

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF WATERFORD TOWNSHIP
THE COUNTY OF CAMDEN
AND THE
WATERFORD TOWNSHIP EDUCATION ASSOCIATION
SUPPORT STAFF CONTRACT
2020-2023

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ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for Unit:

INCLUDED: All part time and full-time secretaries, clerks, cafeteria workers, paraprofessionals, custodial/maintenance personnel and SACC personnel and all other non-certified staff employed by the Waterford Township Board of Education unless specifically excluded.

EXCLUDED: Secretary to the Superintendent of Schools, secretary to the Assistant Superintendent for Business/Board Secretary, secretary to Director of Curriculum and Instruction, Human Resources Coordinator cafeteria supervisor, supervisor of buildings and grounds, bookkeeper, accountant, managerial executives, confidential employees, police, certified employees, craft employees, supervisors within the meaning of the act, non-clerical transportation personnel.

- B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Title 18A-1 et. seq.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin according to established and published P.E.R.C. guidelines.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
BOARD RIGHTS

The Board reserves all rights of management, subject only to the limitations imposed by the terms of this Agreement and/or applicable laws and regulations.

ARTICLE 4
ASSOCIATION RIGHTS

- A. The board agrees to make available upon request to the Association, all material which is open to the public concerning the education program and the financial resources of the district.

- B. The Board shall permit the Association to use the school buildings for meetings at all reasonable hours. The Association shall submit a schedule of meetings in advance for Board approval. Request for meetings of an emergent nature which cannot be approved by the Board due to time factors shall be submitted for approval to the Superintendent, which approval shall not be unreasonably withheld. All Association meetings in school buildings shall be concluded by 9:00 PM. All costs incurred by the Board of Education as a result of a granted request which would not be otherwise incurred shall be the responsibility of the Association.
- C. The Board will place in all buildings one (1) complete copy of Board policies and revisions when adopted and send one (1) copy of all public board minutes to the Association without costs.
- D. The Association shall have the right to use existing mailboxes and designated bulletin boards and copy machines.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public laws 1974, the Board and Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities.
- B. Any reprimand by a supervisor or administrator of an employee and/or their job related duties shall be made in confidence and not in the presence of students, parents, the public, or colleagues, except as otherwise provided by law.
- C. Whenever any employee is requested to appear before an administrator, his designee, Board, any committee of the Board, or any agent thereof, concerning any matter from which he can reasonably believe disciplinary action may be imposed he/she shall be entitled to have a representative of the Association present during such proceedings.
- D. Any complaints regarding an employee made to any member of the Administration and/or the Board of Education by any parent, student or other person may, if made in writing, be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint. The complainant shall be identified to the employee. If a verbal complaint is determined to be pursued by the administration, the employee shall be advised of such complaint and the above procedure followed.
- E. The Board shall establish one official personnel file for each employee. The location of which shall be in the offices of the Chief School Administrator.
 - 1. Employees shall have the right, upon twenty four (24) hours notice, to review the

contents of their personnel file under the supervision of an administrator or a designee thereof. If there is any material in the personnel file which the employee believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.

2. All employees shall have the right to make copies of any documents in the personnel file.
- F. No employee shall be discharged or disciplined, reduced in rank or compensation, or deprived of any professional advantage except in accordance with standards established by law, the Board expressly reserving all of its rights regarding non-tenured employees.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Grievance is defined in accordance with the PERC Law definition.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this procedure, shall not be conducted in public except as may be required by law, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, unless requested otherwise by the parties concerned.

C. Procedure

1. Level I- Informal Discussion

Any unit member who has a grievance shall discuss it informally and confidentially with the school principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

2. Level II- Written Response

- a. If, as a result of the discussion, the matter remains unresolved, the Association shall, within ten (10) school days, submit the grievance, in writing, to the principal/ immediate supervisor specifying
 - 1) The nature of the grievance;
 - 2) The nature of the extent of the injury, loss or inconvenience;
 - 3) The results of previous discussions; and
 - 4) The Association's dissatisfaction with decisions previously rendered

- b. The principal/immediate supervisor shall communicate a decision to the unit member or Association, in writing, within five (5) school days of receipt of the written grievance.

3. Level III- Appeal to Superintendent

- a. Within five (5) school days, after receipt of the decision, the unit member or Association may appeal the principal's/ immediate supervisor's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal/ immediate supervisor as specified above and the discussion with the decision(s) previously rendered.
- b. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision, in writing, to the unit member and to the Association.

4. Level IV- Board Hearing

- a. If the grievance is not resolved to the unit member's or Association's satisfaction, the Association may request a review by the Board of Education. The request shall be submitted within ten (10) school days after receipt of the Superintendent's decision.
- b. The Board, or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the unit member or Association. A decision, in writing, will be rendered within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the unit member or Association, whichever comes later.
- c. The Superintendent of Schools shall attach all related papers and forward the request to the Board of Education.

5. Level V- Request for Arbitration

If the unit member or Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator; however, the decision of the Board of Education is final and binding concerning the grievances as follows:

- a. any matter for which a method of review is prescribed by law
- b. any rule or regulation of the State Commissioner of Education

- c. any by-law, rule, regulation and/or policy of the Board of Education
- d. any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone
- e. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed
- f. a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

6. Procedures for securing the services of an arbitrator:

- a. A request shall be made to the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request for arbitration shall be made by the Association within forty (40) calendar days of when the Board received the grievance or within forty (40) calendar days following the Board hearing, if any, whichever occurs later.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that the American Arbitration Association or Public Employment Relations Commission submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or Public Employment Relations Commission may be requested, by either party, to designate an arbitrator.
- d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She can add nothing to nor subtract anything from the agreement, the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearing.

D. Costs

- 1. Each party will bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator shall be shared by the Board and the Association

3. If time is lost by any unit member due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the unit member must either be without pay or charged to personal time. However, if the arbitrator rules in favor of the unit member and directs that pay or personal time be restored wholly or in part, the board shall comply accordingly.

E. No unit member, Association representative, Board Member, member of the Administration, witness or any other participant in a grievance procedure shall suffer reprisals in any way or suffer professional disadvantage by reason of participation in the processing of any grievance.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants while the matter is pending. Final decisions shall be placed in the personnel file.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.

2. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been duly determined.

3. Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

a. In the event one of the parties is on an excused absence, the time limits may be extended by mutual consent.

ARTICLE 7

STAFF DEVELOPMENT

A. The Board recognizes that the skills required of support staff members change with changing technology. In order to ensure both optimum efficiency in district operations, and the continued growth in expertise of the staff, the Superintendent shall ensure that appropriate programs of in-service training shall be developed for all categories of support staff.

- B. The Board of Education agrees to reimbursement for up to two (2) undergraduate classes per year at the Camden County College rate.
- C. A Paraprofessional may move laterally to the Highly Qualified Paraprofessional salary guide twice per year with Superintendent approval. Submittal of proof of entitlement for the lateral move must be made by August 1st for September or by January 1st for February implementation. All moves are subject to Board approval.
- D. The Board will agree to pay the full cost of registration and other reasonable expenses incurred in connection with any workshops, seminars, in service training sessions, which a paraprofessional is required or requested to take by the Administration or BOE.

ARTICLE 8

SICK LEAVE

- A. Illness on part of the employee:
 - 1. Employees will be entitled to ten (10) sick leave days if employed at the school for ten (10) months and twelve (12) sick leave days if employed at the school for twelve (12) months. If an employee is employed only part of the school year said employee shall be entitled to sick days on a pro rata basis.
 - 2. Employee shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
 - 3. a. Any employee who retires with at least ten (10) continuous years of district service shall be reimbursed, at the rate established below, per day of accumulated sick leave:

Salary x .002= payment per day

b. Regardless of date of hire, accumulated sick leave days will be limited to 160 days. If the amount accumulated is over \$500.00, the total will be paid at time of termination only if the Board of Education has been provided with one (1) year's notice.
 - 4. Sick leave may be used only for the illness of the employee and not for the illness of any member of the employee's family or for other purposes.
 - 5. Any employee shall present, at the request of the superintendent's office, a doctor's note for the use of sick time, in excess of three (3) consecutive school days.
 - 6. Any Support Staff Member that works more than five (5) hours may take a half a sick or half a personal day.

7. In the event of an injury or illness of an Association Member's spouse, child, parent, father-in-law, mother-in-law, and any other co-habitor of the immediate household, the Association Member shall receive two (2) days leave. This limit may be extended by the Superintendent at his/her sole discretion upon the request by the Association Member. The required doctor/nurse note will be submitted within ten (10) working days, as a requirement of being paid for the days.

ARTICLE 9

EXTENDED SICK LEAVE

- A. Extended sick leave without pay may be granted for Illness only, provided the following conditions have been met:
 1. All accumulated sick leave days have been used;
 2. A physician's certificate from the employee's physician stating length of leave required and brief identification of nature of illness. Extensions may be granted provided total length of extended sick leave does not exceed nine (9) months.

Extended leave will be granted when permitted under the Family Medical Leave Act and/or New Jersey Family Leave Act.

- B. The employee may continue any eligible benefits during the extended sick leave period by paying the full cost of such benefits at group rate in compliance with Plan regulations.
- C. Upon termination of extended sick leave, the employee may be returned to his/her previous position and/or will be granted preference for any job vacancies he/she is qualified to fill. Salary will be based on position filled.
- D. On days when an employee will not be in, he/she is require to report his/her absence.

ARTICLE 10

CHILD CARE LEAVE

- A. A leave of absence, without pay, for up to one (1) year shall be granted for child rearing for all unit members under the negotiated agreement. Leave granted for child care leave shall be charged against the unit member's entitlement, if any, under the New Jersey Family Leave Act or the Federal Family and Federal Medical Leave Acts, whichever is applicable.
 1. All leaves granted to unit members shall terminate at the end of the school year in which they began. The granting of such leaves to unit members does not obligate

the Board to continue the employment of these unit members for the following school year.

2. Notwithstanding the above, a unit member may return to work immediately upon completion of a leave of absence taken pursuant to the Federal or State Family Leave Acts.
- B. A unit member desiring an unpaid child care leave shall apply no less than sixty (60) calendar days before the anticipated date for commencing child care leave.
 - C. If a ten (10) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Waterford Township for at least ninety three (93) days. If a twelve (12) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the board of education of Waterford Township for at least one hundred and thirty (130) days.
 - D. A unit Member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.
 - E. A unit member on an unpaid leave of absence must notify the Superintendent by March 1st of his/her intention to return to work or extend his/her leave, if eligible, if the employee fails to notify the Superintendent, in writing, by March 1st of his/her intent, the superintendent will notify the employee and the Association by April 15th to eliminate the possibility of a loss in job status.

ARTICLE 11

EMERGENCY/PERSONAL

- A. All 10, 11 and 12 month employees shall be eligible to receive four (4) days' personal leave without loss of pay. Application shall be made three (3) working days in advance, except in, cases of emergency, and be approved by the immediate supervisor. Employees shall not be required to state reasons for such leaves unless application is made less than three (3) working days in advance. The term personal business connotes a serious personal situation that cannot be handled outside of school hours.
- B. Personal leaves shall not be accumulative, but any unused personal leave days shall, at the end of the school year, be converted into sick days and shall accumulate as sick days.
- C. Any Support Staff Member that works more than five (5) hours may take a half a personal day.

- D. Personal leave may not be taken on a day before OR the day after a holiday or holiday period, but not both, unless advance approval is granted by the Superintendent.

ARTICLE 12
DEATH IN FAMILY

- A. Employees will be excused from duty with pay for a maximum of two (2) days in the event of the death of a grandparent, an aunt, uncle, brother-in-law, sister-in-law, cousin, niece or nephew.
- B. Employees will be excused from duty with pay for a maximum of three (3) days in the event of the death of a brother or sister by blood relationship, a mother-in-law or father-in-law, or a grandchild.
- C. Employees will be excused from duty for a maximum of five (5) days in the event of the death of husband, wife, domestic partner, civil union partner, child, step child, parent or stepparent.

ARTICLE 13
VACATIONS

The Board of Education believes that it is beneficial to the school district that persons employed to work twelve months a year be given periodic relief from the responsibilities of their position without loss of compensation.

The Board reserves the right to determine the conditions under which vacation time may be taken when not otherwise covered by the terms of a negotiated agreement or in an individual contract with the Board N.J.S.A. 18A:30-7. Adopted: 25 June 2014.

A. Vacation shall be available for use on July 1 after the vacation time was earned. After the 1st year of employment, the employee will receive a prorated share of ten (10) days. A person must be employed a minimum of six (6) months (before January 1) in order to progress to the next vacation level. After seven and one-half (7.5) years of employment employees shall be entitled to 15 days. After fourteen and one-half (14.5) years of employment employees shall be entitled to 20 days.

B. For all (12) twelve month employees, only five (5) vacation days may be rolled over into the next school year for use.

C. Any employee changing from part-time to full-time shall receive one (1) year credit for each two (2) years of part-time service toward vacation eligibility.

ARTICLE 14
HOLIDAYS

- A. Twelve (12) month employees shall be entitled to the following paid holidays:
- New Year's Eve Day
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday
 - Easter Monday (when schools are closed)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
- B. Ten (10) month employees shall be entitled to the above holidays except for Independence Day.
- C. Holidays falling on Saturday shall be celebrated on Friday and those falling on Sunday shall be celebrated on Monday.
- D. The association agrees that in the event Veteran's Day falls on a day that interferes with the continuity of education, the parties agree to discuss possible rearrangement of the calendar.
- E. Secretaries will not be required to report to work during NJEA Teachers Convention. Secretaries that attend Convention will not be required to submit proof of attendance.

ARTICLE 15
SALARY GUIDES

- A. A Person must be employed a minimum of six (6) months in order to progress to the next year's salary, which progression will only occur at the commencement of each contract year.
- B. Support members receiving Longevity will continue to do so but will be frozen at the amount that they currently receive. Longevity will cease to exist as of the 2017- 2018

year of the contract meaning current employees and future hires will not be eligible for longevity.

- C. Salaries shall be paid in accordance with Appendix A.
- D. A shift differential of 37 cents per hour shall be paid to employees assigned to the second shift.
- E. A shift differential of 64 cents per hour shall be paid to the employees assigned to the third shift.
- F. Employees shall be paid via direct deposit.
- G. Salary Guides will be mutually agreed upon. Guides will be restructured which will reflect hourly rates agreed upon.
- H. Paychecks will be issued on the 15th of each month and the last day of each month, or last day on which district is open if the date shall fall on a holiday.
- I. All support staff will be guaranteed a minimum increase of 1.2% each year.
- J. Unit members employed at year-end who routinely assist student(s) with maintaining personal hygiene (wiping, changing diapers, toilet training, etc...) while using the toilet shall receive a \$750 prorated stipend for the 2020-2021 school year. For the remaining years of the contract, the amount will be \$500. The payment of the stipend must be approved by the building principal and will be paid out on June 15.
- K. Any unit member doing work in more than one job category shall be paid on the job category that is higher on the salary guide.
- L. Parties agree that Support staff members working less than 30 hours per week shall be entitled to a year-end bonus equal to \$1 per hour worked during the contract year. The bonus will be paid on July 15 and shall be dependent upon the following:
 - 1. The entire contract period is completed without termination from either party.
 - 2. The employee has no unpaid days off during the contract except for leaves of absence approved by the board of education.
 - 3. Sick and personal days are only used in accordance with law, policy and contract.
 - 4. The staff member has not received a Letter of Reprimand during the contract year.

- M. Unit Member salary increases, inclusive of increments, shall be the following percentages: 2020-21: 3.3%; 2021-22: 3.2%; 2022-23: 3.1%.

ARTICLE 16

WORK YEAR/DAY/HOURS

- A. The work year of twelve (12) month employees is from July 1 through the following June 30.
 - 1. The work day of twelve (12) month secretaries is seven (7) hours, excluding lunch, five (5) days per week.
 - 2. The work day of twelve (12) month custodial maintenance employees is eight (8) hours, excluding lunch, five (5) days per week.
 - 3. The school work year shall be amended to include following the teacher's calendar at winter and spring recess for all employees covered under this contract except for custodians.
- B. The work year of ten (10) month custodians is from September 1 through the following June 30. The work day is four (4) hours.
- C. The work year of paraprofessionals is one hundred eighty-five (185) days and is based upon the teacher's calendar.
- D. The work year of non- instructional aides (cafeteria/playground) is one hundred eighty five (185) days scheduled between September 1 and the following June 30.
- E. The work year of library aides is one hundred eighty five (185) days scheduled between September 1 and the following June 30.
- F. Staff will be dismissed when students are dismissed on the day prior to thanksgiving and the day before Winter Break.
- G. Any Support Staff Member that works more than five (5) hours may take a half a sick or personal day.
- H. Secretaries and Clerical Assistants:
 - 1. No secretary or clerical assistant shall be required to report to work when the schools are closed due to inclement weather or hazardous conditions.
 - 2. The approved work day will not exceed eight (8) hours per day from September 1 through June 30.
 - A. Office staff will have one (1) hour lunch when this schedule prevails.
 - B. Office staff shall work a thirty-five (35) hour work week.

3. Summer office hours will reflect the current practice of 32 hours per week, beginning the week after school ends through the second week in August.
 - A. Office staff will have one-half (1/2) hour lunch when this schedule prevails.
4. Secretaries and clerical assistants may elect to forgo the one-half (1/2) hour lunch break, beginning the week after school ends through the second week in August, in order to shorten their workday by thirty (30) minutes.

ARTICLE 17
OVERTIME

- A. Overtime shall be paid for with time worked in excess of forty (40) hours per week at one and one-half (1½) times the employee's regular hourly rate. Vacation, sick, personal and contract holidays will count as a day worked when calculating overtime.
- B. Every maintenance/custodial employee shall have an opportunity to be listed upon a voluntary overtime list, which list shall be in descending rotating seniority order. However, should, in the opinion of the administration, the next person on the voluntary list not have the necessary skills, training or experience for the overtime required, the next person on the list who has the necessary skills, training, or experience shall be required to work the necessary overtime.

If no one volunteers, overtime needs will be satisfied from a non-voluntary list. Employees on the non-voluntary list shall be required to work overtime on a reverse rotating seniority basis. However, should, in the opinion of the administration, the next person on the non-voluntary list not have the necessary skills, training, or experience for the overtime requested, the next person on the list who has the necessary skills, training, or experience shall be required to work the necessary overtime. No employee on the non-voluntary list shall be required to work more than 12 hours per month beyond their regular work schedule.

Notice of overtime shall be given as soon as possible except in the case of emergency.

ARTICLE 18
CALL-IN

- A. Any employee who has completed his/her work day and has left the Board's premises and is then called back to work shall receive pay for a minimum of one (1) hour at one and one-half (1½) times his/her regular straight time hourly rate.

- B. Any employee called in to work on holidays and/or weekends outside his/her normal work week shall receive pay for a minimum of one (1) hour at one and one-half (1½) times his/her regular straight time hourly rate.

ARTICLE 19

INSURANCE PROTECTION

- A. The Board will pay complete individual coverage and family coverage as per the benefits listed in Appendix A Insurance throughout the term of this agreement. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents.
 - 1. Custodial employees shall be entitled to only single medical coverage.
- B. During the term of this contract, the Board of Education shall offer dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance). The Board will pay 25% toward full family dental (Dental Premier).
- C. The Board will provide, at its own expense, prescription coverage level for both individual coverage and family coverage . Employee contributions shall be calculated pursuant to Tier 4 of PL 2011, Chapter 78.
 - 1. Custodial employees shall be entitled to only single prescription coverage.
- D. To qualify for health benefits all paraprofessionals, cafeteria workers and custodians must work a minimum of 32 hours per week. All others, 20 hours as past agreement. No paraprofessionals or cafeteria workers presently receiving health insurance shall be affected by this provision.
- E. During each year of the Agreement the Board will insist that the health insurance agent or carrier provide an individual to answer questions as to forms and coverage. This program shall occur at least once during the school year.
- F. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.
 - 1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one-half (1/2) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form, of a stipend payable semi annually in December and June.
 - 2. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce(copy of decree required), legal separation (copy of decree- required), death copy of certificate required), military discharge

(form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing Otherwise, all elections for a cash option shall be in effect for the entire twelve (12)month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

3. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.
- G. Health benefits will be amended to reflect Chapter 78 payment toward the premium shall be followed as set forth by the Statute for support staff contracts. Individuals remaining on existing healthcare plans shall continue to contribute in accordance with Chapter 78, Tier 4 level contributions, with no stipends. Employees electing, or required to elect, the NJ Educators Health Plan (NJEHP) or the Garden State Health Plan (GSHP) plan as established by the enacted "Chapter 78 Relief Bill" (S-2273/A-20) will contribute in accordance with the schedule included in law.
- H. Support staff members working 30 hours or more per week, but not offered health benefits due to a negotiated agreement, will be offered the following benefits package:

Health & Prescription:

No-Referral POS (Point of Service) Plan

Deductible - \$1,500 individual

Coinsurance - 20% in-network/40% out of network

Max. Out of Pocket - \$2,500 In-network/individual

\$3,500 Out of network/individual

Dental:

Deductible - \$25

Preventive/Diagnostic Service – 100% coverage

Basic Services – 80%

Crowns – 80%

Prosthodontics – 60%

Annual Calendar yr. max. - \$2,000.

Vision:

Eye Exam - \$0 copay every 12 months

Frames & Lenses – covered every 24 months up to allowed amount

Material Copay - \$20

The employee shall contribute to the benefits in accordance with P.L. 2011, Chapter 78, Tier 4.

An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to 25% of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable annually in July. The stipend shall be dependent on the following:

1. The entire contract period is completed without termination from either party.
2. The employee has no unpaid days off during the contract except for leaves of absence approved by the board of education.
3. Sick and Personal Days are only used in accordance with law policy and contract.
4. The staff member has not received a Letter of Reprimand during the contract year.

ARTICLE 20

SIGN-IN PROCEDURE

- A. Notwithstanding the foregoing board reserves the right to implement a system whereby employees shall indicate their presence for duty in any manner established by the board, whether it be manual, mechanical, electrical, electronic or otherwise.

ARTICLE 21

INCLEMENT WEATHER

- A. All full-time twelve (12) month employees are required to work when there is inclement weather. The Superintendent may, however, exercise his discretion to excuse an employee or to allow a late reporting to work. The Superintendent may also require, upon excusing an employee, that the time off be charged to personal leave or vacation.
- B. Full-time custodial/maintenance employees may be required, regardless of the time of an employee's regularly assigned shift, to report to work at a time determined by the Superintendent to be necessary to meet the work demands resulting from the inclement weather.

ARTICLE 22

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such a 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.
- B. Any Individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- C. The maintenance assistant shall receive an annual stipend of \$1,239, payable one-half (1/2) in December and one-half in June of each year. The maintenance assistant/head groundskeeper shall receive an annual stipend of \$2,472, payable one-half (1/2) in December and one-half (1/2) in June of each year. The Lead custodian shall be paid a stipend of \$3.00 per hour.
- D. The Board shall deduct dues which the employee elects to authorize as provided by law.
- E. All employees covered by this contract may independently elect have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union.
- F. Employees who are required to use their-own automobiles in the performance of their duties shall be compensated at the rate determined by the State of New Jersey for personal automobile usage for employment purposes.
- G. Association members shall be entitled to receive an employment interview for vacancies for which they are qualified, and a statement of reasons if rejected for said position.
- H. Any employee laid off due to an economic reduction in force will be, placed on a recall list and given priority for rehire over any outsider for two (2) years. If recalled, the employee will return to the step on the guide that they previously held along with any other benefits previously held.

ARTICLE 23

SAVINGS CLAUSE

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted

and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.

ARTICLE 24

WORK CONTINUITY

- A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-down, walkout or other job action against the Board. The Association agrees that any such action would constitute a material breach of this Agreement
- B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or bath in the event of such breach by the Association or its members.

ARTICLE 25

AGENCY FEE SHOP PROVISIONS

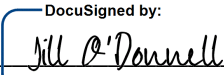
- A. Representation Fee- If an employee does not become a member of the association during the membership year, that employee will be required to pay a representation fee to the association for that membership year.
- B. Indemnification of the Board- The association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to counsel fees, legal costs, and expenses, damages awarded, and judgments rendered that may arise out of, or reason of , action taken by the board in conformance with this provision.

ARTICLE 26

UNIFORMS

- A. Custodians are required to wear a uniform on the upper half of their body. The district will pay for uniforms directly or reimburse the custodian upon presentation of a receipt up to \$200.00 in the first year of employment and \$150.00 in each subsequent year.

WATERFORD TOWNSHIP EDUCATION ASSOCIATION

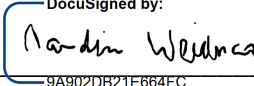
BY: 

DATE: 9/2/2021 | 11:20 AM EDT

NAME: Jill O'Donnell

TITLE: WTEA President

ATTEST:

BY: 

DATE: 9/15/2021 | 12:22 PM EDT

NAME: Candice Weidmann

TITLE: WTEA Vice President

WATERFORD TOWNSHIP BOARD OF EDUCATION

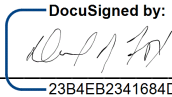
BY: 

DATE: 9/15/2021 | 5:50 PM EDT

NAME: Michael McClintock

TITLE: Board of Ed

ATTEST:

BY: 

DATE: 9/16/2021 | 10:21 AM EDT

NAME: Daniel Fox

TITLE: Board Secretary