

AGREEMENT BETWEEN THE

**WOODSTOWN-PIESGROVE REGIONAL
BOARD OF EDUCATION**

AND THE

**WOODSTOWN-PIESGROVE REGIONAL
SUPPORT STAFF ASSOCIATION**

JULY 1, 2017 THROUGH JUNE 30, 2020

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**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. Any employee that is regularly scheduled for 25 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 presented for ratification vote 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. 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

- a. 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 salaried employees, hired before the ratification of this agreement, 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. For twelve (12) month regularly salaried employees, hired after the ratification of this agreement, allowance for personal illness or disability will be twelve (12) days per year with the unused portion accumulated without limit. After ten (10) 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.
- c. A physician's statement may be required for personal illness or disability.

B. Bereavement Leave

1. The Board will provide regularly salaried employees five (5) workdays bereavement leave for each death in the immediate family.
2. The immediate family shall consist of the employee's (step) mother, (step) father, (step) sister, (step) brother, (step) son, (step) daughter, spouse, mother-in-law, father-in-law, grandparents, and civil union partner.
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 1st and the last day of school for the students/high school graduation and the day after 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. These rules governing absences shall also apply to Article 7, "VACATION".
5. 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.
6. Association officers plus two (2) other members, to be determined by the supervisor, shall be granted paid leave to attend the NJEA convention for two (2) days. In the event that an officer cannot attend, the Association President may designate a member to attend in their place. 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 through New Year's Day – Each employee must work two (2) days over the break not including Christmas Eve, Christmas, New Year's Eve and New Year's Day. Any vacation during this time must be pre-approved.

President's Weekend (1 day)

Martin Luther King, Jr. Day

Good Friday

Easter Monday

Memorial Day

Floating Holidays (3 days)

ARTICLE 7 VACATION

- A. 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. Ninety percent (90%) of vacation time must be taken by May 31st of the fiscal year unless approved by supervisor.
- B. Vacation schedule for all regular maintenance and custodial employees will be:

1. For employees hired prior to the ratification of this agreement, vacation schedule for all regular maintenance and custodial employees will be:

- 1-5 years of service2 weeks
- 6-11 years of service3 weeks
- 12 -19 more of years of service4 weeks
- 20 or more years of service5 weeks

2. For employees hired after the ratification of this agreement, vacation schedules for all regular maintenance and custodial employees will be:

- 1-5 years of service1 weeks
- 6-11 years of service2 weeks
- 12 or more years of service3 weeks

- C. All vacations shall be with regular pay.
- D. Employees with greater than one (1) year of service and on the payroll as of June 30th will be eligible for vacation the following fiscal year.
- E. 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.
- F. 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.
- G. Any first-year employee who is not eligible for vacation may take two (2) weeks of vacation without pay
- H. 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.
- I. 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.
- J. The “Rules Governing Absences” in Article 5.D. shall apply for absence(s) due to vacation.
- K. An employee will be granted his/her vacation time upon the anniversary of their employment in the District and this shall be used to determine eligibility for additional vacation time.

**ARTICLE 8
COMPENSATION**

- A. Salary Guide
 - 1. Employees shall be paid according to Exhibits 1 attached hereto and made part hereof. Classification of employee shall be as follows: Custodian, Grounds, Maintenance, and Electrician. A job description for each job title will be provided to the Association.

B. Incentive Program and Criteria

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 all training sessions pertaining to trade. Monetary reward for participation would be up to \$140.
2. Attendance: monetary award for attendance is as follows:
 - a. 0-3 sick days used (includes one sick day incident defined as multiple sick days consecutively): \$200.
3. Overall evaluation: Monetary award for overall annual evaluation:
 - a. Outstanding: \$200
 - b. Excellent: \$100

An objective employee evaluation tool will be mutually developed and approved by the Association.

C. Pay Dates

Maintenance and custodial personnel employed on a twelve (12) month basis shall be paid on the 15th and 30th of each month.

D. Deductions from Salaries

1. The Board agrees to deduct from the salaries of its employees, dues for the Woodstown-Piles Grove 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 New Jersey Education Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the New Jersey Education Association.

2. Upon written request from an employee, the Board will deduct any pay to the Members First of New Jersey or its successor, 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.

E. Uniforms

1. The Board shall supply all employees with five (5) work shirts annually. Shirts will be replaced, as needed, upon presentation of old shirts to the Supervisor of Buildings and Grounds. Employees may designate long-sleeved or short-sleeved according to preference. Uniform shirts are required to be worn. All new employees are entitled to five (5) shirts at time of hire. Upon termination of employment, all shirts shall be returned to the District.
2. The Board shall provide \$350 to be used primarily for safety shoes and specified uniform pants which are required to be worn. Any surplus may be used for other work-related clothing. With documentation, special order safety shoes to correct physical conditions may be requested, with the additional expense up to \$400 reimbursed by the Board of Education.

F. Longevity:

1. Upon an employee's completion of fifteen (15) years of service, a five hundred (\$500) longevity payment shall be granted to said employee annually and paid as pensionable money.
2. Upon an employee's completion of twenty (20) years of service, a thousand (\$1,000) longevity payment shall be granted to said employee annually and paid as pensionable money.

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 Grounds/Custodian position may be scheduled Tuesday through Saturday from March 1st through November 1st. During that time, the 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. Overtime shall be offered equitably on a rotating basis using building assignment, job classification, seniority as the governing criteria for all offerings and assignment that are not classified as an emergency.

Overtime will be assigned by the Buildings and Grounds Supervisor / Business Administrator as needed based on job required.

- C. State of Emergency – When a State of Emergency is declared by the Department of Emergency Preparedness, banning travel due to hazardous travel conditions on a regular work day, maintenance and custodial workers will not be required to work but will receive their full compensation for the day.
- D. Twelve-month employees will work a four-day summer work week, ten hours per day, inclusive of a thirty (30) minute duty free lunch.

The summer work week is defined as the start of the first week after graduation to two weeks before school resumes.

Vacation days utilized during the summer work schedule will be counted at 1.25/day.

**ARTICLE 10
RETIREMENT BENEFIT**

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

- A. Employees who retire immediately from service under the rules of PERS and are not vesting and who have not less than ten (10) years of service in the Woodstown-Piles Grove Regional School District and who have accumulated at least one hundred (100) sick leave days will be compensated at the rate Fifty (\$50) per day for 2017-2018; fifty-five dollars (\$55) per day for 2018-2019; sixty dollars (\$60) per day for 2019-2020.
- B. Employees who claim this payment must notify the Board of their intent to retire by December 1st 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 half on July 15th and half on January 15th. Payment for unused sick time will be capped at \$15,000.00

**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. Subject to each participating employee's obligation to contribute as required by Chapter 78, P.L. 2011, the Board of Education will pay the balance of the premium for the POS plan. Any employee who opts to enroll in any other plan shall, in addition to the legally required contribution, pay for the difference in premium between the plan selected and the POS plan.

B. Employees must work a minimum of thirty (30) hours per week to be eligible for insurance protection.

C. New Opt Out Provision

1. The Board will provide cash payments to those employees who wish to waive or "opt out" of Board provided insurance coverages subject to normal payroll deductions.

For those employees who choose to waive all or a portion of coverages, the Board of Education will pay the following amounts:

2017-2018 -- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$5,000.00.

2018-2019-- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$5,300.00.

2019-2020-- 25% of the premium of the employee's coverage elected to be waived, (medical, prescription, dental), capped at \$5,500.00.

2. Payments for waiver of coverages will be made in two (2) annual installments. The first payment will be made January 15th of the school year in which coverage is waived, and the second payment will be made July 15th of the next school year in which coverage was waived. The Board of Education must be notified in writing by June 30th of the prior year if an employee chooses to waive their insurance coverage for the entire upcoming year.
3. Proof of coverage must be provided in order to receive any of the payments. Such waiver is irrevocable for the plan year (July 1 through and including the following June 30), unless the employee meets one or more of the criteria of a "Family Status Change," which includes, but is not limited to the following:
 - Marriage, divorce, or legal separation
 - Death of a spouse or dependent
 - Birth or adoption of a dependent
 - Termination or commencement of participant's or spouse's employment
 - Participation or spouse taking an unpaid leave of absence lasting more than thirty (30) calendar days
 - Participant or spouse having a significant change in health coverage due to spouse's employment
 - Ineligibility of a dependent
 - Bankruptcy court order

D. Section 125 Plan will be established for the benefit of Woodstown-Pilesgrove Board of Education employees.

ARTICLE 14
POSTING PROCEDURE, 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.
- K. A copy of all vacancies within the unit will be provided to the President of the Association as soon as such vacancies occur.

ARTICLE 15
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 of Education's 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 16
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 17
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 18
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 19
FULLY-BARGAINED PROVISION**

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

**ARTICLE 20
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 benefits is herein defined to mean one that is tangible and measurable and existing for no less than three (3) years.

**ARTICLE 21
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 22
JUST CAUSE**

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

**ARTICLE 23
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2017, and shall continue in full force and effect until June 30, 2020. 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.

**ARTICLE 24
REPRESENTATION FEE**

A. Purpose of Fee

1. If an employee covered by this agreement does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of the fee will be to offset the employees per capita cost of services rendered by the Association as a majority representative.

B. Amount of Fee/Notification

1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by NJEA in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the NJEA shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the February paycheck.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same or those used for the transmission of regular membership dues to the Association

- a. Clarification: if dues for members are paid by automatic payroll deduction, fees paid by fee payers shall be paid in the same manner. Cash payment is only permitted if members also pay by cash.
- b. Dues deducted are submitted to NJEA, as are representation fees, not to the local association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such change will be reflected in any deductions made no more than 10 days after the Board received said notice.

6. New Employees

On about the last day of each month, beginning with the month the Article and Agreement become effective, the Board will submit to Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification and Save Harmless Protection

1. Liability

The Association agrees to indemnify and hold the Board and the 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 reliance upon any lists, notices, or assignments furnished under this Article which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that

- a. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to implementation of this Article, and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, suit, demand, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit, or other form of liability that may arise as a result of any type of willful misconduct by the Board or administration.

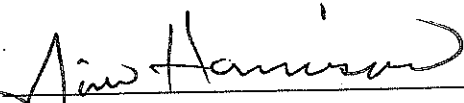
E. Membership Availability and Demand and Return System

1. Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system that complies with the requirements in Sections C-2 and 3 of this Article.

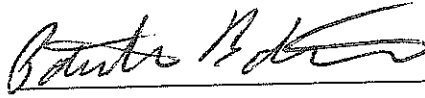
In witness hereof the Woodstown-Pilesgrove Regional Support Staff Association and the Woodstown-Pilesgrove Regional Board of Education have signed this Agreement through action of these designated officers.

FOR THE
WOODSTOWN-PILESGROVE REGIONAL
SUPPORT STAFF ASSOCIATION


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



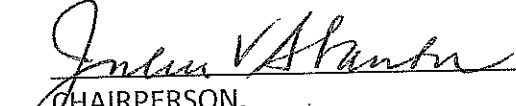
PRESIDENT



PRESIDENT



CHAIRPERSON,
NEGOTIATIONS COMMITTEE



CHAIRPERSON,
NEGOTIATIONS COMMITTEE

ATTEST:

5/26/18

DATE



BOARD SECRETARY

EXHIBIT 1

YEAR 1
2017-18

Woodstown Support Salary Guide

Step	Custodian	Grounds	Maintenance	Electrician
1	26,646	28,146	39,499	43,999
2	28,146	29,646	41,499	45,999
3	29,646	31,146	43,499	47,999
4	31,146	32,646	45,499	49,999
5	32,646	34,146	47,499	51,999
6	34,595	35,646	49,499	53,999
7	35,646	37,146	51,499	55,999
8	37,146	38,646	53,499	57,999
9	38,646	40,146	55,499	59,999
10	40,146	41,646	57,499	61,999
11	41,646	43,146	59,499	63,999
12	43,146	44,646	61,499	65,999
13	44,999	46,499	63,999	68,499

YEAR 2
2018-19

Woodstown Support Salary Guide

Step	Custodian	Grounds	Maintenance	Electrician
1	27,444	28,944	40,297	44,797
2	28,944	30,444	42,297	46,797
3	30,444	31,944	44,297	48,797
4	31,944	33,444	46,297	50,797
5	33,444	34,944	48,297	52,797
6	34,944	36,444	50,297	54,797
7	36,444	37,944	52,297	56,797
8	37,944	39,444	54,297	58,797
9	39,444	40,944	56,297	60,797
10	40,944	42,444	58,297	62,797
11	42,444	43,944	60,297	64,797
12	43,944	45,444	62,297	66,797
13	45,797	47,297	64,797	69,297

YEAR 3
2019-20

Woodstown Support Salary Guide

Step	Custodian	Grounds	Maintenance	Electrician
1	28,212	29,712	41,065	45,565
2	29,712	31,212	43,065	47,565
3	31,212	32,712	45,065	49,565
4	32,712	34,212	47,065	51,565
5	34,212	35,712	49,065	53,565
6	35,712	37,212	51,065	55,565
7	37,212	38,712	53,065	57,565
8	38,712	40,212	55,065	59,565
9	40,212	41,712	57,065	61,565
10	41,712	43,212	59,065	63,565
11	43,212	44,712	61,065	65,565
12	44,712	46,212	63,065	67,565
13	46,565	48,065	65,565	70,065