional day per year will be added until a maximum of fifteen (15) days per year is reached.
  - b. A physician's statement may be required for personal illness or disability.

B. Bereavement Leave

- 1. The Board will provide regularly salaried employees four (4) workdays bereavement leave for each death in the immediate family.
- 2. The immediate family shall consist of the employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, and grandparents, or significant other.
- 3. The workdays granted for bereavement leave shall be non-cumulative.
- 4. The Board will provide one (1) workday per year for the death of each relative other than the immediate family noted above or each close friend. This workday shall be non-cumulative.

### C. Personal Business Days

1. Each regularly salaried employee may utilize up to two (2) workdays per year for personal business reasons and must state the specific reason for the request.
2. The Supervisor of Buildings and Grounds must be notified in writing forty-eight (48) hours in advance of said leave on the form provided. Forms are available from the office of the Supervisor of Buildings and Grounds.
3. If the Supervisor of Buildings and Grounds is not notified forty-eight (48) hours prior to said leave, then the leave may be taken only if an emergency exists which has been explained to the Supervisor of Buildings and Grounds.
4. Unused personal business days shall convert to sick days as long as the accumulated sick leave number does not exceed fifteen (15) for any given year.
5. No personal business days may be taken on the days immediately preceding or following a holiday or vacation period, or taken during the period between June 1<sup>st</sup> and June 30<sup>th</sup> without the expressed permission of the Supervisor of Buildings and Grounds.
6. No more than two (2) members of the unit may take a personal business leave on the same day (one per building – High School/Middle School and Mary Shoemaker School).
7. Personal leave may be taken for full or one-half (1/2) days.

### D. Rules Governing Absences

1. Employees are to notify the Supervisor of Buildings and Grounds of pending absence.
2. The daily clocking in and out are important parts of the employee accounting procedures. Any irregularities may result in a wage reduction.
3. Special consideration may be given for particular problems of employees with extended years of service.
4. After returning from absence, each employee will prepare an Absence Record Form, completed accurately, and turn it in to the office of the Supervisor of Buildings and Grounds within three (3) school days. If an employee fails to turn in the Absence Record Form within the required time period, the employee will be docked five (\$5) dollars for the day's absence(s).
5. These rules governing absences shall also apply to Article 7, "VACATION".
6. Any member of the unit who wishes to attend NJEA/NEA-sponsored workshops, conferences, or conventions shall be allowed to use personal business days, vacation days, or take an unpaid leave of absence, subject to approval by the Supervisor of Buildings and Grounds.



7. Association officers shall be granted paid leave to attend the NJEA convention for two (2) days. Proof of attendance shall be required.

## ARTICLE 6 HOLIDAYS

The following holidays shall be observed with a paid full day off for maintenance and custodial personnel:

Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Day Before New Year's Day  
New Year's Day  
President's Weekend (2 Days)  
Martin Luther King, Jr. Day  
Good Friday  
Memorial Day  
Floating Holiday

Total of 14 Days

## ARTICLE 7 VACATION

1. Annual vacations based on seniority shall be taken at a time approved by the Supervisor of Buildings and Grounds. Vacation requests must be submitted to the Supervisor of Buildings and Grounds at least one (1) week in advance of the intended vacation day.
2. Vacation schedule for all regular maintenance and custodial employees will be:

|                          |  |
|--------------------------|--|
| 1-7 years service        | 2 weeks  |
| 8-14 years service       | 3 weeks  |
| 15 or more years service | 4 weeks  |
|                          | 5 weeks: Those employees who were eligible for 5 weeks vacation in 1995-96 shall continue to receive 5 weeks vacation per year for the duration of their employment. |
3. All vacations shall be with regular pay.
4. Whenever a holiday observed by maintenance and custodial employees falls within the scheduled vacation period, the employee will receive one (1) extra day of vacation time.

5. Employees with greater than one (1) year of service and on the payroll as of June 30<sup>th</sup> will be eligible for vacation the following fiscal year.
6. When an employee, as a result of years of service, becomes eligible for additional weeks of vacation, those weeks may be taken any time during the fiscal year.
7. An employee may reschedule a vacation for reasons approved by the Supervisor of Buildings and Grounds, or because of a disability at the time of vacation.
8. Any first-year employee who is not eligible for vacation may take two (2) weeks vacation without pay and be reimbursed after their anniversary date of employment.
9. Ten (10) days of a current year's vacation may be accrued forward to a succeeding year with the approval of the Supervisor of Buildings and Grounds.
10. An employee will receive a vacation allowance equivalent to any unused vacation to which entitled at the time of termination. This allowance is paid regardless of the reason for termination.
11. The "Rules Governing Absences" in Article 5.D. shall apply for absence(s) due to vacation.

ARTICLE 8  
COMPENSATION

A. Salary Guide

1. Employees shall be paid according to Exhibits 1 and 2 attached hereto and made part hereof.
2. Classification of employees shall be as follows:

**Class I**

Electrical Mechanic  
Central Receiving/  
Maintenance Person

**Class II**

Maintenance Person  
Grounds Person

**Class III**

Custodian  
Grounds/Custodian  
(one position only)

A job description for each job title will be provided to the Association.

## B. Additional Stipends

|                                |  |
|--------------------------------|--|
| Team Leader                    | See Exhibit 2  |
| Night Supervisor               | See Exhibit 2  |
| Boiler License                 | See Exhibit 2  |
| Bus License                    | See Exhibit 2  |
| Mechanic's Helper              | See Exhibit 2  |
| Central Receiving/Maintenance  | See Exhibit 2  |
| Licensed Electrician           | See Exhibit 2  |
| Incentive Program              | Up to \$360.00 -- 04/05 -- 06/07                     |
| Crossing Guard                 | \$13.25 -- 04/05; \$13.80 -- 05/06; \$14.30 -- 06/07 |
| Hourly Persons and Substitutes | As per placement on the guide in Exhibit 4           |

## C. Criteria for Incentive Program

1. Participation in in-service training: each custodial/maintenance staff member would be offered the opportunity to participate in an instructional program. The staff member would be required to present and/or show leadership by actively participating in at least one (1) training session. Monetary reward for participation would be up to \$120.00—04/05—06/07.
2. Attendance: monetary awards for attendance are as follows:
  - a. 0 to 3 sick days used: \$120.00—04/05—06/07
  - b. 4 to 6 sick days used: \$60.00—04/05—06/07
  - c. More than 6 sick days used: no award.
3. Overall evaluation: monetary award for overall annual evaluation:
  - a. Outstanding: \$120.00—04/05—06/07
  - b. Excellent: \$85.00—04/05—06/07
  - c. Above Average: \$60.00—04/05—06/07
  - d. Average: no award.

## D. Qualifications for Class 1 Mechanic:

1. Minimum of five (5) years experience in the field.
2. Minimum of two (2) years classroom or equivalent training.
3. Passing score on appropriate test(s).

## E. Qualifications for Mechanic's Helper Stipend:

1. Must be enrolled in courses or be actively engaged in equivalent training leading to Class I Mechanic qualifications.

#### F. Pay Dates

Maintenance and custodial personnel employed on a twelve (12)-month basis shall be paid in twenty-four (24) equal semimonthly installments on the 15<sup>th</sup> of each month and on the day prior to the last banking day of the month. If pay day falls on a non-work day, pay will be provided on the last regular workday prior to the regular pay date.

#### G. Deductions from Salaries

1. The Board agrees to deduct from the salaries of its employees dues for the Woodstown-Pilesgrove Regional Support Staff Association, the Salem County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any such combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.8(e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the New Jersey Education Association.

It is understood by parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of action rising out of the understandings expressed in the language of this Article. It is further understood that once those funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

2. Upon written request from an employee, the Board will deduct any pay to the Salem County School Employees Federal Credit Union such amount as determined by the employee.
3. The Association shall indemnify and save the Board and Administration harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice, or assignment furnished under this Article.

#### H. Uniforms

1. In July 2001, the Board shall supply all employees with five (5) work shirts. After July 2001, shirts will be replaced as needed, upon presentation of old shirts to the Supervisor of Buildings and Grounds. Employees may designate long- or short-sleeved according to preference. Appropriate pants of their own choosing are acceptable. Uniform shirts are required to be worn. Shirts will be replaced as needed upon notification by the employee to the Supervisor of Buildings and Grounds.

2. The Board shall provide \$150.00 to be used primarily for safety shoes which are required to be worn. Any surplus may be used for other work-related clothing. Special order safety shoes to correct physical conditions may be requested, with the additional expense over \$150.00, if any, reimbursed to the Board of Education.

ARTICLE 9  
WORKDAY/WORKWEEK

- A. The regular workweek shall be forty (40) hours, Monday through Friday. A regular workday shall be eight (8) hours with an unpaid lunch. The one Class III Grounds/Custodian position may be scheduled Tuesday through Saturday from March 1<sup>st</sup> through November 1<sup>st</sup>. During that time, their work shall be restricted to grounds.
- B. Time and one-half will be paid to any employee who works in excess of forty (40) hours in a given week. The forty (40) hours must be hours actually worked and recorded on the employee's time card. All holidays, sick days, vacation days, personal days, and bereavement days will be considered as hours actually worked.

All overtime hours will be assigned in the following manner:

1. First offered to the Class III Custodian assigned to the area where the work is to be performed.
2. If that person does not accept the overtime assignment it will be offered to all Class III Custodians on a rotating basis within the district.
3. If no Class III Custodian accepts the overtime, it will be made available to Class II and Class I employees.

ARTICLE 10  
RETIREMENT BENEFIT

Retiring employees will be granted payment for unused sick leave as follows:

1. Employees who retire immediately from service under the rules of PERS/TPAF and are not vesting and who have not less than ten (10) years of service in the Woodstown-Pilesgrove Regional School District and who have accumulated at least one hundred (100) sick leave days will be compensated at the rate of twenty-nine dollars (\$29.00) per day for 2004-2005; thirty dollars (\$30.00) per day for 2005-2006; thirty-one dollars (\$31.00) per day for 2006-2007.
2. Employees who claim this payment must notify the Board of their intent to retire by December 1<sup>st</sup> of their final year of service if they retire at the end of the school year, or not less than seven (7) months in advance of their retirement date if they retire at any other time. If, due to unusual circumstances, notice is given less than seven (7) months in advance, payment may be made twelve (12) months after the receipt of notice. In the event that an

employee, having met all the requirements herein, dies before receiving payment, payment will be made to the employee's estate.

Payment will be made in any of the following schedules at the option of the employee:

- a. Full payment on or about July 1<sup>st</sup>.
- b. Full payment on or about January 1<sup>st</sup>.
- c. Half payment on each of the above dates.

#### ARTICLE 11 EVALUATIONS

- A. All employees will receive a written evaluation at least once annually using a standard format. More frequent formal or informal evaluations will be conducted as appropriate. Employees may attach an unanswerable addendum to any written evaluation or criticism of their performance.
- B. New maintenance and custodial personnel shall be employed for a ninety (90)-day probationary period.

#### ARTICLE 12 COST OF PRINTING

- A. Copies of this Agreement shall be provided to the Board and the Association in as many copies as shall be mutually agreed upon. Cost of publication and distribution shall be borne equally by the parties to this Agreement.
- B. Copies of this Agreement shall be provided to each current employee by the WPRSSA. Copies of individual job descriptions shall be provided to each current employee by the Board of Education. Copies of this Agreement and the job description shall be provided by the Board of Education to each final candidate recommended for employment.

#### ARTICLE 13 HEALTH INSURANCE

- A. Effective July 1, 1996, the BC/BS Traditional plan will no longer be offered to any employee. Blue Select shall become the standard program for the district. The Board of Education shall make available to current employees in the bargaining unit, and be responsible for one hundred percent (100%) of the dependent coverage for each employee in the Blue Select plan with \$10 in-network co-pay or an equal to or better plan. Any such plan shall include an out-of-network deductible of thirty percent (30%).

Employees hired after the date of this contract signing will receive the "Blue Choice" program for the employee and any eligible dependents for the first three (3) years of employment at Board cost. New employees may, at their own expense through payroll deductions, pay the difference between the Board paid program and the BC/BS Traditional plan, Blue Select, or HMO Blue for the first two (3) years.

- B. The Board will provide a co-pay prescription plan at Board expense for each employee and his or her family where applicable. The prescription card co-pay shall be \$25 for name-brand/\$10 for generic and \$25 for name-brand/\$10 for generic for mail order for all three (3) years, beginning July 1, 2004.
- C. The Board of Education shall pay the cost of premiums for the employee and dependents for the Delta Dental III A Dental Insurance Plan or its equivalent.
- D. The Board will reimburse each employee for costs incurred for optical health care and/or medical and dental care to the employee or members of his immediate family which are not reimbursable under insurance coverage provided herein, upon presentation of receipted bills and evidence that reimbursement has been claimed and denied under insurance provided herein, if appropriate, to a maximum of four hundred dollars (\$400.00) per year for the life of this contract. Employee bills must be submitted by June 30<sup>th</sup> and payment will be made by July 31<sup>st</sup>.
- E. Employees must work a minimum of twenty-five (25) hours per week to be eligible for insurance protection.

#### ARTICLE 14 POSTING PROCEDURE

- A. An employee who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with the Supervisor of Buildings and Grounds.
- B. Notice of involuntary transfer or reassignment shall be given to employees as soon as practicable.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Supervisor of Buildings and Grounds, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.
- D. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.

- E. Such request shall be considered prior to final determination. If an employee is assigned to a lower salaried position, his/her salary shall be frozen until his/her level of service corresponds with that rate of pay.
- F. A copy of all vacancies within the unit will be provided to the President of the Association as soon as such vacancies occur.
- G. Crossing Guard Posting Procedures:
  - 1. The Administration shall post the position of “crossing guard” internally for not less than ten (10) working days.
  - 2. If no applications are received, the district shall advertise the position externally for not less than two (2) working days.
  - 3. If no acceptable candidate results, the following procedure shall apply regarding the assigning of the position:
    - a. A seniority list will be mutually developed for all custodial/maintenance employees with the least senior employee being the first listed for the assignment.
    - b. The position shall be assigned in two (2) five (5)-month blocks with the least senior custodial/maintenance employee being first assigned.
    - c. Day custodial/maintenance employees shall be assigned to the morning crossing guard time and night custodial/maintenance employees shall be assigned the afternoon crossing guard time.
    - d. Custodial/maintenance employees shall not be reassigned until the seniority list has been depleted by first assignments.
    - e. Custodial/maintenance employees who served in the crossing guard position for 95/96 shall not be included in the seniority list until all other employees have had an assignment.
    - f. All maintenance and custodial personnel will be on the list, with the following exceptions:
      - 1) Outside Supervisor.
      - 2) HS/MS Night Supervisor.
      - 3) Electrician.
    - g. If a given crossing guard shift exceeds one (1) hour, the excess time will be deducted from the employee’s required time at their regular assignment.



ARTICLE 15  
TRANSFERS AND REASSIGNMENTS

- A. An employee who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with the Supervisor of Buildings and Grounds.
- B. Notice of involuntary transfer or reassignment shall be given to employees as soon as practicable.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Supervisor of Buildings and Grounds, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.
- D. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- E. Such request shall be considered prior to final determination. If an employee is assigned to a lower salaried position, his/her salary shall be frozen until his/her level of service corresponds with that rate of pay.
- F. Whenever a reduction in full-time work force is required among members of the bargaining unit, employees in the same classification shall be laid off in inverse order of seniority in the school district.
- G. School district seniority is defined as uninterrupted, continuous service in the district by appointed full-time employees covered by this Agreement.
- H. Employees to be laid off will be notified a minimum of fourteen (14) calendar days in advance of the actual layoff.
- I. Seniority shall not be lost in the event of recall within one (1) year of the employee's layoff.
- J. In the event that within one (1) year from the date of their layoff a vacancy occurs in the classification of their last appointment, a laid-off employee shall be entitled to recall in order of their school district seniority. If the employee accepts recall, they shall report to work within fifteen (15) days. If they fail to so report, they shall forfeit their seniority and all rights to future recall.

ARTICLE 16  
PHYSICAL EXAMS

A physical examination is required prior to employment and once each year during employment. Physicals will be obtained through the school physician and school nurse at the Board's of Education expense. Physicals will be administered during a regularly scheduled visit by the school doctor in the high school health office. Each employee will be informed prior to the date of his/her appointment.

ARTICLE 17  
ASSOCIATION RIGHTS

- A. The Board shall make available to the Association any information in the public domain regarding financial data. The Board will also make available information which may be necessary for the Association to process any grievance. All requests shall be in writing to the Superintendent.
- B. Whenever any representative of the Association of any employee is scheduled by the Board to participate during work hours in negotiations, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings with knowledge of the Superintendent or his/her designee.
- D. The Association shall have reasonable space on all existing bulletin boards in areas used exclusively by employees.
- E. The Association shall have the right to reasonable use of the interschool facility and school mailboxes. Except for routine announcements, all other materials shall be in sealed envelopes.
- F. The Association shall have the right to reasonable use of a typewriter, a copy machine, and audio-visual units, subject to paying for any incurred costs.

ARTICLE 18  
BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to (a) direct employees of the school district, (b) hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, demote, discharge, or take other disciplinary action against employees, (c) relieve employees from duty because of lack of work or for other legitimate reasons, (d) maintain the efficiency of the school district operations entrusted to them, (e) determine the methods, means, and personnel by which such operations are to be conducted, and (f) take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. During the term of this Agreement, the Association and its members of the bargaining unit represented by the Association shall not have the right to engage in a work stoppage or strike. The Association shall not be bound to this provision if the Board refuses to meet with the Association for the purpose of negotiations as prescribed by this Agreement and by public law.

ARTICLE 19  
STATUTORY SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is declared illegal by any action or legal authority or recognized jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 20  
FULLY-BARGAINED PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

ARTICLE 21  
SAVINGS CLAUSE

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted so as to eliminate, reduce, or otherwise detract from any benefit existing prior to its effective date. A benefit is herein defined to mean one that is tangible and measurable and existing for no less than three (3) years.

ARTICLE 22  
JURY DUTY

All employees covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the amount of payment shall be the difference between their regular pay and their jury duty pay.

ARTICLE 23  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in full force and effect until June 30, 2007. The parties agree that there will be no new negotiations on any matter for either party during the life of this contract except those for a successor agreement.

In witness hereof the Woodstown-Pilesgrove Regional Support Staff Association and the Woodstown-Pilesgrove Regional Board of Education have signed this Agreement through action of these designated officers.

FOR THE  
WOODSTOWN-PILESGROVE REGIONAL  
SUPPORT STAFF ASSOCIATION

FOR THE  
BOARD OF EDUCATION OF THE  
WOODSTOWN-PILESGROVE REGIONAL  
SCHOOL DISTRICT

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PRESIDENT

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PRESIDENT

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CHAIRPERSON,  
NEGOTIATIONS COMMITTEE

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CHAIRPERSON,  
NEGOTIATIONS COMMITTEE

ATTEST:

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DATE

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BOARD SECRETARY

EXHIBIT 1

(Class I and II)

For the 2004-2005 year, salaries shall increase by \$1,000.00 inclusive of increments for full-time employees.

For the 2005-2006 year, salaries shall increase by \$1,650.00 inclusive of increments for full-time employees.

For the 2006-2007 year, salaries shall increase by \$1,400.00 inclusive of increments for full-time employees.

EXHIBIT 2  
(Class III)  
Custodial Salary Guide

| <u>Step</u> | <u>2004-2005</u> | <u>2005-2006</u> | <u>2006-2007</u> |
|-------------|------------------|------------------|------------------|
| 1           | \$23,500         | \$24,000         | \$24,500         |
| 2           | 24,000           | 24,500           | 25,000           |
| 3           | 24,500           | 25,000           | 25,500           |
| 4           | 25,000           | 25,500           | 26,000           |
| 5           | 25,500           | 26,000           | 26,500           |
| 6           | 26,425           | 26,700           | 27,200           |
| 7           | 27,275           | 27,800           | 28,100           |
| 8           | 28,350           | 28,500           | 29,200           |
| 9           | 29,225           | 29,775           | 29,700           |
| 10          | 29,675           | 30,675           | 31,325           |
| 11          | 30,840           | 31,125           | 32,200           |
| 12          | 31,975           | 32,310           | 32,725           |
| off         | 32,975           | 33,425           | 33,900           |
| off         |                  | 34,450           | 35,025           |
| off         |                  |                  | 36,050           |

|                       | <u>Stipends</u>  |                  |                  |
|-----------------------|------------------|------------------|------------------|
|                       | <u>2004-2005</u> | <u>2005-2006</u> | <u>2006-2007</u> |
| Second Person         | \$2,475          | \$2,500          | \$2,525          |
| Boiler License        | \$450            | \$540            | \$565            |
| Central Receiving     | \$1,250          | \$1,300          | \$1,325          |
| Team Leader           | \$1,610          | \$1,660          | \$1,685          |
| Night Supervisor      | \$1,485          | \$1,535          | \$1,560          |
| Electrician's License | \$4,900          | \$4,950          | \$4,975          |
| Mechanic's Helper     | \$550            | \$600            | \$625            |
| Bus License           | \$250            | \$250            | \$275            |
| AHERA Team Member     | \$600            | \$600            | \$625            |

The above stipends shall be paid each year of the contract (July 1, 2004, through June 30, 2007).

As additional members acquire licenses or are placed into the above job titles, they shall receive the indicated stipends.