

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DELSEA REGIONAL HIGH SCHOOL DISTRICT

AND

DELSEA CUSTODIAL AND MAINTENANCE ASSOCIATION / NJEA

JULY 1, 2004 - JUNE 30, 2007

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PREAMBLE

This agreement entered into by the Board of Education of the Delsea Regional High School District ("Employer" or "Board"), and Delsea Custodial and Maintenance Association/NJEA ("Union") has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 **RECOGNITION**

The Board of Education of the Delsea Regional High School District recognized Delsea Custodial and Maintenance Association/NJEA as the exclusive representative for the bargaining unit consisting of regular full time custodial employees employed by the Board, and excluding certified teaching personnel, supervisors, confidential employees and all other employees.

All new titles which are appropriate to this designated representation will be included under this contract as they are established by the Employer.

ARTICLE II **MODIFICATION**

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 III **GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is an allegation that a specific provision of this Agreement, a Board Policy or Administrative decision, that affects the terms and conditions of employment have been violated.
2. A "grievant" is an employee of the Association who files a grievance.
3. "Day" means work day.
4. A "representative" is a person or agent designated to represent either party in the grievance procedure.
5. A "party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Grievances shall be adjudicated according to the terms of this Agreement.
3. Formal grievances shall be in writing.
4. Communications and decisions concerning formal grievances shall be in writing.
5. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.
6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedure, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
7. There shall be one (1) designated employee grievance representative representing the unit.
8. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as moot.
9. Failure to issue a decision within the specified time limit shall permit the grievant to appeal to the next step.

C. Processing

1. Level 1 - Informal Grievances -
 - a. A grievant shall discuss informally with his or her immediate supervisor any alleged violations of this Agreement in order to resolve the grievance.
 - b. The supervisor shall communicate his/her decision to the grievant within three (3) days after the initial discussion.
2. Level 2 - Formal Grievances -
 - a. A grievant shall file a formal grievance within ten (10) days of the occurrence of the action being grieved and shall specify the cause of the grievance, the nature of the grievance, the evidence and the remedy sought. This information shall be placed on the appropriate grievance form.
 - b. The immediate supervisor shall hold a meeting promptly within five (5) days of receipt of the formal grievance, and shall render his or her decision within five (5) days after the conference.
3. Level 3 - Appeals to the Superintendent -
 - a. Within five (5) days of the decision at Level 2, the grievant may appeal to the

Superintendent. The appeal shall include all materials previously submitted.

- b. The Superintendent shall schedule a conference within ten (10) days following such a request and notify the grievant and the Association five (5) days prior to the conference date.
- c. Five (5) days after the conference is completed, the Superintendent shall notify the parties in interest of his decision on the matter.

4. Level 4 - Appeals to the Board of Education -

- a. Within ten (10) days of the decision at Level 3, the grievant may appeal in writing to the Board of Education. This request shall be submitted in writing to the Superintendent, who shall attach all materials previously submitted and forward the request to the Board of Education.
- b. The Board or a committee thereof, shall review the grievance and shall by mutual agreement of both parties, conduct a hearing within thirty (30) calendar days with the grievant. The decision of the Board shall be forwarded to the Association and the grievant within ten (10) days after the completion of the hearing. The decision of the Board shall be final and binding unless appealed to the advisory fact finding procedure in Level 5.

5. Level 5 - Arbitration -

- a. If the Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an advisory arbitrator. The request must be filed by the Association with the Board Secretary within five (5) days after receipt of the Board's written decision by the Union.
- b. The advisory arbitrator shall be selected in accordance with the applicable rules of the Public Employment Relations Commission.
- c. The advisory arbitrator shall limit the hearing to the issues submitted to him or her and shall consider no other material or evidence.
- d. The advisory arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.
- e. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.
- f. The advisory arbitrator shall establish rules for the hearing, except where is provided herein.

- g. The advisory arbitrator shall rule first on the admissibility of the grievance to the fact finding hearing, if so requested by either party.
- h. The advisory arbitrator shall have no power to make a recommendation inconsistent with law.
- i. The fact finding of the arbitrator shall be issued in an advisory opinion including recommendations for settlement of the dispute.

D. Cost

- 1. Each party will bear the total cost of the case preparation and representation incurred by that party. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
- 2. Where grievance proceedings are mutually scheduled by the parties during work time, persons, required to be present shall suffer no loss of pay.

E. General Provisions

- 1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
- 2. The filing or the pendency of a grievance shall not impede the normal management and operation of the school.
- 3. All records of grievance processing shall be filed separately.
- 4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute these forms as they are needed by employees.
- 5. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.
- 6. Parties in interest will cooperate in investigating and providing pertinent information concerning pending grievances.

ARTICLE IV
SENIORITY AND ASSIGNMENT

- A. Seniority shall be defined as continuous, unbroken service with the Employer. Voluntary terminations, dismissals, and absence without leave constitute a break in service. Leaves of absence that are approved by the Board do not constitute a break in service.

- B. A seniority roster will be prepared and posted on an annual basis. Copies of revised lists, if any, will be provided to the Union.
- C. Seniority shall be measured from an employee's most recent date of hire. Employees shall acquire seniority only upon satisfactory completion of a probationary period of the first ninety (90) calendar days of employment. After successfully completing the probationary period, date of hire and seniority reverts to the first day of employment. Employees who worked in the district, as a substitute custodian, for more than ninety (90) consecutive days or 180 calendar days in one year, shall have the probationary period waived. Their seniority shall date from their most recent date of hire. Health coverages shall start after the end of the probationary period, or 60 days after the date of hire if the probationary period is waived.
- D. During the first ninety (90) calendar days of employment from an employee's most recent date of hire, an employee shall be on probationary status. Retention of the employee within this period shall be entirely at the discretion of the Board, and if terminated, such termination shall not be subject to the grievance procedure. Reason for termination will be submitted in writing.
- E. Employees promoted to positions outside of the unit shall maintain their seniority in their prior position for a one (1) year period.
- F. For all available openings, any interested custodial/maintenance personnel shall submit their name for consideration. The administration shall determine the most qualified persons; seniority shall be considered when two or more employees are determined to be equally qualified.
- G. All positions shall be given to the association president the day after the board approves the opening.

ARTICLE V
EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves are granted at the discretion of the Board. Requests for extended leaves are considered on a case-by-case basis. Written application for leave should be forwarded to the Superintendent no later than ninety (90) days before the requested start date of the leave. The application must indicate the date the leave is to commence, the reason for the leave and the length of the leave requested.
- B. No leave will be approved for more than one (1) calendar year at any one time. The Board will notify the employee of its decision no later than fifteen (15) days before the commencement of the employee's requested leave. If, after an employee has been granted a leave, the employee wishes to extend that leave, the request for an extension shall be made in writing to the Superintendent who will refer the request to the Board. The request for an

extension of leave must be made at least forty-five (45) calendar days before the scheduled expiration of the existing leave period. Notice of intention to either return to employment or to resign shall be given to the Superintendent thirty (30) days prior to the expiration of the leave.

- C. In emergency situations, the employee should contact the Superintendent no later than fifteen (15) days before the commencement of the requested leave, or as soon as feasible under the circumstances. The Board will expedite consideration of emergency leave requests, provided there is appropriate notice and the request is properly processed in writing with the Superintendent.
- D. Leaves are without pay or benefits, except as may be required by law. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment. Employees seeking to continue their insurance coverage during leave must make that desire known to the Superintendent and arrange for premium payments prior to the start of the leave period.
- E. The following types of extended leaves of absence are available:

- 1. **Military Leave**

- 1. **Military Leave**
Military leave without pay shall be granted in accordance with all applicable statutory requirements.

- 2. **Disability Leave (Including Pregnancy Leave)**

- 2. **Disability Leave (Including Pregnancy Leave)**
 - a. An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after parturition, except that any such employee who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.

- 2. **Disability Leave (Including Pregnancy Leave)**
 - b. An employee who anticipates a disability may request a leave of absence to commence before and to extend beyond the period of disability. Any such request shall be subject to Board discretion. An employee on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of absence.

- 2. **Disability Leave (Including Pregnancy Leave)**
 - c. The Board, in its discretion may require a review and examination of the employee's condition by a Board selected physician as to the employee's fitness to continue in employment. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such

compensation, if any, to which the employee is entitled under the terms of the agreement. The opinion of a third unrelated physician, as selected by the parties, shall govern in cases of disagreement between the employee's physician and the Board selected physician as to the employee's medical condition.

3. **Miscellaneous Leave**

Upon application, the Board, in its sole discretion, may grant such additional leave as it deems appropriate.

4. **Leave Under The Family Leave Act**

a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) or the employee is available to eligible employees pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.

b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 12 month period. The 12 month period commences with the beginning of the leave.

c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.

d. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave.

(i) **Leave for Maternity/ Child Rearing Purposes**

Requests for family leave taken for the birth or adoption of a child shall be submitted at least 30 days prior to the anticipated commencement of the leave, except in cases of medical emergency. Leave must be taken consecutively and must begin within one year of the adoption or birth.

(ii) **Leave to Care for Family Member with Serious Health Condition**

An employee requesting family leave to be taken for the serious medical condition of a family member shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergency circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date. The leave may be taken consecutively or intermittently, depending upon the legitimate needs of the employee.

- e. An employee desiring to take leave in excess of the maximum 12 weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board. Generally leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of an individual case.
- f. No salary shall be paid to any employee on leave under the Family Leave Act, nor shall any rights or benefits accrue during the period of leave.
- g. Upon return to employment following leave under the Family Leave Act, the school shall offer the job held by the employee before going on leave or a substantially equivalent position, except as his/her entitlement to a position may have been affected by a reduction in force.
- h. The Board shall require the certification of the health care provider verifying the purpose of the requested family leave. In the event the Board doubts the validity of the certification, the employee shall obtain the opinion of a second health care provider approved by the Board. If the certification and opinion disagree, the employee shall, at Board expense, obtain an opinion from a third health care provider approved by both the employee and the Board.
- i. The opinion of the third health care provider shall be final and binding.

ARTICLE VI
SICK LEAVE

- A. Each employee shall be entitled to twelve (12) days of sick leave per year. If the employee has worked for the district less than a full year, one (1) day of sick leave for each month of employment may be granted at the discretion of the Superintendent. Sick leave shall accumulate from year to year. **A doctor's certificate may be required at the discretion of the Superintendent to verify an absence.** An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Board reserves the right to validate medical evidence through the district's medical examining officer. If deemed necessary, the Board will assist in expediting the scheduling of appointments.
- B. Each employee will be provided with an accounting of the number of sick days such employee has remaining on the first payroll period in September of each school year.
- C. Any employee who completes ten (10) or more consecutive years of employment, fifteen (15) or more consecutive years of employment, or twenty (20) or more consecutive years of employment with the District who has accumulated unused sick leave will be eligible for this benefit upon retirement from the district. Retirement shall be defined as the completion of all retirement requirements for the processing of a pension under the New Jersey Public Employees Retirement System. Each employee with unused sick days at the time of

retirement will be eligible for the following reimbursement, with a maximum payment of four thousand dollars (\$4,000) for each individual participant.

<u>Years of Service</u>	<u>Amount</u>
10 or more years	\$10.00 per day
15 or more years	\$15.00 per day
20 or more years	\$20.00 per day

- D. Absences without notice directly to the supervisor of Building and/or Grounds as applicable for three (3) consecutive days shall constitute a resignation not in good standing.
- E. Sick leave may be used in ½ day (4 hour) increments

ARTICLE VII
TEMPORARY LEAVES OF ABSENCE

- A. **Bereavement Leave** - An allowance of up to Three (3) days shall be granted for death in the immediate family. The immediate family is defined as: mother, father, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, or any legally domiciled member of the immediate household. An allowance of (1) day shall be granted to attend the funeral of other blood relatives of the employee not listed above, as well as the following non-blood relatives: sister-in-law, brother-in-law, daughter-in-law, son-in-law.
- B. **Personal Leave** - An employee may request up to three (3) days unchallenged personal leave per year. Personal leave may be utilized in ½ day increments. The request for personal leave shall be made with three working days notice, other than extreme emergencies on the form provided by the Office of the Superintendent and the approval of the Superintendent must be given prior to the commencement of such leave.

The following regulations shall apply to the granting of all personal days:

1. The proper form must be filled out by the employee and submitted to the Superintendent's office and must be on file in the office of the Superintendent at least twenty-four (24) hours before the commencement of the leave.
2. Unchallenged Personal Days cannot be used before or after a holiday.
3. In cases of an extreme emergency, the employee shall call the appropriate immediate supervisor or the Superintendent if the supervisor cannot be contacted. The proper form is to be executed immediately upon return.
4. Any unused personal leave days shall be converted to sick leave days.

ARTICLE VIII
MEDICAL INSURANCE

- A. The Board of Education agrees to provide Aetna US Healthcare Patriot V and Patriot X, or a plan of equal or greater benefits for the members of the unit and their legal dependents. The Board will pay 100% of the premium, effective with the signing of the contract.

The following changes to coverage will be made to the Patriot V and Patriot X plans effective in the 2004-05 school year.

Patriot V - Change specialist copay from \$5 to \$15, change outpatient mental health to a \$25 copay/30 visits and change ER copay from \$25 to \$50.

Patriot X - Change specialist copay from \$15 to \$25 and change ER copay from \$35 to \$50.

The Board will reimburse employees for the additional copay costs, up to the deductible. Reimbursement will be made quarterly, in September, December, March and June. Reimbursement will be provided at the regular monthly board of education meeting (usually the first Wednesday of the month). Doctor receipts for reimbursement must be submitted two weeks prior to the board meeting date.

- B. The Board of Education will contribute 90% of the cost of Delta Premier plan, effective with the signing of the contract, for each member who participates in the Board administered Dental Program which is to be purchased and administered by the Board of Education. Ten percent (10%) of the premium will be assumed by those participating in the plan. There will be no change in coverage.
- C. For the duration of this Agreement, the Board will provide a prescription plan through Aetna/US Healthcare (Prescription Rider Plan). The plan will be a formulary plan with a \$5/10/25 co-pay provision. There will be no employee contribution toward the premium. An employee wishing to participate in the prescription plan must also participate in the Aetna/US Healthcare health plan.
- D. If an employee waives medical coverage, the Board will contribute \$1,000 to a cafeteria plan or pay the employee \$1,000 in cash. If the employee elects to receive cash, this will be taxable compensation to the employee. Employees who elect to waive medical coverage must provide proof of coverage with their spouse. New employees hired during the year who elect to waive medical coverage, will receive compensation on a prorated basis beginning with the date of eligibility for health coverage.

ARTICLE IX **PERFORMANCE EVALUATION**

- A. Frequency - All employees shall be evaluated by their immediate supervisor at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction. Evaluations shall be completed on or before November 1 and April 1 of each year. No more than one evaluation will take place in each calendar month.
- B. Probationary Employees will be evaluated at the end of each work day period as follows, i.e.
 - 30th - 60th - 75th calendar day.

ARTICLE X
PERSONNEL FILES

An employee may review his or her personnel file. Upon receipt of the employee's written request, the Superintendent will arrange for an appropriate time for the employee to review the personnel file.

ARTICLE XI
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank, reduced in compensation or deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit without just cause. Any such action shall be subject to arbitration pursuant to NJSA 34:13A-29.
- D. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay pending final determination of the same. If the charge is dismissed the person shall be reinstated immediately with full pay as of the time of such suspension as stated in Title 18:A:6-14.

- E. Representatives of the Association shall be permitted to meet with members of the bargaining unit on school property on non-work time provided that these representatives identify themselves to the office of the Superintendent upon their arrival on school property and, provided further, that discussions between representatives and the members of the unit in no way interrupts normal work operations.
- F. The Association may use school conference rooms during non-work hours for the purpose of conducting Association Meetings. The Association shall secure permission for use of the room from the Superintendent prior to its utilization. The Association shall be responsible for any additional expense incurred due to keeping a facility open.

ARTICLE XII
WORK RULES

- A. The Board of Education may promulgate work rules which may be amended from time to time. The Association shall be notified of changes to the work rules in advance of their implementation. Each employee shall receive a copy of the work rules at the commencement of the work year.
- B. Offenses will clear from personnel record (12) months from the date of the offense providing no further infraction of the same offense has occurred, if an additional infraction of the same offense occurs within (12) months the record will not clear until the anniversary date of the latest infraction.

Any six (6) offenses within (12) month period will result in discharge.

- C. The Board will pay a stipend of \$1,150.00 per year to employees who hold a Black Seal License. In order to receive the stipend, eligible employees must work at least 50% of assigned overtime. Overtime will be assigned by seniority on a rotating basis. The stipend will be paid biannually, in December and June, and the 50% overtime requirements will be calculated individually for each biannual period.

All new custodial/maintenance personnel will have one year, from initial employment, to possess a Black Seal License. Failure to obtain a license in the allotted time will mandate a \$.50 per hour reduction in pay. The employee will receive a \$.50 increase in pay when they have obtained the Black Seal License and submitted a copy to the Board office.

- D. Driver's License - All custodial/maintenance personnel will have a valid N.J. Driver's License and be capable of operating both automatic and manually shifted vehicles owned by the district. Documentation of a valid license must be submitted to the administration December 1 and June 1 of each year. If an employee has his/her license revoked for any reason, they are to advise their supervisor immediately. Failure to notify their supervisor by the next work day will result in dismissal. All new employees must present evidence of a

N.J. Driver's License at the time of interview.

If a newly hired employee does not have a drivers license, or an existing employee loses their license, their salary will be reduced by \$.50 per hour until such time as they show proof of possession of a valid driver's license.

- E. Custodial/maintenance personnel will be provided with one (1) piece of outerwear every third year, at a maximum cost of \$100, order to be placed by October 1st, except for the grounds crew and maintenance mechanics, who will be provided with one (1) piece of outerwear every other year. If it can be shown that a piece of outerwear is unwearable because of work related damage, the outerwear will be replaced before the end of the replacement period.
- F. The Board will reimburse up to \$200.00 per year for Safety approved shoes. The shoes shall be ANS1 Z41 1/75 c/75 EH compliant, and slip resistant. The shoes will be purchased via a vendor selected by the Board.

ARTICLE XIII
ASSOCIATION REPRESENTATIVES

There shall be two association representatives representing the bargaining unit. Association representatives shall conduct Association business on nonworking time. Association representatives shall be allowed up to two hours off per month without pay nine times per year in order to attend meetings which may be scheduled when they are normally working. Association representatives shall notify their supervisor of this scheduling need at least two weeks in advance of the requested date.

ARTICLE XIV
DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of Association members dues, initiation fees and assessments for the Union. Such deductions shall be made in compliance with, and subject to N.J.S.A. 52:14-15.93, as amended.
- B. Deductions shall commence for each employee who has signed a properly dated authorization card during the month following the filing of such card with the Board.
- C. Deductions shall be in accordance with the terms and conditions set forth in the signed authorization. The Association will provide the authorization forms, secure the necessary signatures and file the signed forms with the Board Secretary.
- D. The Association agrees to indemnify and hold the Board harmless from any suit, liability or cost arising because of any action taken, or not taken, by the Board pursuant to this Article.

1 - 10 years	10 working days
11 - 19 years	15 working days
20+ years	20 working days

Employees will be allowed to “carry over” one week vacation per year. The maximum accumulation of “carry over” vacation days will be one week.

- B. Vacation requests submitted by the end of the first week in April shall be granted by seniority, insofar as practical. Requests submitted thereafter shall be granted in order of receipt. The Employer may limit the number of employees on vacation at the same time as well as the times of vacation so as not to interfere with school operations. Employees currently entitled to four (4) weeks of vacation shall be grandfathered in order to maintain said benefit level.

ARTICLE XVIII
HOLIDAYS

- A. The following fourteen (14) holidays will be celebrated as long as school is not in session for students. Holidays falling on Saturday and Sunday will be celebrated on Friday or Monday when school is not in session, if the holiday falls during school session the holiday will be used as a floater.

New Year's Eve Day	July 4th
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day (one day)	Day after Thanksgiving
Good Friday	Christmas Eve Day
Columbus Day	Christmas Day
Memorial Day	Floater (Birthday, etc.)

- B. The "floater" holiday is an exception to the above condition and may be taken on a day when school is in session. Requests to use a floating holiday shall be submitted for approval to the employee's supervisor at least five (5) working days in advance of the date of anticipated use.

ARTICLE XIX
HEALTH AND SAFETY COMMITTEE

The Administration will meet with the Union's Health and Safety Committee. The Health and Safety Committee will be represented by three Association Members. Regular meetings will be stipulated.

ARTICLE XX
WORK CONTINUITY

The Association agrees that there shall be no strikes, work stoppages or other concerted refusal to work by employees covered by this Agreement.

ARTICLE XXI
MANAGEMENT RIGHTS

The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, subject only to the specific limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to:

1. direct employees of the school district;
2. hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or to take other disciplinary action against employees as deemed warranted by the Board, in compliance with the bargaining agreement.
3. relieve employees from duty because of lack of work or for other legitimate reasons;
4. maintain the efficiency of the school district in its operations and take such action as may be deemed necessary by the Board to fulfill such obligation;
5. establish and administer policies and procedures and work rules related to personnel matters, school district activities, training, operational functions, performance of services, and maintenance of the facilities and equipment of the school district; as defined in the bargaining agreement; and,
6. determine staffing needs and the work to be performed by employees, or through contracted services, and to control and regulate the use of facilities, supplies, equipment, materials and any other property of the school district.

ARTICLE XXII
LONGEVITY

Employees shall be entitled to a longevity payment of \$200 per year after ten (10) years of service and \$350 per year after twenty (20) years of service.

ARTICLE XXIII
SEVERABILITY

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect, absent the affected clause.

ARTICLE XXIV
FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge and contemplation of either or both of the parties at the time they

negotiated or signed this Agreement.

ARTICLE XXV
SALARIES

<u>NAME</u>	<u>7/1/04-05</u>	<u>7/1/05-06</u>	<u>7/1/06-07</u>
ROGERS-mechanic	18.86	19.63	20.44
JOHNSON-lead	18.22	18.99	19.80
KENDALL-lead	18.22	18.99	19.80
R GUNSTON	18.13	18.90	19.71
H GUNSTON	18.13	18.90	19.71
GIBSON-mechanic	16.97	17.74	18.55
PATTERSON	16.44	17.21	18.02
PFEIFFER	15.15	15.92	16.73
WELCH	15.15	15.92	16.73
LARocca	15.15	15.92	16.73
WHEELER	15.15	15.92	16.73
BRICKER	15.15	15.92	16.73
TEAGUE	15.15	15.92	16.73
DESSIN	14.37	15.14	15.95
MONTALTO	14.37	15.14	15.95
MCCORMICK	14.02	14.79	15.60
STEVENSON	13.67	14.44	15.25
GAINES, E	13.52	14.29	15.10
GAINES, M	12.62	13.39	14.20
HARRINGTON	13.12	13.89	14.70
WALDRON	12.03	12.80	13.61

Entitlement to retroactive salary payments are limited to those employees who are actively employed as of the payment date for the retroactive increases.

If a person is receiving additional compensation as a lead or other position, and they leave that position, their salary shall be the same as other custodians with similar years of experience.

ARTICLE XXVI
DURATION OF AGREEMENT AND SUCCESSOR NEGOTIATIONS

This agreement shall be effective retroactively from July 1, 2004 and shall continue in full force and effect until June 30, 2007. This agreement shall not be extended orally or in writing without the specific signed consent of both parties.

The parties agree that no later than one hundred and twenty (120) days before the required budget submission date of the public employer the parties will enter negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly signed and attested by:

DELSEA REGIONAL HIGH SCHOOL
DISTRICT
BOARD OF EDUCATION:

DELSEA CUSTODIAL AND
MAINTENANCE ASSOCIATION / NJEA

Richard T. Durham, President

Negotiations Committee Member

Nicholas Christian,
Chairperson Negotiations Committee

Negotiations Committee Member

Frank D. Borelli, Superintendent

Negotiations Committee Member

Kathy A. Mastran, Board Secretary/
Business Administrator