

2383

AGREEMENT BETWEEN THE

WOODSTOWN-PIESGROVE REGIONAL BOARD OF EDUCATION

AND THE

WOODSTOWN-PIESGROVE REGIONAL SUPPORT STAFF ASSOCIATION

JULY 1, 1996 TO JUNE 30, 1998

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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 consisting 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 delegated representatives of the Board and the Association.
- B. During negotiation, 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 agreed 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 work day 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 decision concerning formal grievances shall be in writing.
4. Nothing herein precludes mutual extension of time limits of the grievance procedure.
5. Parties in 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-2a, 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 on 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 Supervisor of Buildings and Grounds shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his decision within (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 in interest of his 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 Employment Relations Commission.
- c. Within five (5) days of receipt of such list, an arbitrator shall be selected by 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. General Provision

- a. No prejudice will attend any 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 operation of the schools.
- c. All records of grievance processing shall be filed separately.
- d. Parties in 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 Superintendent.
- B. The Superintendent's decision will be final and binding.

- C. All of the problems submitted in this procedure will be in writing and all of the answers given to the employee will 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, 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 Building 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 Supervisors 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 have 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 June 30th 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 that 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.

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
Employee's Birthday (must be taken within 2 weeks of actual birthday)

Total 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 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 30th 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 day 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," 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 therefor.
2. Classification of employees shall be as follows:

Class 1	Class 2	Class 3
Electrical Mechanic	Maintenance Person	Custodian
Plumbing Mechanic	Grounds Person	
Gen. Construction Mechanic		
Elementary Supervisor		

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	\$250.00
Mechanic's Helper	\$500.00
Licensed Electrician	See Exhibit 2
Project Coordinator	See Exhibit 2
Incentive Program	Up to: \$324.00
Crossing Guard	\$10.00/shift per day
Hourly Person's 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 training session. Monetary reward for participation would be up to \$108.00.
2. Attendance - monetary awards for attendance as follows:
 - a. 0 to 3 sick days used - \$108.00
 - b. 4 to 6 sick days used - \$ 54.00
 - c. more than 6 sick days used - no award
3. Overall evaluation - monetary award for overall annual evaluation:
 - a. outstanding - \$108.00
 - b. excellent - \$75.00
 - c. above average - \$54.00
 - d. average - no award

D. Qualifications for Class 1 Mechanic

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

E. Qualifications for Mechanic's Helper Stipend

1. Must be enrolled in courses or be actively engaged in equivalent training leading to Class 1-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 15th of the 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 work day 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 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 that 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 employees.
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 1996, the Board shall supply all employees with five (5) work shirts. After July 1996 shirts will be replaced as needed, upon presentation of old shirts to 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 one (1) pair of safety shoes in even numbered years beginning in July 1996. Safety shoes are required to be worn. Employees may purchase safety shoes of their own choice (must be black) and be reimbursed by the Board up to \$100, or employees may select shoes from a Board provided catalog. Reimbursement shall be within 30 days of submission of receipt by employee.

ARTICLE 9
WORKDAY/WORKWEEK

- A. The regular work week shall be forty (40) hours Monday through Friday. A regular workday shall be eight (8) hours with an unpaid lunch.
- 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 employees time card. All holidays, sick days, vacation days and personal days will be considered as hours actually worked.

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 district and who have accumulated at least one hundred sick leave days, will be compensated at the rate of twenty-two (\$22.00) dollars per day.
2. Employees who claim this payment must notify the Board of their intent to retire by December 1 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:

1. Full payment on or about July 1
2. Full payment on or about January 1
3. Half payment on each of the above dates

ARTICLE 11
EVALUATIONS

- A. All employees will receive a written evaluation at least once usually 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. The Board of Education shall make available to regularly salaried employees working twenty (20) hours per week in the bargaining unit, and be responsible for the payment of employee coverage and one hundred (100%) percent of the dependent coverage for each employee in the New Jersey BC/BS Blue Select Plan with \$5 in-network co-pay or an equal to or better than employee health benefits plan. Employees hired after 6/30/96 will be eligible for Blue Choice only during their first 3 years of employment.
- B. The Board will provide coverage under a \$0 generic, \$0 mail orders, \$10 name brand co-pay prescription plan at Board expense for each employee and his or her family where applicable.
- 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 cost 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 (\$400) dollars per year. Employee bills must be submitted by June 30 and payment will be made by July 31.

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 day.
 - 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 block with the least senior custodian/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:
 - a) MSS Supervisor
 - b) Outside Supervisor
 - c) HS/MS Night Supervisor
 - d) Electrician
- g. If a given crossing guard shift exceeds one (1) hour, the excess time will be deducted from the employees 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 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 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 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 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 inter-school 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 regulation (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to 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 his 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 provision 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, 1996 and shall continue in full force and effect until June 30, 1998. 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
MISCELLANEOUS

AGENCY FEE: In the event that the Teacher's Association is successful in obtaining an agency fee agreement, the parties agree to re-open negotiations on this issue.

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

FOR THE WOODSTOWN-PILESGROVE
REGIONAL SUPPORT ASSOCIATION

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

Robert A. Warden

PRESIDENT

David D. Ewart

PRESIDENT

Donald Stener

CHAIRPERSON
NEGOTIATIONS COMMITTEE

John T. Bonfalone

CHAIRPERSON
NEGOTIATIONS COMMITTEE

ATTEST:

[Signature]

BOARD SECRETARY

11/18/96

DATE

EXHIBIT 1

For the 1996-97 year, salaries shall increase by \$825 inclusive of increments, for full time employees.

For the 1997-98 year, salaries shall increase by \$750 inclusive of increments, for full time employees.

Any employee who received an increment in excess of \$825 for the 1996-97 year will have their 1997-98 year salary adjusted so that their two (2) year raise totals \$1575.

Custodial Salary Guide

STEP	1995-96	1996-97	1997-98
1	17500	17875	18575
2	18000	18325	19075
3	18500	18825	19575
4	19150	19325	20075
5	19550	19975	20725
6	19750	20375	21125
7	20000	20925	21675
8	20300	21475	22225
9	20650	22000	22750
10	21100	22525	23275
11	21700	22950	23900
12	22950	23775	24525

From 95-96 to 96-97:

Step 2 goes to step 3
 Step 3 goes to step 4
 Step 4 goes to step 5
 Step 5 goes to step 6
 Step 9 goes to step 8
 Step 10 goes to step 9
 Step 11 goes to step 11
 Step 12 goes to step 12

From 96-97 to 97-98:

Step 3 stays on step 3
 Step 4 stays on step 4
 Step 5 stays on step 5
 Step 6 stays on step 6
 Step 8 stays on step 8
 Step 9 stays on step 9
 Step 11 goes to step 10
 Step 12 stays on step 12