

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, satellite coordinator, 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.

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 this 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

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 other 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 and two and one-half times their daily rate for holidays.
 - 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). Advertise for volunteers and make assignments. If no volunteers exist current employees will not be assigned during the term of this contract. For all employees hired after July 1, 1989, assignments will be made on a voluntary basis.
 - (2). In the event that there are no volunteers assignments will be made by seniority, and the ability to perform assigned duties.
 - (3). Any custodial/maintenance personnel called in for over-time, 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 supervisor of buildings and grounds, night supervisor or food service supervisor he/she shall be compensated for such duties at \$20. per single day extra; for two or more consecutive days the rate shall be \$22. per day extra. The senior man/woman on the shift will be eligible.
 - a. Substitute custodians 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. During the 2002/03 school year, the Board of Education can utilize substitute personnel on holidays for the 4:00 p.m. – 12:00 a.m. shift, and the 12:00 a.m. – 8:00 a.m. shift. Starting with the 2003/04 school year, the Board shall have the unlimited right to utilize substitute personnel for all holidays.
 - 4. Custodians, housekeepers, maintenance workers and night watchmen shall have one half hour for lunch included in forty hour work week and two fifteen minute breaks per day.
All employees will stay on-site for all 15 minute breaks. Employees may leave site for lunch/dinner breaks. If an employee leaves the site for lunch/dinner break, they will punch out and punch back in upon return.
- 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 ten (\$10) 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 \$850. for the 2005/06 school year, and \$900. for the 2006/07 and 2007/08 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. Compensation for the work on days established as holidays in Article IV shall be at the rate of two and one-half times regular rate (1/240th of annual salary). Other 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 \$350.00 for the 2005/2006 school year, \$400.00 for the 2006/2007 school year, and \$450.00 for the 2007/2008 school year, for the cost of travel, dues, registration, and credit costs in each year of this contract.
- 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 Educational 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. 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 custodial, 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.

- a. Overtime is to be paid.
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 of Education will assume the cost of the coverage as set forth in the New Jersey State Health Benefits Program, or its equivalent, for the entire family. Said coverage includes Blue Cross, Blue Shield, Rider J., and Major Medical or its equivalent. Persons enrolled in any non-NJ Plus plan will be eligible for \$150. of Fringe Bank coverage beginning July 1, 2005. Beginning in the 1996/97 school year, all new hires selecting traditional coverage shall pay the difference between the traditional and PPO/HMO rates. If the Board of Education changes to another health benefits provider, a mandatory second opinion on surgery provision is to be included.
- B. The Board of Education shall provide a description of conditions and limits of coverage as listed above.
- C. Beginning July 2005, for the participants of NJ Plus only, the Board of Education shall create an account of \$900.00 for the 2005/06 and 2006/07 school years, and \$925. for the 2007/08 school year, which shall be for the purpose of reimbursing each full time employee covered by this agreement for any medical expenses for himself/herself or his/her family which is not covered by any other insurance provided herein. 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. Any unused funds from a given school year may only be carried over one (1) school year. Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30th and/or May 30th. Payment dates shall be on or before December 30th and on or before June 30th.

All first year 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.

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 and may be, at any time during the contract year, subject to the approval of the Superintendent of Schools.
 - 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. Any holiday falling within a person's vacation period will automatically extend the vacation by one day to compensate for the holiday.
 - 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.

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 the 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. Critical Illness and Bereavement Leave
 - a. Critical Illness 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, father, sister, brother, grandchildren and grandparents shall constitute an excused absence of up to 5 days per occurrence. Critical illness of in-laws shall constitute up to 5 days leave per year. In the event of more than one in-law being critically ill, 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.

- b. Bereavement leave in the event of the death of an employee's immediate family member defined as father, mother, sister, brother, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 5 days 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.

- 7. Other leaves subject to terms may be granted by and in the sole discretion of the Board of Education.
- 8. 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 1st.

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 shall purchase and provide all uniforms. There shall be no increase in the number of uniforms (4). In case of extreme disrepair, an employee may request an additional uniform from the Business Administrator. The decision of the Business Administrator shall be final and non-arbitrable. 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 Assistant Superintendent or his 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 October 31st.

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. The 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 custodian, housekeeper, night watchman, maintenance person and food service worker for work shoes. Work shoes for maintenance workers, custodians, and housekeepers, will not exceed \$110.00 per employee for each school year. 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 employees shall be provided with one outside jacket during the life of this agreement. Said jacket will be provided by the Board of Education.

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 each 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 Board of Education's acceptance of the resignation.
- 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 personal 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.
- I. Ten-month employees shall have the option of having a percentage of their pay withheld for the purpose of summer reserve pay and said monies shall be paid to said employees in four as nearly equal payments as possible.
- 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 and the equipment within the school system as long as it does not interfere with the needs of the school system.
- 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 Educational Support Personnel does not become a member of the Educational 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 for the current year. The Board of Education shall deduct from the salaries of said employees the same amount specified above and transmit the amount so deducted to the Educational 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 this 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 Salary Guide 2002 - 2005

Step	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>	<u>03/04</u>
1	25,792.	27,127.	28,135.	25,065	26,376.	27,384.	23,926.	25,237.	26,245.	14,490.	15,801.
2	26,092.	27,427.	28,910.	25,365.	26,676.	28,159.	24,226.	25,537.	27,020.	15,140.	16,101.
3	26,891.	27,727.	29,210.	26,137.	26,976.	28,459.	24,959.	25,837.	27,320.	15,565.	16,401.
4	27,690.	28,526.	29,534.	26,909.	27,748.	28,759.	25,692.	26,570.	27,620.	15,990.	16,826.
5	28,489.	29,325.	30,333.	27,681.	28,520.	29,531.	26,425.	27,303.	28,353.	16,415.	17,251.
6	29,288.	30,124.	31,132.	28,453.	29,292.	30,303.	27,158.	28,036.	29,086.	16,840.	17,676.
7	30,087.	30,923.	31,931.	29,225.	30,064.	31,075.	27,891.	28,769.	29,819.	17,265.	18,101.
8	30,886.	31,722.	32,730.	29,997.	30,836.	31,847.	28,624.	29,502.	30,552.	17,690.	18,526.
9	31,685.	32,521.	33,529.	30,769.	31,608.	32,619.	29,357.	30,235.	31,285.	18,115.	18,951.
10	32,484.	33,320.	34,328.	31,541.	32,380.	33,391.	30,090.	30,968.	32,018.	18,540.	19,376.
11	33,283.	34,119.	35,127.	32,313.	33,152.	34,163.	30,823.	31,701.	32,751.	18,965.	19,801.
12	34,082.	34,918.	35,926.	33,085.	33,921.	34,929.	31,556.	32,392.	33,400.	19,390.	20,226.
13	35,312.	36,148.	37,156.	34,280.	35,116.	36,124.	32,696.	33,532.	34,540.	19,815.	20,651.
14	35,804.	36,640.	37,648.	34,758.	35,594.	36,602.	33,152.	33,988.	34,996.	20,240.	21,076.
15	36,050.	36,886.	37,894.	34,997.	35,833.	36,841.	33,380.	34,216.	35,224.	20,665.	21,501.
16	36,542.	37,378.	38,386.	35,475.	36,311.	37,319.	33,836.	34,672.	35,680.	21,091.	21,927.

- A. The work year for Housekeepers shall be 190 days per school year.
- B. Housekeepers are not required to work on school calendar holidays.

APPENDIX "B"

Food Service Salary Guide 2002 - 2005

Step	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>
1	11,005.	11,597.	12,204.	11,335.	11,917.	12,534.	13,512.
2	11,225.	11,807.	12,424.	11,555.	12,137.	12,754.	13,902.
3	11,445.	12,027.	12,644.	11,775.	12,357.	12,974.	14,162.
4	11,665.	12,247.	12,864.	11,995.	12,577.	13,194.	14,292.
5	11,885.	12,467.	13,084.	12,215.	12,797.	13,414.	14,682.
6	12,105.	12,687.	13,304.	12,435.	13,017.	13,634.	14,942.
7	12,325.	12,907.	13,524.	12,655.	13,237.	13,854.	15,202.
8	12,545.	13,127.	13,744.	12,875.	13,457.	14,074.	15,462.
9	12,765.	13,347.	13,964.	13,095.	13,677.	14,294.	15,722.
10	12,985.	13,567.	14,184.	13,315.	13,897.	14,514.	15,982.
11	13,205.	13,787.	14,404.	13,535.	14,117.	14,734.	16,242.
12	13,425.	14,007.	14,624.	13,755.	14,337.	14,954.	16,502.
13	13,954.	14,536.	15,153.	14,300.	14,882.	15,499.	17,156.
14	14,165.	14,747.	15,364.	14,518.	15,100.	15,717.	17,417.
15	14,271.	14,853.	15,470.	14,627.	15,209.	15,826.	17,548.
16	14,482.	15,064.	15,681.	14,845.	15,427.	16,044.	17,810.

- A. The work year for Food Service Workers, Cooks, Bakers, Assistant Cooks, and Satellite Coordinators, should not exceed 185 days per year during this contract.

- B. Personnel performing "a la carte" responsibility will be paid on the Assistant Cook's scale.

APPENDIX “C”

Aides Salary Guide 2002 - 2005

Step	Non-Certified			County Certified			
	State Certified						
	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>02/03</u>
1	13,738.	14,342.	14,970.	13,988.	14,592.	15,220.	14,088.
2	14,038	14,642.	15,270.	14,288.	14,892.	15,520.	14,388.
3	14,663.	14,942.	15,570.	14,913.	15,192.	15,820.	15,013.
4	15,288.	15,567.	15,870.	15,538.	15,817.	16,120.	15,638.
5	15,913.	16,192.	16,495.	16,163.	16,442.	16,745.	16,263.
6	16,538.	16,817.	17,120.	16,797.	17,076.	17,379.	16,888.
7	17,163.	17,442.	17,745.	17,413.	17,692.	17,995.	17,513.
8	17,788.	18,067.	18,370.	18,038.	18,317.	18,620.	18,138.
9	18,413.	18,692.	18,995.	18,393.	18,672.	18,975.	18,763.
10	19,038.	19,317.	19,620.	19,288.	19,567.	19,870.	19,388.
11	19,663.	19,942.	20,245.	19,913.	20,192.	20,495.	20,013.
12	20,288.	20,567.	20,870.	20,538.	20,817.	21,120.	20,638.
13	20,913.	21,192.	21,495.	21,163.	21,442.	21,745.	21,263.
14	21,727.	21,856.	22,159.	21,839.	22,118.	22,421.	21,944.
15	21,975.	22,179.	22,557.	22,245.	22,524.	22,827.	22,353.
16	22,240.	22,519.	22,822.	22,515.	22,794.	23,097.	22,625.

MICROHOST AIDE AND PERMANENT SUBSTITUTES – ADDITIONAL \$1,700.00 ABOVE THE APPROPRIATE STEP

*When the current High School Microhost Aide leaves or retires, this additional stipend shall be null and void for the specific position

APPENDIX "D"

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

Grievance number _____

Step 1

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, 2005, 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

September 28, 1999

The work day for food service employees Class A is six and one-half hours per work day, and five and one-half hours for Class B employees. At the present time, the High School cafeteria hours are: Cook 7:30 – 2:30; Assistant Cook – 8:00 – 2:00; General Food Service - 8:30 – 2:30.

Due to student dismissal, buses lined up for pick up and heavy traffic, it is agreed that employees that leave at 2:30 shall be on the floor to begin work ten minutes earlier and leave at 2:20 p.m.

It is also agreed that when in-service meetings are scheduled, that High School employees on that day shall report ten minutes later in A.M., as meetings are scheduled 2:30 to 3:30.

Food Service Director

Board Secretary/Business Administrator

Support Staff President