

AGREEMENT

BETWEEN

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and

**LOWER CAPE MAY REGIONAL EDUCATIONAL
SUPPORT PERSONNEL**

For the School Years
2014 - 2017

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I. RECOGNITION

- A. The Board of Education agrees to and hereby does recognize the Lower Cape May Regional Educational Support Personnel as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees employed in a custodial, watchman, maintenance, or housekeeper capacity, food service workers, including assistant cooks, cooks and bakers, aides, and permanent substitutes, excepting the supervisor of buildings and grounds, food services supervisor, cafeteria managers, maintenance and ground crew leaders collectively hereinafter custodians, except where otherwise noted.

II. BOARD RIGHTS

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this agreement, in accordance with the applicable laws and regulations.

- A. To direct employees of the school district.
- B. To hire, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees.
- C. 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 it.
- E. To determine the means and the personnel by which such operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- G. To determine employees' assignments, schedules and responsibilities.

III. GRIEVANCE PROCEDURE

- A. Purpose:

It is the policy of the Board of Education and the Educational Support Personnel that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use.
- B. Definitions:
 1. "Grievance" is any alleged violation of this agreement (or dispute with respect to all matters concerning the terms and conditions of Educational Support Personnel employment).
 2. An "aggrieved party" can be any Educational Support Personnel member, the Educational Support Personnel, or the Board of Education.
 3. Level One – immediate supervisor
 4. Level Two – Superintendent of Schools
 5. Level Three – Board of Education
 6. Level Four – binding arbitration

C. Submission of Grievance:

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Appendix D and shall contain those specifics which are required by the referenced form.
2. A grievance shall be deemed waived unless submitted within twenty-one calendar days after the occurrence of the grievance or after twenty-one calendar days after the aggrieved party had reasonable cause to have notice thereof.

D. Grievance Procedures:

1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.
 - a. The appropriate Level One representative shall have ten calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten days, the aggrieved party has six calendar days after the decision has been rendered or sixteen calendar days after the grievance was submitted if no decision is rendered, to move the grievance to Level Two.
2. Level Two – the aggrieved party shall submit a grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten days, the aggrieved party may, within six calendar days after the decision has been rendered or sixteen calendar days after the grievance was submitted to Level Two, if no decision is rendered, move the grievance to Level Three.
3. Level Three-The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education secretary. The Board of Education shall have thirty-five calendar days in which to render a decision. The Board of Education may grant a hearing about the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the thirty-five days, the aggrieved party may, within six calendar days after the decision has been rendered or forty-one calendar days after the grievance was submitted to Level Three if no decision is rendered move the grievance to Level Four. The aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.
4. Level Four – If the aggrieved party and the association are dissatisfied with the disposition of the grievance at Level Three, the Educational Support Personnel may, within ten calendar days of the Level Three decision or forty-five calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to PERC and deliver said copy of petition to the Board Secretary.

- a. A request for a panel of arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the Association shall strike names from the list in accordance with the rules and regulations of PERC in the selection of an arbitrator.
 - b. The arbitrators decision will be in writing and will set his findings, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative or adds to or detracts from the provisions of this agreement.
- E. Miscellaneous:
1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present with one spokesperson designated to state its views at all stages of the grievance procedure.
 2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.
 3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.
 4. Aggrieved parties who have filed a grievance under this agreement shall continue to work in accordance with the direction of the superintendent, principal, or supervisory personnel until such time said grievance is finally determined.
 5. 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 the personnel file of any of the participants.
 6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.
 7. The fees and expenses of the arbitrator shall be borne equally by the Board of Education, and the association. All other costs related to arbitration will be borne by the party incurring the same.

IV. SALARIES AND HOURS OF WORK

- A. The salaries and wages for supportive staff personnel covered by this agreement are set forth in Appendix A, B, and C.
- B. Custodians, housekeepers, night watchmen, custodial food service worker, and maintenance person.
 1. The regular work week shall be forty hours. All work performed in excess of forty hours shall be paid for time and one half including holidays. Employees on Workmen's Compensation and or modified duty are ineligible to work overtime. Also employees in probationary status will be ineligible for overtime. Overtime and holiday work shall be offered to full-time staff using seniority rotation, and will be based upon the individual's ability to perform the tasks required (i.e. black seal license). If all full-time staff decline the work, then it can be assigned to sub custodians.

- a. The Board of Education has the right to establish a five (5) day work week to begin on Monday and end on Friday or begin on Thursday and end on Monday and assign such work week by utilizing the following procedure:
 - (1) In the event that there are no volunteers assignments will be made by seniority, and the ability to perform assigned duties.
 - (2) Any custodial/maintenance personnel called in for overtime, not attached to the regular schedule, shall receive a minimum of two hours over-time, regardless of the time worked.
 2. When a member of the custodial staff or food service unit shall be required to assume the duties of the supervisor of buildings and grounds, night supervisor or food service supervisor, during the absence of the supervisors of buildings and grounds, night supervisor or food service supervisor he/she shall be compensated for such duties at \$22. per single day extra; for two or more consecutive days the rate shall be \$25. per day extra. The senior employee on the shift will eligible.
 - a. Substitute custodians and substitute food service workers will be paid at a rate determined by the Board of Education.
 3. Holidays
 - a. There shall be fourteen (14) paid holidays per school year for custodians provided they shall not be in conflict with the established school calendar. In this case, a holiday will be scheduled at the closest similar time during a regular school vacation period and be consistent for all employees.
 - b. Holidays shall be July 4, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Good Friday, Easter Monday and Memorial Day.
 - c. If any of the above named holidays shall fall on a Saturday, it shall be celebrated on Friday. If it falls on a Sunday, it shall be celebrated on Monday.
 - d. The Board of Education shall have the unlimited right to utilize substitute personnel for all holidays.
 4. Custodians, housekeepers, maintenance workers and night watchmen shall be scheduled to have one half hour for lunch/dinner and two fifteen minute breaks per day included in forty hour work week. All breaks and lunch/dinner will be held on the worksite. Management will schedule two fifteen minute breaks per day.
- C. Aides and permanent substitutes:
1. The work day shall not exceed the student day by more than forty-five minutes.
 2. The work year shall not exceed 185 days.
 3. Aides and permanent substitutes shall have a duty free lunch period of at least thirty minutes and shall have two fifteen minute breaks per day.
 4. The rate of pay shall be calculated on 200 days per year.
 5. When an appropriately certified aide is required by the Principal to assume the duties of a teacher by teaching a class for a period of at least one marking period, that aide shall be compensated for such duties at the rate of twelve (\$12.) per class. Payment to that aide shall be made at midyear and on the last day of the school year.

- D. Food Service Workers:
1. The work day for Class A employees shall not exceed six and one-half hours per work day. The work day for Class B employees shall not exceed five and one-half hours per work day.
 2. The work year for food service, cooks and bakers, assistant cook and satellite coordinator shall not exceed 185 days per year. The rate of pay shall be calculated by multiplying the appropriate hourly rate times either 6 ½ or 5 ½ hours per day, times 200 days per year.
 3. If required to work for extra curricular activities such as banquets, dinners, and school affairs, said employees shall be compensated at time and one-half the hourly wage. If an activity occurs on a holiday, employees shall be compensated at two and one-half the hourly wage.
- E. Upon the effective date of this agreement, all employees holding a Black Seal license or a Pesticide license will receive a payment of \$1,000 for 2014/15, \$1,000 for 2015/16 and \$1,000 for 2016/17 school years. The pesticide license payment will be only when used, and upon request. Other employees who secure such a license during this agreement will receive a prorated amount during the term of the contract.
- F. Semi-monthly salary to be as follows:
1. For full-time salaried employees and substitute employees:
 - a. First half of the month shall be paid on the 15th.
 - b. Second half of the month shall be paid on the 30th.
 - c. When a pay day falls on or during a school or legal holiday or a weekend, supportive staff shall secure their pay checks on the last previous working day, except that the last pay day in December shall be the last day school is in session for students.
 - d. Overtime shall be at one and one-half times the regular rate.
 - e. All food service workers who are members of the American School Food Service Association, and who have received certification from ASFSA shall be compensated an annual stipend of \$500.00 for the 2014/15 school year, \$500.00 for the 2015/16 school year, and \$500.00 for the 2016/17 school year, for the cost of travel, dues, registration, and credit costs in each year of this contract. Food service workers with a ServSafe certification will receive an annual stipend in the same amount as the ASFSA certification.”
 - f. Any person assigned to a position of greater responsibility shall be paid at the higher salary for the duration of the assignment (horizontal movement on this guide).
 - g. Meetings and in-service: All Education Support Personnel will be required to attend four (4) department level meetings/in-service training sessions per year. Such meetings may come after established working hours. The meetings are not to exceed one (1) hour each. No more than 2 meetings will take place during any marking period unless mutually agreed upon.

V. SENIORITY

A. Seniority is hereby established and defined as service in length of time by an appointed employee.

1. Seniority shall be one of the primary factors by which an employee shall be chosen in matters pertaining to time of vacation, and placing of an employee in a vacant or newly designated position by the Board of Education. If an employee accepts the new position, he shall have ninety working days of trial period for inside work and one hundred twenty working days for outside work. Upon the recommendation of the supervisor and the approval of the Board of Education, the employee shall hold the position as long as it exists, subject to review by the Board of Education.

2. Employees on Workmen's Compensation and or modified duty are ineligible to work overtime. Also employees in probationary status will be ineligible for overtime. Overtime and holiday work shall be assigned in the sole discretion of management to individuals based upon the individual's ability to perform the tasks required during said overtime and holiday work. Overtime assignment/distribution shall be based upon seniority in job classification or specific skill required.

All custodian, maintenance, housekeeper and grounds crew, day or evening shift, shall have the opportunity to accept or decline overtime assignments according to the rotation schedule. If an overtime assignment requires no special license (Black Seal), or job specific training, it will be offered to the entire department on a rotational schedule according to seniority. An employee who accepts or declines an overtime assignment shall have his/her name placed at the bottom of the overtime list. Rotational schedule for general custodial work shall include custodians, maintenance, and grounds crew.

If no person within the schedule voluntarily accepts overtime assignment then such work will be assigned. Refusal to work assigned overtime could result in disciplinary action.

3. An appointed employee shall lose all accumulated school district seniority only if he:

a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

b. Is laid off for more than twelve consecutive calendar months.

B. In the event of any reduction in the personnel of the Educational Support Personnel, the Board of Education will give due consideration to seniority status in determining which of the personnel shall be the first to be released provided, however, that all such determination shall be solely within the discretion of the Board of Education.

VI. INSURANCE PROTECTION

- A. The Board will provide coverage as set forth in the New Jersey School Employees Health Benefits Program (NJSEHBP) for NJ Direct15 and Aetna HMO, which includes the prescription benefit, or its equivalent, for the entire family in compliance with state statute Ch.78, P.L. 2011 and the negotiated contract. The Board shall provide a description of conditions and limits of coverage as listed above.
- B. Fringe Bank \$1,000 for duration of contract. Support Staff employees will pay \$50 per year as a service fee to administer the Health Reimbursement Account (Fringe Bank). The employee's Health Reimbursement Account Plan (Fringe Bank) is to be used for out-of-pocket medical expenses such as physician/hospital co-pays, deductibles, and coinsurance, dental expenses (including preventive dental coverage for dependent children under 14 years of age, which is mandated by the Affordable Care Act) , and vision expenses.
1. All first year Support Staff employees to the District will not be eligible for fringe bank benefits. Receipts for medical expenses during the first year of employment will not be eligible for reimbursement at any time.
 2. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods.
 3. Any unused funds from a given school may be only carried over one (1) school year.
- C. In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the New Jersey School Employees Health Benefits Program with the sole exception that a clause mandating a required second opinion for surgery may be included. In the event that a second opinion for surgery is mandated, the covered participant or dependant will be held harmless for any financial obligations resulting from the obtaining of said second opinion. Charges related to the mandatory second opinion will be the responsibility of the insurance carrier or the Board.

VII. VACATION

- A. Custodians, Night Watchmen, and Maintenance Workers
1. Custodians, night watchmen, and maintenance workers shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is taken.
 2. Vacation dates shall be selected by employees according to seniority, subject to the approval of the Superintendent of Schools. Vacation dates for one or two weeks shall be submitted to the Superintendent of Schools or his/her designee 3 months prior to vacation. Employees requesting two to four consecutive vacation days must submit the request in writing seven days prior to the vacation. In case of emergency these timelines can be bypassed following a discussion with the Superintendent of Schools or his/her designee.
 3. Only two employees may be on vacation at one time.
 4. All full-time employees with one year's service will receive two weeks vacation.
 5. After five years of service, employees shall receive three weeks vacation; after ten years of service, nineteen days vacation.

6. If a holiday falls within a requested vacation, the holiday shall not count as a vacation day.
7. In the event that a person, while on vacation, shall become legitimately sick, he/she shall make application to the Board of Education to use his/her sick leave instead of vacation time and the Board of Education shall render a final determination to such application.
8. Unused vacation shall be accumulated for a period of one (1) year.

VIII. SICK LEAVE AND LEAVE OF ABSENCE

A. All twelve month employees covered by this agreement shall be entitled to twelve sick leave days, as of July 1st of each year. All ten month employees covered by this agreement shall be entitled to ten sick leave days as of September 1st of each school year. Unused sick leave days shall be accumulated without limit from year to year. After three consecutive sick leave days, a doctor's certificate will be required by the Superintendent.

1. Attendance incentive:

10 month	no sick days	\$300.
10 month	no sick or personal days	\$400.
12 month	no sick days	\$400.
12 month	no sick or personal days	\$500.

Staff members out of work due to workers compensation for 7 days or less, but who otherwise fulfill the requirements for perfect attendance as mentioned above, shall receive the full bonus.

Persons out of work due to workers compensation for more than 7 days, but who otherwise fulfill the requirements for perfect attendance as mentioned above, shall receive a prorated share of the bonus, based upon a 185 day school year for 10 month employees, and a 240 day school year for 12 month employees. As an example, a 10 month employee on workers compensation for 45 days would receive 75.7% (140 divided by 185) of the appropriate bonus.

Anyone requesting and receiving unpaid leaves of absence, including all types of military service, shall not be eligible for the attendance bonus.

B. Notification of Sickness:

1. It shall be considered notification of sickness to have contacted the appropriate supervisor, or his representative, at his residence during the night hours for sickness involving the next working day, and the school office during the day, preferably two hours in advance of the intended work shift, during the day hours. When the supervisor cannot be contacted during the day, notification at the school office shall constitute notification of the supervisor, with the message being relayed by the school office to the supervisor in such instance. Head Custodians are to contact the Supervisor of Buildings and Grounds to notify him/her of an absence. If the Supervisor of Buildings and Grounds is not available, notification should be made to the Business Administrator. Any and all absences must be reported in advance with as much notice as possible. Procedures for doing this shall be provided to all employees by their Supervisor annually.

C. Other Leaves:

1. Personal Leave: First year of service – one personal day, second year of service – two personal days, three or more years of service – three personal days. Present staff would continue to be granted three personal days, or the appropriate number of days based upon their initial date of employment. Beginning July 1, 1993, all new full-time personnel – first year of service – 0 personal days, second year of service – 1 personal day, third year of service through sixth year of service – 2 personal days, and beginning in the 7th year of service – 3 personal days. Personal leave days are to be utilized only for personal business, or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the work year, unused personal days will be converted to sick days and added to the allotment in “A” above. Application to the immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.
2. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency, or in the case of a religious holiday on which the tenets of a person’s religion require abstinence from work.
3. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.
4. If a sick day precedes or follows a personal day, or a holiday, a physician’s note will be required by the Superintendent or his/her designee.
5. No more than 5% of the staff may receive the same day off for personal leave. In cases which the last person(s) making the request have reached the 5% limitation, seniority within the system will be used to determine who will be granted the leave. In the event the 5% limitation is reached and someone requests an emergency personal day, the specific reason for such leave must be stated. The Superintendent has the discretion in those cases to approve or disapprove the leave requests. The Superintendent’s decision will be binding and not grievable under Article 3 of the Board of Education/Lower Cape May Regional Educational Support Personnel agreement.
6. Support Personnel may request and be granted one (1) travel day immediately preceding or immediately following a vacation or holiday period subject to the following conditions:
 - a. Requests for all personal leave preceding or following a holiday must be submitted 30 days in advance, subject to approval by the Superintendent. This will be managed on a first-come, first serve basis. The Superintendent has the discretion to approve or disapprove all leave requests. The Superintendent’s decision will be non-arbitable.
 - b. No more than five staff members will receive this leave in any one school year.
 - c. An individual support staff member may use this option only one time every three years.
 - d. The use of this day will result in the loss of one personal day. If no personal days remain, a support staff member may not use this day.
 - e. No use of a personal day may precede or follow a travel day.

- f. The first and last days of school may not be used as a travel day.
 - g. If a sick day precedes or follows a travel day, a physician's note will be required.
7. Critical Illness and Bereavement Leave
- a. A Support Staff employee shall be entitled to convert a maximum of five (5) accumulated sick days per year to critical illness time. Critical Illness is defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician, for members of the employee's immediate family defined as spouse, children, mother or father. In the event of more than one immediate family member being critically ill during the year, employees may request additional time, which is subject to denial by the Superintendent in accordance with the needs of the school system. The Superintendent's decision shall be non-arbitrable. Use of Critical Illness time will run concurrently with the Family Leave Act and Family Medical Leave Act.
 - b. Bereavement leave in the event of the death of an employee's family member defined as step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 3 days per occurrence. Bereavement leave in the event of death of an employee's father, mother, sister or brother, shall constitute up to 5 days excused leave per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.
 - c. In the event of a death of a close friend or other relative, employees may request one day of leave, which is subject to denial by the Superintendent in accordance with the needs of the school system. This day can only be used if no personal days remain. The Superintendent's decision shall be non-arbitrable.
8. Other leaves subject to terms may be granted by and in the sole discretion of the Board of Education.
9. Any employee using critical illness days will not be eligible for the attendance bonus.
- D. Any employee shall be entitled to notification of accumulated sick leave and unused vacation days on July 15th.
- E. Sick Leave Reimbursement:
Support staff members who retire from the district and qualify for pension in accordance with the provisions of the State of New Jersey Public Employees Retirement System reimbursement shall be made at the rate of 20% of his/her per diem after 10 years of service, 30% after 18 years of service (calculated at 1/240th for 12 month employees and 1/200th for ten month employees) and provided that the years of service have been completed in the Lower Cape May Regional School District.

IX. WORK SCHEDULE – CUSTODIANS, HOUSEKEEPERS, NIGHT WATCHMEN AND MAINTENANCE WORKERS

- A. For planning purposes and to maintain an orderly procedure the work schedule shall be posted for a two week period. Each new schedule shall be posted at least one week prior to the start of such schedule.
- B. For proper planning within the custodial staff, selection of prospective workers for the holiday period in which the custodians work shall be made at least two weeks in advance of the holiday period whenever possible.
- C. A list of substitutes shall be maintained by the Board of Education. Substitutes shall be assigned, if available, whenever any regular employee is absent. This provision shall apply only during the regular school calendar period.

X. UNIFORMS

- A. The Board will provide payment to all custodial/maintenance staff in the amount of \$375 for the purchase of work attire and appropriate shoes, which is to be suitable to the school environment and their school duties. All uniforms are to be worn in an appropriate manner. Cleaning and maintenance of uniforms shall be the responsibility of the individual custodian, housekeeper, and night watchman, and shall be kept clean, neat, and in good repair at all times. Any employee not wearing the proper uniform (including boots) at any time, including the summer, will be subject to disciplinary action, as well as not receiving reimbursement for boots the following year. Employees may be out of uniform with permission of supervisor for certain jobs. During the summer, and on days when school is not in session, the Supervisor of Buildings and Grounds may okay “not wearing uniforms” for certain job assignments.
- B. Each food service worker is to be provided four (4) smocks and reimbursed for four (4) pair of slacks to be worn at all times while on school functions. The cost and type of slack will be specified by the Business Administrator or his/her designee. Cleaning and maintenance of the entire uniform shall be the responsibility of the individual food service worker and shall be kept clean, neat, and in good repair at all times. Receipts for reimbursement shall be presented to the Food Service Supervisor five (5) days prior to the Board of Education meeting in September for reimbursement by September 30th. At certain times of the school year, at the sole discretion of the Food Service Supervisor, food service workers will be permitted to alter their normal attire. They type and color of this attire will also be at the discretion of the Food Service Supervisor.
- C. The Board of Education shall reimburse each food service worker for work shoes. Work shoes for food service workers will not exceed \$75.00 per employee for each school year. Said employee must submit a receipt no later than December 1st of each school year. Payment date shall be on or before December 31st.
- D. No uniform will be purchased or reimbursement for work shoes will be made until a probationary period (90/100 days) has been successfully completed.
- E. Grounds Crew, Maintenance and Day Custodians assigned to outdoor work every day shall be provided with one outside jacket by the Board of Education during the life of the agreement.

XI. SAFETY STANDARDS

- A. Safety standards will be updated yearly to conform to PEOSHA and Lower Township Fire Marshall Code regulations.
- B. The foregoing shall not preclude the introduction of further safety standards.

XII. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Either party, if it so desires, may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations
- B. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, PL of 1974, as amended and supplemented in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment.
- C. Should a mutually acceptable amendment to the agreement be negotiated by the parties, it shall be reduced to writing and submitted to both the Association and the Board of Education for final adoption; be signed by the Board of Education and the Association and be adopted by the Board of Education.

XIII. SAVINGS CLAUSE

- A. If any provision of the agreement is, or shall be at any time contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of the agreement shall continue in effect.

XIV. MISCELLANEOUS

- A. Whenever an employee is required to use his/her own vehicle, off school grounds, on school business, he/she shall be reimbursed at the current IRS rate. Employees are expected to use their own vehicles to travel on school grounds without reimbursement. School grounds shall be defined as High School, Teitelman School, Administration Building, and Athletic Fields. Occasionally an employee may be asked to transport small packages or several cases of paper with him/her on these trips, however, if he/she feels the package is too large, or may damage the vehicle, he/she shall have the right to decline.
- B. Copies of the agreement shall be provided by the Board of Education, and presented to all employees now employed or hereafter employed.
- C. The Board of Education will make every reasonable effort to employ a substitute for any member of the Educational Support Personnel who is unable to work. If a full-time cafeteria worker is utilized to fill in for fellow absent employee in a higher job classification, that employee shall be paid the difference in the hourly rate for that amount of time. A substitute, if available, may be called in to assist with a heavy work load for at least four hours for an absent member of the staff. A substitute shall only be used as a food service worker. If a cafeteria employee in a higher paid category is absent, a full-time food service worker shall be upgraded and a substitute shall be assigned as the food service worker, unless no qualified food service worker is available.
- D. Any notice of vacancies shall be supplied to the president of the association and will be posted in each building within three days of the creation of the vacancy by the Board of Education.
- E. Each employee shall receive a written evaluation from his/her supervisor at least once per school year.
 - 1. Said employee shall have the right to write a rebuttal and have it attached to the original evaluation and placed in his/her personnel file.

- F. Upon the recommendation of the immediate supervisor, as well as the Superintendent, the Board of Education will pay the tuition costs for 3 credits per employee per year at Rowan State College tuition rate for job-related classes upon receiving evidence of satisfactory completion of classes ("B" or better for letter graded classes). An employee may take an additional, second three credit course if that course directly relates to his/her job, pending the approval of the Superintendent. The decision of the Superintendent is not grievable.
 - 1. The application for reimbursement shall be made on the form appearing in Appendix E. If the supportive staff member does not agree with the reasons for denial of said application, he/she may appeal his/her decision to the Board of Education.
- G. Any physical examinations required after initial hiring shall be paid by the Board of Education.
- H. Whenever student attendance is not required due to snow or other emergency conditions, attendance shall not be required of ten month employees. 12 month employees are required to work when there is a snow day or other emergency. Report times for such days may be altered at the discretion of the Superintendent.
- I. Each employee may elect to have a percentage of his/her salary deducted from his/her pay to be direct deposited with ABCO or another credit union. After the direct deposit, the Board has no other fiduciary responsibility.
- J. Food service workers shall receive a fifteen minute break during the a.m. in accordance with present and past practice.
- K. The association shall have the right to use the facilities for purposes of Support Staff Association meetings as long as it does not interfere with the needs of the school system. Any use of equipment must be approved by the Business Administrator in advance.
- L. Maternity leave shall be granted in accordance with prevailing rules, regulations and laws in the State of New Jersey.
- M. Whenever any employee is required to appear before the Board of Education or any authorized committee or representative of the Board of Education concerning any matter which adversely affects the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview.
- N. The Board of Education agrees to pay for registration fees, transportation, meals and other reasonable expenses incurred by employees as a result of workshops, conferences or similar job related meetings or affairs at which the employee's attendance is required or mutually agreed to by the employee and the Board of Education. All expenses are to be pre-approved by the Superintendent.

XV. AGENCY SHOP

- A. If any employee represented by the Education Support Personnel does not become a member of the Education Support Personnel during any contract year (July 1st – June 30th) he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Educational Support Personnel to its own members up to the maximum amount allowed by law which is presently set at 85%.
1. During the membership year, the Educational Support Personnel will submit to the Board of Education, or its representative, a list of those employees who have not become members of the Educational Support Personnel. The Board of Education shall deduct from the salaries of said employee the same amount specified above and transmit the amount so deducted to the Education Support Personnel. It is understood that said deductions shall be done in as nearly as possible equal installments.
 2. If an employee who is required to pay the representation fee terminates his/her employment with the Board of Education before the full fee has been paid, the Board of Education shall deduct the balance owed from the last paycheck of said employee.
 3. The Educational Support Personnel will indemnify and hold the Board of Education harmless against any and all claims, demands, suits and other liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board of Education in conformance with his provision.

XVI. EMPLOYEE DISCIPLINE RULES

All employees will be responsible for following all of the requirements of their job description, all rules and regulations promulgated by their department and all policies, practices and regulations of the school district. Discipline of the employee will depend on the particular infraction and will generally be progressively applied. Any such action asserted by the Board of Education or any agent thereof shall be subject to the grievance and just cause provisions of this contract.

APPENDIX "A"

Custodial/Maintenance Salary Guide 2014-2015 for staff hired prior to March 26, 2015

Step	Head Custodian	Maintenance	Custodian
1	38,752	38,352	37,252
2	39,352	38,952	37,852
3	39,952	39,552	38,452
4	40,552	40,152	39,052
5	41,152	40,752	39,652
6	41,752	41,352	40,252
7	42,552	42,152	40,992
8	43,352	42,952	41,732
9	44,152	43,752	42,472
10	44,952	44,552	43,212
11	45,752	45,352	43,952
12	46,552	46,152	44,692
13	47,352	46,952	45,432
14	48,152	47,752	46,172
15	48,952	48,552	46,912
16	49,752	49,352	47,652

Custodial/Maintenance Salary Guide 2015-2016 for staff hired prior to March 26, 2015

Step	Head Custodian	Maintenance	Custodian
1	39,787	39,387	38,287
2	40,387	39,987	38,887
3	40,987	40,587	39,487
4	41,587	41,187	40,087
5	42,187	41,787	40,687
6	42,787	42,387	41,287
7	43,587	43,187	42,027
8	44,387	43,987	42,767
9	45,187	44,787	43,507
10	45,987	45,587	44,247
11	46,787	46,387	44,987
12	47,587	47,187	45,727
13	48,387	47,987	46,467
14	49,187	48,787	47,207
15	49,987	49,587	47,947
16	50,787	50,387	48,687

APPENDIX "A" Continued

Custodial/Maintenance Salary Guide 2016-2017 for staff hired prior to March 26, 2015

Step	Head Custodian	Maintenance	Custodian
1	40,942	40,542	39,442
2	41,542	41,142	40,042
3	42,142	41,742	40,642
4	42,742	42,342	41,242
5	43,342	42,942	41,842
6	43,942	43,542	42,442
7	44,742	44,342	43,182
8	45,542	45,142	43,922
9	46,342	45,942	44,662
10	47,142	46,742	45,402
11	47,942	47,542	46,142
12	48,742	48,342	46,882
13	49,542	49,142	47,622
14	50,342	49,942	48,362
15	51,142	50,742	49,102
16	51,942	51,542	49,842

Custodial/Maintenance Salary Guide 2014-2017 for staff hired AFTER March 26, 2015

Step	Head Custodian	Maintenance	Custodian
1	31,000	29,500	27,500
2	31,838	30,400	28,438
3	32,671	31,300	29,371
4	33,504	32,200	30,304
5	34,337	33,100	31,237
6	35,170	34,000	32,170
7	36,003	34,900	33,103
8	36,836	35,800	34,036
9	37,669	36,700	34,969
10	38,502	37,600	35,902
11	39,335	38,500	36,835
12	40,168	39,400	37,768
13	41,001	40,300	38,701
14	41,834	41,200	39,634
15	42,667	42,100	40,567
16	43,500	43,000	41,500

APPENDIX "B"

Food Service Salary Guide 2014-2015

Step	Salary			Hourly Rate		
	Food Server	Ass't Cook	Cook	Food Server	Ass't Cook	Cook
1	18,020	18,275	21,300	16.38	16.61	16.38
2	18,260	18,515	21,615	16.60	16.83	16.63
3	18,500	18,755	21,930	16.82	17.05	16.87
4	18,740	18,995	22,245	17.04	17.27	17.11
5	18,980	19,235	22,560	17.25	17.49	17.35
6	19,220	19,475	22,875	17.47	17.70	17.60
7	19,460	19,715	23,190	17.69	17.92	17.84
8	19,700	19,955	23,505	17.91	18.14	18.08
9	19,940	20,195	23,820	18.13	18.36	18.32
10	20,180	20,435	24,135	18.35	18.58	18.57
11	20,420	20,675	24,450	18.56	18.80	18.81
12	20,660	20,915	24,765	18.78	19.01	19.05
13	20,900	21,155	25,080	19.00	19.23	19.29
14	21,140	21,395	25,395	19.22	19.45	19.53
15	21,380	21,635	25,710	19.44	19.67	19.78
16	21,620	21,875	26,025	19.65	19.89	20.02

Food Service Salary Guide 2015-2016

Step	Salary			Hourly Rate		
	Food Server	Ass't Cook	Cook	Food Server	Ass't Cook	Cook
1	18,490	18,745	21,770	16.81	17.04	16.75
2	18,730	18,985	22,085	17.03	17.26	16.99
3	18,970	19,225	22,400	17.25	17.48	17.23
4	19,210	19,465	22,715	17.46	17.70	17.47
5	19,450	19,705	23,030	17.68	17.91	17.72
6	19,690	19,945	23,345	17.90	18.13	17.96
7	19,930	20,185	23,660	18.12	18.35	18.20
8	20,170	20,425	23,975	18.34	18.57	18.44
9	20,410	20,665	24,290	18.55	18.79	18.68
10	20,650	20,905	24,605	18.77	19.00	18.93
11	20,890	21,145	24,920	18.99	19.22	19.17
12	21,130	21,385	25,235	19.21	19.44	19.41
13	21,370	21,625	25,550	19.43	19.66	19.65
14	21,610	21,865	25,865	19.65	19.88	19.90
15	21,850	22,105	26,180	19.86	20.10	20.14
16	22,090	22,345	26,495	20.08	20.31	20.38

APPENDIX "B" Continued

Food Service Salary Guide 2016-2017

Step	Salary			Hourly Rate		
	Food Server	Ass't Cook	Cook	Food Server	Ass't Cook	Cook
1	18,980	19,235	22,260	17.25	17.49	17.12
2	19,220	19,475	22,575	17.47	17.70	17.37
3	19,460	19,715	22,890	17.69	17.92	17.61
4	19,700	19,955	23,205	17.91	18.14	17.85
5	19,940	20,195	23,520	18.13	18.36	18.09
6	20,180	20,435	23,835	18.35	18.58	18.33
7	20,420	20,675	24,150	18.56	18.80	18.58
8	20,660	20,915	24,465	18.78	19.01	18.82
9	20,900	21,155	24,780	19.00	19.23	19.06
10	21,140	21,395	25,095	19.22	19.45	19.30
11	21,380	21,635	25,410	19.44	19.67	19.55
12	21,620	21,875	25,725	19.65	19.89	19.79
13	21,860	22,115	26,040	19.87	20.10	20.03
14	22,100	22,355	26,355	20.09	20.32	20.27
15	22,340	22,595	26,670	20.31	20.54	20.52
16	22,580	22,835	26,985	20.53	20.76	20.76

APPENDIX "C"**Aides Salary Guide 2014-2015**

Step	Non Certified	County Certified	State Certified
1	17,844	18,119	18,229
2	18,144	18,419	18,529
3	18,444	18,719	18,829
4	18,744	19,019	19,129
5	19,369	19,644	19,754
6	19,994	20,269	20,379
7	20,619	20,894	21,004
8	21,244	21,519	21,629
9	21,869	22,144	22,254
10	22,494	22,769	22,879
11	23,119	23,394	23,504
12	23,744	24,019	24,129
13	24,369	24,644	24,754
14	24,889	25,164	25,274
15	25,289	25,564	25,674
16	25,689	25,964	26,074

***NOTE: Staff currently on Step 16 of the guide will be compensated an additional \$450.00 in each of the contract years.

Aides Salary Guide 2015-2016

Step	Non Certified	County Certified	State Certified
1	17,931	18,206	18,316
2	18,231	18,506	18,616
3	18,531	18,806	18,916
4	18,831	19,106	19,216
5	19,456	19,731	19,841
6	20,081	20,356	20,466
7	20,706	20,981	21,091
8	21,331	21,606	21,716
9	21,956	22,231	22,341
10	22,581	22,856	22,966
11	23,206	23,481	23,591
12	23,831	24,106	24,216
13	24,456	24,731	24,841
14	25,056	25,331	25,441
15	25,456	25,731	25,841
16	25,856	26,131	26,241

***NOTE: Staff currently on Step 16 of the guide will be compensated an additional \$450.00 in each of the contract years.

Aides Salary Guide 2016-2017

Step	Non Certified	County Certified	State Certified
1	18,039	18,314	18,424
2	18,339	18,614	18,724
3	18,639	18,914	19,024
4	18,939	19,214	19,324
5	19,569	19,844	19,954
6	20,199	20,474	20,584
7	20,829	21,104	21,214
8	21,459	21,734	21,844
9	22,089	22,364	22,474
10	22,719	22,994	23,104
11	23,349	23,624	23,734
12	23,979	24,254	24,364
13	24,609	24,884	24,994
14	25,209	25,484	25,594
15	25,609	25,884	25,994
16	26,009	26,284	26,394

*****NOTE:** Staff currently on Step 16 of the guide will be compensated an additional \$450.00 in each of the contract years.

APPENDIX "D"

**LOWER CAPE MAY REGIONAL EDUCATION SUPPORT PERSONNEL
GRIEVANCE REPORT**

Grievance number _____

Step I

A. Date cause of grievance occurred: _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature: _____ Date: _____

C. Disposition by Principal or Immediate Supervisor: _____

D. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Step II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Step III

A. Date submitted to Board of Education or Designee: _____

B. Disposition of Board of Education: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

Step IV

A. Date submitted to Arbitration: _____

B. Disposition and aware of Arbitrator: _____

Signature: _____

Date: _____

APPENDIX "E" – APPLICATION FOR CLASS REIMBURSEMENT

Name: _____

Position: _____

School: _____

Date: _____

Name of class that reimbursement is being applied for: _____

Institution offering the above class: _____

Purpose for taking class: _____

Cost of class: _____

Approved by immediate supervisor: _____

Reasons if not approved: _____

Date: _____

Approved by Superintendent: _____

Reasons if not approved: _____

Date: _____

Board of Education Action: _____

DURATION OF AGREEMENT

This agreement shall be effective as of the date of signing this agreement and shall continue in effect until June 30, 2017, and subject to the Educational Support Personnel's right to negotiate over a successor agreement as provided in Article XII. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

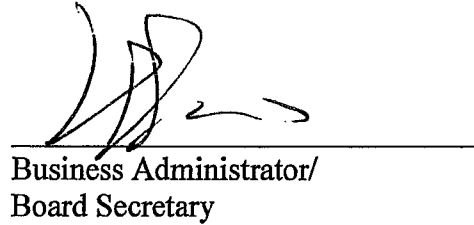
LOWER CAPE MAY REGIONAL:

President



President, Board of Education

Vice President

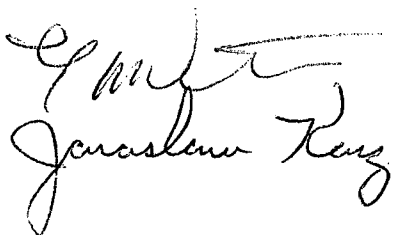


Business Administrator/
Board Secretary

Date

Date

3/20/15


Janashaw King

3/20/15
3/20/15

