



Agreement between
the
Delsea Regional School District
and the
Delsea Maintenance/Custodial Union
(District Council 71 Local 3574A)
for the period of 7/1/2015 through 6/30/2018

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PREAMBLE

This agreement entered into by the Board of Education of the Delsea Regional High School District ("Employer' or "Board"), and AFSCME District Council #71, and it's affiliate Local 3574-A, Delsea Maintenance/Custodial Union, ("Union") has its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

Section I
Articles Apply to All Employees Represented by the
Delsea Maintenance/Custodial Union

ARTICLE 1
RECOGNITION

- A. The Board of Education of the Delsea Regional High School District hereby recognizes AFSCME District Council #71, Local 3574-A, Delsea Maintenance/Custodial Union as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of all non-certified personnel under contract, whether on leave or on a per diem basis or hourly, including:
- | | |
|---------------------|------------------------|
| Custodial Staff | Shipping and Receiving |
| Grounds Crew | Day time support staff |
| Maintenance Workers | |
- B. For contract purposes only, unless otherwise indicated the term "maintenance/custodial staff" when used hereinafter in this Agreement, shall refer to all employees identified above and represented by AFSCME District Council #71, Local 3574-A, Delsea Maintenance/Custodial Union in the negotiations unit, and references to males shall include females.
- C. The Board will submit to the Union a list of all new employees who began their employment in a bargaining unit position within three working days of hire. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations should begin no later than one hundred and twenty days prior to the budget submission date of the public employer in the year the agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the Board and the Union.
- B. During negotiations, the Board and the Union shall present relevant dates, exchange points of view and make proposals and counterproposals. The Board shall make available to the Union for inspection all public records, data, and information of the school district.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. Negotiation Session
1. The Union and the Board shall submit a complete bargaining proposal for a successor agreement not later than December 1, of the appropriate year. if mutual agreement on all items has not been reached by May 31, the following options shall be available:
 - a. The time deadline may be extended by either party, or
 - b. Either party may declare an impasse concerning terms and conditions of employment. Upon declaration of an impasse, negotiations shall be resolved in accordance with Chapter 123, Public Laws 1974.
 2. During the negotiation period as many meetings as necessary will be held to reach agreement on the terms and conditions of employment.
 3. All meetings between the parties shall be mutually agreed upon.
 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Negotiations Committee of the Board and the Union, and be subject to the approval of a majority vote of both parties.
- E. Except as this agreement shall hereinafter otherwise specifically provide, on the effective date of this agreement, terms and conditions of employment applicable to employees covered by this agreement as established by the rules, regulations, or policies of the Board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted or applied

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

- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this agreement, with any organization other than the Union for the duration of this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- H. The Board and the Union each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.
- I. The Union agrees to distribute copies of this Agreement to the membership. The Board assumes no responsibility in this regard.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definitions:

- 1. A "grievance" is an allegation that a specific provision of this Agreement, a Board Policy or Administrative decision, that affects the terms and conditions of employment that have been violated except that the term "grievance" shall not apply to:
 - a. any matter for which a method of review is prescribed by law or
 - b. any rule or regulation of the State Commissioner of Education or
 - c. any by-law of the Board of Education except those that have been pre-empted by Section 13 of Chapter 123, Laws of 1974 or
 - d. any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone or
- 2. A "grievant" is an employee of the Union who files a grievance.
- 3. "Day" means work day.
- 4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
- 5. "Party in interest" is a person, agent, or agency with an interest in the grievance.
- 6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedure, and witnesses as determined by the hearing officer, provided

requests for such are filed two (2) days prior to the hearing.

7. There shall be one (1) designated employee grievance representative representing the unit.

B. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure:

1. Time Limit - The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. Specified Time Limits -
 - a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
 - b. . Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. Processing:

1. Level 1-- Informal
 - a. A grievant shall discuss informally with his or her immediate supervisor any alleged violations of this Agreement in order to resolve the grievance.
 - b. The supervisor shall communicate his/her decision to the grievant within three (3) days after the initial discussion.

2. Level 2 - Formal

A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. An employee with a grievance shall first submit the grievance in writing to his/her immediate superior. The grievant may submit the grievance directly or through the Union's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form.

1. The nature of the grievance.
2. The section of the contract that is specifically violated.
3. The results of previous discussions, if any were held.

If the grievance is processed above Level 1, the grievant should note his/her dissatisfaction with the decision previously rendered.

The supervisor shall communicate his/her decision to the grievant in writing within five (5) days after receipt of the written grievance.

3. Level 3 - Formal – Superintendent

The grievant may appeal the supervisor's or first level supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within five (5) days of the receipt of the decision of the supervisor or first level supervisor. This appeal to the Superintendent must also be in writing and it must note the matters submitted to the supervisor as specified above and his/her dissatisfaction with decision previously rendered. The superintendent shall schedule a conference within ten (10) days following such a request and notify the grievant and the Union five (5) days prior to the conference date. Within (5) days after the conference is completed, the Superintendent shall communicate in writing to the parties in interest of his/her decision on the matter.

4. Level 4 –Board of Education

If the grievance is not resolved to the grievant satisfaction at the Superintendent's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) days after receipt of the Superintendent's decision. This request shall be submitted in writing to the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later. The decision of the Board will be final and binding.

E. General Provisions

1. Right of Representation - Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Union. The Union agrees to save the Board of Education harmless for any legal action or suit that may occur as a result of the Union's exercise of its rights in this paragraph.
2. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.
8. All records of grievance processing shall be filed separately.

**ARTICLE 4
UNIONS RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Union in response to reasonable requests from time-to-time all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the members, together with information which may be necessary for the Union to process any grievance or complaint.
- B. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal shall be notified at least three (3) days prior to the meeting of the time and place of such meetings and his/her approval shall be required.

**ARTICLE 5
EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize and join the Union for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, his/her participation in any activities of the Union and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No employee shall be disciplined, reprimanded, reduced in rank, title or compensation or deprived of any written or existing professional advantages without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

- D. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such Meeting or interview and shall be entitled to have a representative of the Union present to advise and represent him/her during such meeting or interview. Any suspension of an Employee pending charges shall be with or without pay pending final determination of the Same, and if the charge is dismissed, the person shall be reinstated immediately with full pay as of the time of such suspension as stated in Title 18A:6-14.

**ARTICLE 6
BOARD RIGHTS**

The Delsea Regional High School District Board of Education, on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey and of the United States to:

- a. direct employees of the school district;

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

ARTICLE 7 REPRESENTATION FEE

- A. The Board agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.93, as amended.
- B. A check-off shall commence for each employee who has signed a properly dated authorization card, supplied by the Union and verified by the Board Secretary, during the month following the filing of such card with the Board.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board. The filing notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. Beginning with the first full pay period in October, the Board will commence deductions (of the representation fee) from salaries of employees in accordance with paragraph 8 below and will promptly transmit the amount so deducted to the Union.

- G. Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the school year in question. The deductions will begin with the first paychecks:
1. In October; or thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in the bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.
- H. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- I. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of 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 in conformance with this provision.

**ARTICLE 8
TEMPORARY LEAVE OF ABSENCE**

- A. All employees shall be granted temporary leaves at full pay provided that they comply with the regulations, as stated in this Article.
- B. Bereavement Leave - An allowance of up to three (3) days shall be granted for death in the immediate family. The immediate family is defined as:
- | | | |
|-------------|---------------|---------------|
| Father | Mother | Spouse |
| Child | Brother | Sister |
| Grandparent | Father-in-law | Mother-in-law |
- Any legally domiciled member' of the immediate family

An allowance of (1) day shall be granted to attend the funeral of other blood relatives of the employee not listed above, as well as the following non-blood relatives:

- | | |
|----------------|-----------------|
| Brother-in-law | Sister-in-law |
| Son-in-law | Daughter-in-law |

- C. Personal Leave:
1. An employee may request up to three (3) days unchallenged personal leave per year. The request for personal leave will be made on the proper form.

2. The following regulations shall apply to the granting of all personal days:
 - a. The proper form must be filled out by the employee and submitted to the Superintendent's office and must be on file in the office of the Superintendent at least twenty-four (24) hours before the commencement of the leave.
 - b. No more than six (6) employees will be permitted to utilize personal leave on the same day.
 - c. Personal day approvals shall not border a national or school holiday.
 - d. Unused personal days shall be converted to sick leave days.
 - e. Employees may utilize personal leave in half day increments with three working days notice.
 - f. In cases of an extreme emergency, the employee shall call the appropriate immediate supervisor or designate. The proper form is to be executed immediately upon return.

D. Sick Leave

1. Each employee shall be entitled to twelve (12) days of sick leave per year* for twelve (12) month employees and ten (10) days of sick leave per year for ten (10) month employees. If the employee has worked for the district less than a full year, one (1) day of sick leave for each month of employment may be granted at the discretion of the Superintendent. Sick leave shall accumulate from year to year. This leave should be taken only in cases of illness which would interfere with the successful completion of employee responsibilities. In the cases of prolonged illness in excess of five (5) days, which will necessitate prolonged absence, it shall be necessary for the employee to submit a medical excuse from a doctor to the Office of the Superintendent. The Board reserves the right to validate medical evidence through the district's medical examining officer. If deemed necessary, the Board will assist in expediting the scheduling of appointments. A doctor's certificate may be required at the discretion of the Superintendent when a pattern of absences has been observed.
2. Sick leave may be utilized in $\frac{1}{2}$ day increments. The employee must work at least four (4) hours, exclusive of lunch.
3. Each employee will be provided with an accounting of the number of sick days such employee has at the end of the school year.
4. Absences without notice for three (3) consecutive days shall constitute a termination not in good standing.

ARTICLE 9
EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves are granted at the discretion of the Board. Requests for extended leaves are considered on a case-by-case basis. Written application for leave should be forwarded to the Superintendent no later than ninety (90) days before the requested start date of the leave. The application must indicate the date the leave is to commence, the reason for the leave and the length of the leave requested.
- B. No leave will be approved for more than one (1) calendar year at any one time. The Board will notify the employee of its decision no later than fifteen (15) days before the commencement of the employee's requested leave. If, after an employee has been granted a leave, the employee wishes to extend that leave, the request for an extension shall be made in writing to the Superintendent who will refer the request to the Board. The request for an extension of leave must be made at least forty-five (45) calendar days before the scheduled expiration of the existing leave period. Notice of intention to either return to employment or to resign shall be given to the Superintendent thirty (30) days prior to the expiration of the leave.
- C. In emergency situations, the employee should contact the Superintendent no later than fifteen (15) days before the commencement of the requested leave, or as soon as feasible under the circumstances. The Board will expedite consideration of emergency leave requests, provided there is appropriate notice and the request is properly processed in writing with the Superintendent.
- D. Leaves are without pay or benefits, except as may be required by law. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment. Employees seeking to continue their insurance coverage during leave must make that desire known to the Superintendent and arrange for premium payments prior to the start of the leave period.

E. The following types of extended leaves of absence are available:

1. Military Leave

Military leave without pay shall be granted in accordance with all applicable statutory requirements.

2. Disability Leave (Including Pregnancy Leave)

- a. An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after parturition, except that any such employee who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.
- b. The Board reserves the right to require an employee who requests an extended leave of absence that includes anticipated disability to commence and/or terminate the leave at times that insure continuity in the

district. No person who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability.

- c. An employee who anticipates a disability may request a leave of absence to commence before and to extend beyond the period of disability. Any such request shall be subject to Board discretion. An employee on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of absence.
- d. The Board, in its discretion may require a review and examination of the employee's condition by a Board selected physician as to the employee's fitness to continue in employment. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of the agreement. The opinion of a third unrelated physician, as selected by the parties, shall govern in cases of disagreement between the employee's physician and the Board selected physician as to the employee's medical condition.

3. Miscellaneous Leave

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

4. Leave Under The Family Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) or the employee is available to eligible employees pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
- b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 12 month period, The 12 month period commences with the beginning of the leave.
- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage *as if* the employee had continued in active employment.

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

(1) Leave for Maternity/ Child Rearing Purposes

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

(2)

Leave to Care for Family Member with Serious Health Condition

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

- e. An employee desiring to take leave in excess of the maximum 12 weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board. Generally leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of an individual case.
- f. No salary shall be paid to any employee on leave under the Family Leave Act, nor shall any rights or benefits accrue during the period of leave.
- g. The use of accumulated, sick days during a FMLA leave will be required in accordance with state statute (N.J.S.A. 18A:30-1 et seq.).
- h. Upon return to employment following leave under the Family Leave Act, the school shall offer the job held by the employee before going on leave or a substantially equivalent position, except as his/her entitlement to a position may have been affected by a reduction in force.
- i. The Board shall require the certification of the health care provider verifying the purpose of the requested family leave. In the event the Board doubts the validity of the certification, the employee shall obtain the opinion of a second health care provider approved by the Board. If the certification and opinion disagree, the employee shall, at Board expense, obtain an opinion from a third health care provider approved by both the employee and the Board.
 - ii. The opinion of the third health care provider shall be final and binding.

ARTICLE 10

SEVERANCE PAY FOR ACCUMULATED SICK LEAVE

Any unit member who completes fifteen (15) or more years of consecutive service or twenty (20) or more years of consecutive service and who has accumulated unused sick leave at retirement, will be eligible for this benefit. Retirement shall be defined as the completion of all retirement requirements for the processing of pension under the Public Employees Retirement System. Each employee with unused sick days at the time of retirement will be eligible for a reimbursement as follows with a maximum amount of \$15,000 for each participant

-\$40.00 per day for those with 20 or more years of consecutive service
-\$35.00 per day for those with 15 or more years of consecutive service

Should an employee, who would otherwise be eligible for retirement benefits, pass away anytime prior to retirement, severance payments shall be made to his/her estate.

ARTICLE 11 FULLY BARGAINED CLAUSE

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

ARTICLE 12 SEVERABILITY

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

ARTICLE 13 WORK CONTINUITY

The Delsea Maintenance/Custodial Union agrees that during the duration of this agreement, there shall be no strikes, work stoppages, or other concerted refusal to work by employees covered by this agreement.

ARTICLE 14 INSURANCE PROTECTION

1. The Board of Education agrees to provide Aetna US Healthcare Patriot V or a plan of equal or greater benefits for the employees and their legal dependents. Employees who are currently enrolled in the Patriot X plan as of September 2007 shall be allowed to remain in the plan. There shall be no new member enrolled in the Patriot X plan after this date.
2. If an employee waives medical coverage, the Board will contribute \$1,000 to a cafeteria plan or pay the employee \$1,000 in cash. If the employee elects to receive cash, this will be taxable compensation to the employee. Employees who elect to waive medical coverage must provide proof of coverage with their spouse.
3. New employees hired during a plan year who elect to waive medical coverage will receive compensation on a prorated basis beginning with the date of eligibility for health coverage. The married couple would be provided with one coverage, with payment of \$1,000 for waiving medical coverage applicable to married couples who select this option. Payment would be made to the spouse whose coverage is dropped. effective with the signing of the contract, who participate in the Board administered

- B.
1. The Board of Education will contribute 90% of the cost of Delta Premier plan, effective with the signing of the contract, who participate in the Board Administered Dental Program which is to be purchased and administered by the Board of Education. Ten percent (10%) of the premium will be assumed by those participating in the plan, this is in excess of the amount required by law. There will be no change in coverage.
 2. The Board will pay 100% of the Delta Preferred plan. Employees will have the option of buying up to an Enhanced Delta Preferred plan with the following plan design:
 - a. Preventative and Diagnostic — 100%
 - b. Remaining Basic Services — 80%
 - c. Calendar Year Maximum - \$1,500

For employees selecting the Enhanced Delta Preferred plan, the employee will pay, through payroll deduction, the difference in the rate per year from the basic Preferred plan to the Enhanced Preferred plan, this is in excess of the amount required by law.

- C.
1. The Board of Education will provide a prescription plan through Aetna/US Healthcare (Prescription Rider Plan) to all employees. The plan will be a formulary plan. Effective upon ratification, prescription co-pays shall be \$10/20/35/2x. Additional contributions will be in accordance with Letter F of this article.
 2. An employee wishing to participate in the prescription plan must also participate in the Aetna/US Healthcare health plan.
 3. There will be only one coverage offered for married couples within the district, in that there is no additional benefit by providing two coverage. A change in marital status is a qualifying event, at which time individual coverage would be provided.
- D. Applicable coverage will be provided for full-time employees only. Part time employees may purchase coverage in the Board administered plans by paying the full premium amount through payroll deductions. A full time employee is one who works at least 30 hours per week.
- E. The Board will administer the plans with both parties cooperating in providing continuous coverage.
- F. All employees shall make the applicable contributions toward health benefits in accordance with the Pension and Health Benefit Reform Act (P.L. 2-11, Chapter 78).

ARTICLE 15

UNION ADMINISTRATION LIAISON

The administration will meet with the Union's Liaison Committee on an as needed basis at a time mutually acceptable to both parties.

**ARTICLE 16
EMPLOYEE FACILITIES**

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

**ARTICLE 17
PROTECTION OF EMPLOYEES PROPERTY**

The Board agrees to abide by all N.J. laws and regulations and the Statutes in Title 18A.

**ARTICLE 18
PROFESSIONAL RELATIONSHIPS**

All public conversation between the employee and Ms/her supervisors shall be conducted on a highly professional level. All constructive criticism by supervisors shall be on a highly professional level and will be done in private.

**ARTICLE 19
PERSONNEL FILES**

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

**ARTICLE 20
HEALTH AND SAFETY COMMITTEE**

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

**ARTICLE 21
EMPLOYMENT STATUS**

Ten month employees shall be notified of their employment status no later than May 15th. Twelve month employees shall be notified of their employment status no later than June 30th.

**ARTICLE 22
SENIORITY AND ASSIGNMENT**

- A. **Seniority shall** be defined *as* continuous, unbroken, service with the Employer. Voluntary terminations, dismissals, and absence without leave constitute a break in service. Leaves of absence that are approved by the Board do not constitute a break in service.
- B. A seniority roster will be prepared and posted on an annual basis. Copies of revised lists, if any, will be provided to the Union.

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

**ARTICLE 23
WORK RULES**

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

Any five (5) offenses within (12) month period will result in discharge.

- C. All new custodial/maintenance personnel will possess a Black Seal License. Employees hired prior to the 2007-08 school year who do not possess a Black Seal License, and have not been grandfathered, will receive a \$.50 per hour reduction. The employee will receive a \$.50 increase in pay when they have obtained the Black Seal License and submitted a copy to the Board office.
 - 1. Driver's License - Custodial/maintenance personnel should have a valid N.J. Driver's License and be capable of operating both automatic and manually shifted vehicles owned by the district. Documentation of a valid license must be submitted to the administration December 1 and June 1 of each year. If an employee has his/her license revoked for any reason, they are to advise their supervisor immediately. All

new employees must present evidence of a N.J. Driver's License at the time of interview.

2. If a newly hired employee does not have a drivers license, or an existing employee loses their license, their salary will be reduced by \$.50 per hour until such time as they show proof of possession of a valid driver's license.
- E. Custodial personnel will be reimbursed up to \$75.00, with proof of purchase, in any one year for outerwear. Grounds crew, maintenance mechanics, shipping and receiving, and day time support staff will be reimbursed up to \$150.00, with proof of purchase, in any one year for outerwear. The Board will provide reimbursement within ten days of receipt of a supervisor approved proof of purchase. If it can be shown that a piece of outerwear is un-wearable because of work related damage, the employee will receive an additional one year allowance to replace the outerwear.
- F. The Board will reimburse the custodial staff up to \$250.00, with proof of purchase, in any one year for approved Safety shoes. The Board will reimburse grounds crew, maintenance mechanics, shipping and receiving, and day time support staff up to \$300.00, with proof of purchase, in any one year for safety shoes. The shoes shall be ANSI Z41 1/75 c/75 EH compliant, and slip resistant. The shoes will be purchased by the employee. The employee will be reimbursed upon presenting the actual safety shoe to his/her immediate supervisor and a receipt for the purchase of said safety shoe. Reimbursements will be paid within 10 business days after proof of purchase.
- G. The Board will provide safety glasses, with a prescription if necessary, to all employees. The Board will determine where and what style to purchase on behalf of the employees.

ARTICLE 24 HOURS OF WORK AND OVERTIME

- A. The work day shall consist of eight (8) hours with an additional half hour unpaid lunch. Hours of work shall be as scheduled by the Employer. Employees that are scheduled to work second and third shifts, or Saturday and Sunday, shall receive a one-half hour paid lunch due to restriction to their building on shift. (Second and third shifts are shifts starting after 12:00 noon, effective with the signing of this contract.)
- B. The work week shall start Sunday at 12:00am through Saturday 11:59pm. The Administration reserves the right to designate an employee's work week.
- C. Overtime shall be paid for all hours of work in excess of eight (8) hours in any day. Employees shall be notified at least twenty-four hours prior to scheduled overtime, except in case of emergency. Employees asked to work on a Saturday, in excess of their regular scheduled work week, will be paid one and one half times their hourly rate. All employees asked to work on Sundays and Holidays will be compensated with "Double Time Pay". Sunday shall be defined as the 24 hour period from 5:00 a.m. Sunday to 5:00 a.m. on Monday.
- D. Employees taking time off without pay will not be eligible for overtime until actually working forty (40) hours during that week.
- E. Employees shall be notified at least one week in advance of any permanent shift change, except in case of emergency. 20

- F. 1. Overtime shall be assigned on a rotational basis within custodial personnel work area.
 - a. Overtime assigned during a period when the district's boilers are in operation must be assigned to an individual with a black seal license.
- 2. The Administration shall determine the most qualified persons; seniority shall be considered when two or more employees are determined to be equally qualified.
- G. Maintenance, Grounds, and Custodial employees shall receive a minimum of 2 hours pay at time and a half if they are called back to work after their shift. In the case of an alarm at the school premise, resolving the issue by telephone will entitle the employee to one (1) hour pay at time and a half.
- H. If an employee is called to work on a day declared as an emergency by the state or local government, the employee will get a minimum of two (2) hours pay for the work performed, and when the job is completed, the employee will be able to leave work, so long as school is closed.
- I. The day before Thanksgiving and the day before winter break shall be half days for employees. Half days will consist of a minimum of four hours. The Board agrees to pay employees two additional hours for the number of hours worked, not to exceed eight (8) hours
- J. On non-instructional teacher days and holidays breaks custodians on the second shift may start at 12:00 PM, as long as there are no scheduled evening activities which would necessitate the assignment of overtime.
- K. When school is closed due to weather conditions custodians may take the day off without compensation if they are not needed for snow removal.
- L. The Chapter of the Union or their designee shall be eligible for a total of four (4) days per year for union business. This four (4) day total is in the aggregate and shall be used for attending Union-related conferences, meetings, etc. The requests for these days must be made in writing by the Union and received by an official of Delsea Regional School District at least seven (7) days in advance of the requested day. Approval of these requests is subject to the approval by the Board.

**ARTICLE 25
VACATIONS**

- A. Vacation time will be granted on the basis of continuous years of service according to the following schedule:

Under 1 year	Prorated
1 - 10 years	10 working days
11 - 19 years	15 working days
20+ years	20 working days

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

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

ARTICLE 26 HOLIDAYS

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

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

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

ARTICLE 27 LONGEVITY

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

ARTICLE 28 EVALUATIONS

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

**ARTICLE 29
MISCELLANEOUS**

The Board will solicit input from the Union before the development of job descriptions.

Section II
Duration of Agreement

This contract will be effective July 1, 2015 and shall remain in full force and effect until June 30, 2018.

This Agreement shall cover all current employees for the period from July 1, 2015 to June 30, 2018, with all changes retroactive to the commencement date of the successor contract unless otherwise noted.

All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.

Salary guides shall be developed mutually by the parties and signed off prior to ratification of the new agreement.

Section III
Salary

SALARY GUIDE FOR CUSTODIANS

Salary increases shall be 7.25% over three years, with no one year exceeding 2.75%. The parties agreed to the following percentages:

2015/2016	2016/2017	2017/2018
2.75%	2.25%	2.25%

New hire starting rate:

2015/2016	\$15.00 / hr
2016/2017	\$15.00/ hr
2017/2018	\$15.00 / hr

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

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

Delsea Regional High School District Board of Education

BY: Mario Christina
Mario Christina
Chairman, Negotiations Committee

4/6/16
Date

BY: Joseph M Collins
Joseph M. Collins
Board Secretary/Business Admin..

4/6/16
Date:

BY: Mattie Harrell
AFSCME District Council #71,
Mattie Harrell, International Vice President/Exe Dir

Date: 1/29/16

BY: Melvin Gaines Jr.
Melvin Gaines, Jr.
Local 3574-A Chapter Chair

Date: 2/19/16