

2002-2003
2003-2004
2004-2005

**NEGOTIATIONS
AGREEMENT**

between

**UPPER FREEHOLD REGIONAL
BOARD OF EDUCATION**

and

**UPPER FREEHOLD REGIONAL
EDUCATION ASSOCIATION**

Allentown, New Jersey

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PREAMBLE

This Agreement entered into this 26th day of April, 2002, by and between the UPPER FREEHOLD REGIONAL BOARD OF EDUCATION, hereinafter called the "Board" and the UPPER FREEHOLD REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Upper Freehold Regional School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are qualified to advise in the development of programs designed to improve education standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION STATEMENT

A. Unit

Pursuant to Chapter 303, Laws of the State of New Jersey, known as the Employer-Employee Act of 1968, the Board hereby recognizes the Upper Freehold Regional Education Association as the majority representative with all the exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel under contract with the Board (excluding Superintendent, Assistant Superintendent, Directors, Principals and Vice Principals).

B. Definition

Unless otherwise indicated, the term "members" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined (all certified personnel under contract with the Board of Education excluding the Superintendent, Assistant Superintendent, Directors, Principals and Vice Principals) and reference to male members shall include female members.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in good faith effort to reach agreement on all matters concerning the term and conditions of members' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, and be signed by the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a claim by a member of the Association based upon the interpretation, application or violation of this Agreement affecting a member or a group of members. The formal grievance must be submitted no later than twenty-five (25) school days from the occurrence of the alleged contractual violation.

2. Aggrieved Person - An aggrieved person is the person or persons or the Association making the claim.

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 affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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 time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits 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 practicable.

3. Level One - Principal

A member with a grievance shall simultaneously present it in writing and discuss it with his principal and immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the member may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, the member may, within five (5) school days after a decision by the Superintendent, or twelve (12) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association refer it to the President of the Board of Education.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the President of the Board of Education, the member may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the President of the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration with fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, than from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or Title 18. The decision of the arbitrator shall be submitted to the Association President and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6(b) of this Article.

(e) The cost for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person must be present and may be represented at all stages of the grievance procedure by themselves or at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. Representation at Levels One and Two will be from the local association. Representation at Levels Three and Four would allow outside representation to be accepted by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions will be rendered in writing on a form to be developed and attached to this contract.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV MEMBER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any member such rights as they may have under New Jersey School Laws or other applicable New Jersey laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No member shall be disciplined, reprimanded or deprived of any professional advantage or given an adverse evaluation without just cause. Any such action by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth with the exception of those specific areas wherein a particular method of appeal is provided in N.J.S.A. 18A:1-1, et seq., (18A:29-14, 18A:6-10).

D. Required Meetings or Hearings

Whenever any member is required to appear before the Superintendent or his designee, Board or any committee, member, local representative or agent thereof concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then they shall be given ten (10) days 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 them and represent them during such meeting or interview. Any immediate suspension of a member pending charges shall be with or without pay, at the discretion of the Board, and must be heard by the Board within ten (10) days of the suspension.

E. Evaluation of Students

The member shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Upper Freehold Regional School District based upon their professional judgment of available criteria pertinent to any given subject area or activity to which they are responsible. No grade or evaluation shall be changed without consultation with the member. In those instances wherein the member has resigned, relocated or is otherwise unavailable for the consultation aforementioned, the Association President or one of its officers shall be notified of any anticipated action to change a grade or grades.

F. Association Identification

No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available public information.

Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

Representatives of the Upper Freehold Regional Education Association shall be permitted to transact official Upper Freehold Regional Education Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Association shall apply to the Superintendent or his designee in advance of the time and place of all such requested meetings.

B. Exclusive Rights

The rights and privileges of the local Association and its representatives as set forth in the Agreement shall be granted only to the local Association as the exclusive representative of the members, and to no other organizations.

ARTICLE VI MEMBER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for members employed on a ten (10) month basis (other than new personnel who will be required to attend an additional three(3) day of orientation) shall not exceed one hundred eighty-six (186) days(189 days for new staff), including snow days.

For each month of service the member shall receive 10% of his/her annual ten month salary. For months when a member works less days than those listed on the school calendar the following formula shall be used:

$$\text{Pay for those days shall be computed} = \frac{\text{Annual Salary}}{186} \times \text{The Actual Number of days worked}$$

Pursuant to the foregoing, the in-school work year shall consist of 186 days. These days are delineated in the district's official school calendar as follows:

184 scheduled student days plus two (2) days (186 days) prior to the start of the student school year. **In addition, all newly hired teaching staff will be required to attend two(3) additional days of in-service orientation at the beginning of his/her first year of service, for a total of 189 days.**

2. Twelve (12) Month Personnel

The in-school work year of members employed on a twelve (12) month basis shall not exceed two hundred six (206) days.

3. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days and any days on which member attendance is required.

4. Inclement Weather

Member attendance shall not be required whenever student attendance is not required due to inclement weather.

5. Curriculum Development Work

If it becomes necessary for curriculum development work, upon approval of the Board of Education, it shall be paid at the rate as listed in schedule D.

B 1. School Calendar

The School Calendars for 2002-2003, 2003-2004, 2004-2005 shall be set up in Schedule D. Changes in the School Calendar, a unilateral function of the Board of Education, shall be made after consultation between the Association and the Board upon recommendation of the Superintendent.

B 2- Emergency Evacuation-

In the event of one or more bomb threats which result in a school building evacuation, up to one additional day may be added to the calendar to make up for any loss in instructional time for the affected school at the discretion of the Board of Education, if the loss of time reduces the day to fewer than four hours.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

Reversion of IBS- The Board, in its sole discretion, may discontinue the Intensive Block Scheduling. In the event this occurs, there will be a reversion to the contract language extant in the collective bargaining agreement which expired June 30, 1996 as written in Appendix E; In particular the language as modified in Articles VII, VIII, and X.

A. Teaching Hours

1. Teacher Day

Members are expected to devote to their assignments, in meeting the needs of the young people, the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes but to check in and out on a sheet so designated by their building principals.

2. Length of Day - Full Time Employees

The total in-school workday of all teachers in the system shall consist of a minimum of seven hours and a maximum of seven and one-half hours in accordance with the requirements of the particular building needs. This time shall also include a duty free lunch period.

3. Less Than Full Time Employees

Less than full time employees may be required to meet the same requirements of a full time teacher as it pertains to Prep time(pro-rated), homeroom, duties and time in attendance, either before or following the commencement and conclusion of the school day. Any employee who is employed less than full time shall be entitled to a pro-rated share of those divisible benefits available to full time personnel (vis, sick days, professional days, personal days, lunch periods, preparation periods). The pro-rating shall be accomplished by applying a fraction to the total benefit available to full time personnel. The numerator of such fraction shall be the number of hours worked per week by the less than full time employee; the denominator shall be thirty-seven and one-half hours. All partial days will be rounded to the nearest half day.

It is understood and agreed that certain benefits cannot be pro-rated because they are non-divisible (vis, health insurance, dental insurance, prescription). To qualify for the aforementioned non-divisible benefits, during the term of this agreement, the less than full time personnel must work no less than $\frac{5}{8}$ of the total hours per week. Teachers employed to work two(2) scheduled blocks pursuant to the IBS shall receive $\frac{5}{8}$ of the salary of a teacher working a full time schedule and will continue to be eligible for and entitled to insurance coverage. Teachers employed to work one scheduled shall be paid at a rate of $\frac{3}{8}$ of the salary determined by their step on guide and will not be entitled to health, dental or prescription coverage.

Less than full time teachers shall have, without division, all other rights and privileges guaranteed to and full time teachers including, but not limited to, compensation for co-curricular positions, class coverage, and tuition reimbursement.

4. Arrival and Dismissal Time

Except as might be required because of duty needs, no High School teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupils' school day, and shall be permitted to leave twenty minutes after the close of the pupils' school day. No Elementary School teacher shall be required to report more than ten minutes before the opening of the pupils' day. They shall not be required to stay for more than twenty minutes after the pupils' dismissal time on Tuesday through Friday. On Monday, they will be required to stay for 45 minutes after student dismissal for purposes of planning. On half-days, teachers who leave for lunch must be back at their assigned stations no later than 1:15 p.m.

B. Teaching Load

1. Grades 9-12

Realizing the absolute necessity of providing proper conditions for professional personnel, but subject to the Board's right to maintain the efficiency of the school district operations entrusted to it, no secondary teacher, except in cases of emergency shall have a work schedule exceeding three (3) student instruction periods and one (1) preparation period of 85 minutes duration. Teachers assigned to teach blocks 1,2 and 3 will be assigned the first lunch period of the day. Secondary teachers may also be assigned limited supervisory duties before and after school, or a homeroom as well as student activity periods scheduled during the school day. In this case, each of the other periods except the lunch block will be shortened by 15 minutes. The schedule can only be changed by atypical conditions, such as a change in school hours. Teachers who teach during blocks of less than 85 minutes duration may be assigned additional student contact time so long as the total does not exceed 85 minutes. (for example, a teacher may be assigned to teach a 55 minute daily class and be assigned to cover a 30 minute daily duty.)

2. Elementary Schools K-8

The daily teaching load in the elementary schools, whenever possible will not exceed five and one-half (5 1/2) hours of pupil contact but in no instance will it exceed six (6) hours of pupil contact.

3. Number of Preparations (Grades 9-12)

High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations. All possible efforts will be made in this direction. If an occasion arises where it is not possible, the Association will be consulted.

4. Continuous Teaching in Elementary Schools

Every effort will be made by the Administration to keep continuous teaching to a maximum of three (3) hours, three (3) periods.

C. Lunch Periods

1. Lunch

Teachers shall have a daily duty-free lunch period in all schools which shall be a minimum of twenty-five (25)minutes duration.

2. Leaving of Building

Teachers may leave the building without requesting permission during their scheduled duty-free periods, but must indicate their absence on a sign-in sheet.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Uninterrupted preparation time will be provided as follows:
Grades K-8: One (1) period of forty (40) minutes duration per day,
Grades 9-12: One (1) period per day (85 minutes)

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the class coverage rate as listed in schedule D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, staff will be paid the hourly co-curricular rate as listed in schedule D.

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board of Education adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities.

1. Volunteer Aids

Every effort will be made to initiate a program whereby volunteer aids will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

ARTICLE IX TEACHER EMPLOYMENT

A. Certification

1. Standard Certificates

The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment where possible.

2. Notification

Upon request the Superintendent shall furnish to the Association in writing the certificates and degrees held, major and minor fields of study and prior experience of each new teacher.

B. Reduction in Certified Personnel

The Board of Education realizing responsibility to staff, students and its commitment to developing conditions for a good educational program and in light of any adverse financial conditions or declining enrollment that might require reduction in certified personnel, will discuss such action with the Association prior to Board decision.

C. Non-Certificated Personnel

In no case shall any non-certificated employee be requested or required to perform any duty mandated by law to be performed by a duly certified professional employee, except in cases of emergency as determined by the building administrator.

D. Returning to the District

A member with previous teaching experience in the Upper Freehold Regional School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corp., VISTA or National Teacher Training Corps, work and time spend on a Fullbright Scholarship up to a maximum of four (4) years except as mandated by law. Such members who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system, be restored to the salary schedule at that step which they left.

E. Previous Sick Leave Accumulation

Previously accumulated unused leave days shall be restored to all returning members.

F. Notification of Contract and Salary

Members shall be notified of their contract and salary status for the ensuing year no later than April 30.

G. Termination of Employment

Teachers who intend to terminate their employment shall give the Board a minimum of sixty (60) days written notice of their intention to terminate.

ARTICLE X SALARIES

A 1. Salary schedules for all personnel are attached hereto and made a part hereof as Schedules A1 – 2002-2003, A2 - 2003-2004, and A3 - 2004-2005.

A1 - 2002-2003 Salary Guide

A2 - 2003-2004 Salary Guide

A3 - 2004-2005 Salary Guide

A 2 Members employed on a ten (10) month basis shall be paid twice a month.

A 3 Members may individually elect to have ten (10%) percent of their monthly salary deducted from their pay and deposited in MONOC. Members specifying this option may not change the plan during the school year.

A 4 When a payday falls on or during a school holiday, vacation or weekend, members shall receive their pay checks on the last previous working day.

A 5 Members shall receive their final checks on the last working day in June.

A 6 The Board of Education shall reserve the right to withhold increments against such members for whom a recommendation has been made by the Superintendent of Schools. All such recommendations will have been made in light of existing state and local policies concerning evaluation. Any member for whom such a recommendation has been made, will receive notification after such action has been taken by the Board of reasons for this recommendation. The member in turn shall have the right to petition the Board of Education. All such increment withholdings will be decided on the basis of professional performance.

A 7 A maximum of four (4) years military experience may be applied. Any member hired prior to February 1 will be given a full year's experience for salary purposes.

A 8 Teaching credit will be given for non-public school experience as long as the teacher was in possession of a state teaching certificate during the credited period.

A 9 All teachers will be on guide by the start of calendar year.

A 10 Teachers assigned to home instruction will be compensated at the rate as listed in Schedule D plus up to one (1) hour travel time from school or home to tutorial site and back.

B. Extra-Curricular Salaries

1. Coaches will be paid at the end of their respective seasons upon successful completion of their responsibilities as approved by the Athletic Director and Building Administrator. Those coaches who are paid by direct deposit shall be paid 1/2 of their stipend at the mid point of their season and the balance at the next available pay date after the successful completion of their responsibilities as approved by the Athletic Director and Building Administrator.

2. All other extra-curricular advisors and the Athletic Director will be paid twice each year, once on January 31st and once at the end of the school year. In each instance, payment shall be made only upon completion of all responsibilities as approved by the Building Administrator.

Coaching salaries are attached hereto and made a part hereof as Schedule "B".

Extra-curricular salaries are attached hereto and made a part hereof as Schedule "C".

C. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

a. One week salary for each full year of service in the Board's employ.

b. The Board, in it's sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

D. Professional Development Increment

Teachers who have met the requirements set forth in Addendum F will receive a \$500.00 annual increment. This language will remain in this contract until such time as the last member who was eligible for the increment has left the district. A list of qualified members will be made available to the Association annually in September by the Superintendent or his/her designee.

**ARTICLE XI
TEACHER ASSIGNMENT**

In case of emergency, the situation necessitating a change will be explained in writing to the individual(s) involved and to the Association.

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignment to new teachers as soon as possible.

In the event that changes in such schedule, class and/or subject assignments, building assignments or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study unless an emergency exists.

Members may be required to use their own automobiles in the performance of their duties and members who are assigned to more than one school shall be reimbursed for all such travel at the IRS approved rate as of July 1 of the ensuing contract year.

ARTICLE XII VOLUNTARY TRANSFERS AND REASSIGNMENTS

When vacancies occur, they will be immediately posted in the main office of each building. No later than May 1 of each school year, the Superintendent shall deliver to the Association President a list of the known vacancies which shall occur during the following school year. Minutes of public meetings that reflect transfers and reassignments will be posted in each building and provided to the Association representative upon request.

ARTICLE XIII TEACHER EVALUATION

A. Frequency of Non-Tenure Teacher Evaluation

A non-tenure teacher shall be observed by a certified administrator at least (3) three times in each school year, to be followed in each instance by a written report and by a conference between the teacher and the certified administrator for the purpose of identifying deficiencies, extending assistance for their correction, recognizing strengths and improving instruction. Evaluation of teacher performance shall be based on at least (3) three in-classroom observations of at least (30) thirty minutes, each occurring on separate days.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by that teacher's evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

3. Evaluation of Co-Curricular Activities

The evaluation of co-curricular activities will take place at the end of the year (season). Each advisor (coach) will be made aware of the criteria upon which will be used for evaluation and who will be doing the evaluation.

C. Evaluation Procedure

1. Communication

Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 2 below, regarding that teacher's performance.

2. Reports

Evaluation reports shall be presented to teachers by their immediate supervisor in accordance with the following procedures:

(a) Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any and all supervisory personnel who come into contact with the teacher in a supervisory capacity.

(b) Such reports shall be addressed to the teacher.

(c) Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

D. Personnel Records

Teachers shall have the right, upon request, to review the contents of their personnel file. All such actions must be performed in the presence of the Superintendent of Schools.

All statements concerning a teacher, including classroom evaluations and end of the year administrative reports, that are placed in the personnel file must be signed by the teacher in question indicating an awareness thereof.

Where the teacher disagrees with statements placed in his personnel file, that teacher has the right to indicate any disagreement in writing and have such included in their personnel folder.

ARTICLE XIV SICK LEAVE

A. Regular Sick Leave

1. As of September 1, 1977, all members employed shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year as provided by law.

2. Members shall be given a written account of accumulated sick leave no later than September 30 of each school year.

B. Extended Sick Leave

When absence, under circumstances described in N.J.S.A. 18A:30-1, exceeds the annual and accumulated sick leave, the Board, in its sole discretion, may pay any member each day's salary less the pay of a substitute, if a substitute is employed pursuant to the provisions of 18A:30-6.

Upon the written request, a member or his/her representative will have the opportunity to meet with the Board to present the member's view as to why such payment should be made. Nothing herein shall preclude said request from being made prior to the annual and accumulated sick leave being exhausted.

C. Accumulated Sick Leave Retirement/Death Benefit Plan

Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of his/her sick leave at the time of retirement/death, will be compensated for the

accumulated sick leave in accordance with the following schedule which is based upon the years of experience in the Upper Freehold Regional School District.

YEARS OF SERVICE:	COMPENSATION:
15	\$2,000
20	\$2,500
25	\$3,000
30	\$3,500
35	\$4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement/benefit.

D. Maternity Leave

1. Leave of Absence for Medical Reasons

a- The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth including false pregnancy and termination of pregnancy to pregnant members on the same terms and conditions governing leaves of absence for other illnesses or temporary medical disabilities as set forth in N.J.S.A. 18A:30-1, et seq. and Title 9 of the Federal Education Act and amendments of 1972.

b- Requests for maternity leave must be submitted at least ninety (90) days prior to the onset of the leave.

c- A member returning from a leave of absence due to pregnancy, false pregnancy, termination of pregnancy or birth shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured member who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured member who would not have been otherwise offered such a contract.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

With the exception of the accumulating provision set forth in the last sentence of Article XIV:A-1, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the member's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (Except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for such leave other than that the leave is being taken under this Section. Personal leave immediately before or after vacation or holiday would require administrative approval.

On an annual basis, teachers shall be given two options regarding their unused personal days:

Option #1 - Unused personal days will be converted to sick days as of September 1st of the subsequent school year.

Option #2 - Teachers will be paid for unused personal days at a rate of \$50 per day payable on August 15th of the following school year.

2. Professional

Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with administrative approval.

3. Legal

Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system.

4. Bereavement Leave

The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

5. Temporary Military (Maximum of Two Weeks)

Time necessary for persons called into temporary active duty of any unit of the US Reserves or the State National Guard. A member shall be paid his regular pay in addition to any pay which he receives from the State or Federal government.

6. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the member is entitled by law.

7. Leave for Illness in Family

Once personal leave is exhausted, teachers would be eligible for a maximum of five (5) days leave for illness in the family at a per diem deduction equal to the per diem substitute rate.

**ARTICLE XVI
REIMBURSEMENT FOR CONTINUING EDUCATION**

A. Requirements and Procedures

The requirements and procedures for continuing education reimbursement of any member of the professional staff are as follows:

In order to be eligible a member must:

1. Possess a New Jersey teaching certificate with the subject or specialty area endorsed.
2. Possess a BA or BS degree.
3. Present evidence in the form of an official college transcript or in-service "Professional Improvement Course Certificate" from the college and/or supervisor, as the case may be, which gives evidence of successful completion of the course(s).
4. The course(s) must be completed between July 1, 2002 and June 30, 2005.
5. Be employed by the Board of Education at the time that reimbursement is to be made.
6. Courses completed prior to employment are not eligible for reimbursement.

B. Schedule of Limits

The schedule and limits for continuing education reimbursement of any member of the professional staff are as follows:

1. Reimbursement will be the cost of tuition and fees up to the maximum of \$625.00 per member for 2002-2003, 2003-2004 and 2004-2005.
2. A limit of \$10,000 per year for fiscal years of for 2002-2003, 2003-2004 and 2004-2005 has been established to finance this Article. Once this amount has been paid in any one year, no further requests for reimbursement will be honored.(schedule D)
3. Requests for reimbursement should be submitted to the Superintendent.
4. Payment will be made to the member within thirty (30) days of submission of evidence of satisfactory completion of a course to the Superintendent.

ARTICLE XVII PROTECTION OF MEMBERS, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. Procedure for Hazardous Conditions

1. Meetings

In the event of any disorder or disruption in the regular school program, the Board, Superintendent or affected building principals shall meet with the Association immediately on request of the Association to develop mutually acceptable programs to guarantee the safety of students, members and property.

2. Unauthorized Visitors

During said unsafe and hazardous period, persons not employed by the Upper Freehold Regional District shall not be allowed into any school without the knowledge and permission of the building administrator or superintendent. This shall apply to students visiting a school other than where they are assigned.

C. Reasonable Force

As specified in 18A:6-1, a member may within the scope of his employment, use and apply such amount of force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense and for the protection of persons or property.

D. Action before Board and Commissioner

Whenever any action is brought against a member before the Board or before the Commissioner of Education of the State of New Jersey which may affect that teacher's employment or salary status, the Board of Education shall reimburse the teacher for the cost of the teacher's defense if the action is dismissed or results in a final decision in favor of the member.

E. Assault

1. Legal Assistance

The Board shall give full support including legal assistance for any assault upon the member while acting in the discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the member shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement or Personal Property Damage

The Board shall reimburse members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a member while the member has been acting in the discharge of his duties within the scope of his employment.

4. Medical

The Board shall reimburse a member for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

F. Reporting Assaults

Members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XVIII INSURANCE PROTECTION

1. The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the for 2002-2003, 2003-2004 and 2004-2005 school years will be Blue Cross/ Blue Shield of New Jersey. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

2. **Dental and Prescription Insurance will be Board paid as follows: Dental coverage will be carried under the Delta Dental Insurance terms in effect during the 1998-99 contract year at a co-pay rate of 80/20.**

Prescription co-pay will be: \$ 0.00 for mail prescriptions, \$ 5.00 for generic prescriptions and \$10.00 for name brand prescriptions.

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

3. At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,000
Parent/child	\$1,250
Husband/ Wife	\$1,750
Family	\$2,000

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental \$ 100
Prescription \$ 200

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

4. Teachers employed 5/8 or more of a regular full time teaching assignment will be eligible for coverage.
5. All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full time, tenure eligible employees and those meeting the requirements in Paragraph 4 above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) upon attaining tenure.

ARTICLE XIX DEDUCTIONS FROM SALARY

A- Payroll and Dues Deductions

The Board agrees to deduct from the salaries of its members dues for the Upper Freehold Regional Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the U.F.R.E.A by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular

membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.
4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
7. The Association 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 costs and expenses, that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE XX MISCELLANEOUS PROVISIONS

A. Non-discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.

B. Children of Members

Children of teaching staff members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District during the 2001-2002 school year shall be permitted to continue on roll without payment of tuition in 2002-2003, 2003-2004 and 2004-2005. Beginning with the 1990-1991 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost, and staff workload. This restriction would not apply to teaching staff members employed and working prior to July 1, 1990.

C. Board Policy

This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

E. Printing Agreement

After agreement with the Association on format, copies of this Agreement shall be printed at one-half Board expense and one-half Association expense within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all members now employed and subsequently employed within thirty (30) days.

F. Savings Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any member benefit existing prior to its effective date.

ARTICLE XXI BOARD RIGHTS

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

1. Hire, promote, transfer, assign, and retain employees in positions in the school district;
2. Suspend, demote, discharge, or take other disciplinary action against employees for just cause and in a manner that will allow employees due process;
3. Maintain the efficiency of the school district operations entrusted to it;
4. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
5. Relieve employees from duty because of lack of needed professional services due to enrollment decline, or for other legitimate reasons not related to teacher discipline, that would not increase class size substantially above state recommended optimums.

ARTICLE XXII SUMMER SABBATICAL

Annually there shall be available to two staff members, following the conclusion of the academic year an opportunity for a summer sabbatical for academic pursuits beyond the Bachelor's degree level.

To be eligible for application, the staff members shall:

1. Have been employed in the district for seven (7) or more years.
2. Demonstrate that the course of study to be pursued is significantly allied with the staff members' employment duties, and
3. Submit an application for a summer sabbatical, no later than March 30, on forms to be made available by the Board.

The Board shall act on all applications for summer sabbatical no later than May 30. The staff members shall be notified of the Board's decision, in writing, no later than seven (7) days following the Board's action.

Should more than two applications be received, the Board shall determine, in its discretion, which applications shall qualify for the summer sabbatical.

The successful applicants shall be paid, based on the salary guide in existence when the sabbatical is completed, one-half of their monthly salary for a period of two (2) months.

All salaries to be paid for summer sabbaticals shall be at regular bi-monthly intervals commencing July 15.

On or before October 15 of the ensuing school year, the recipients of a summer sabbatical for the prior summer shall notify the Board in writing of the credits obtained or the work completed during the summer sabbatical.

ARTICLE XXIII PERFECT/OUTSTANDING ATTENDANCE AWARDS

Employees who qualify for the district's Perfect Attendance award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for district's Outstanding Attendance award for the previous year shall receive a bonus of \$50.00 on October 31st.

GRIEVANCE FORM

Grievance No. _____ Upper Freehold Regional Distribution of
Form: Superintendent, Principal, Association President

Name of Grievant _____

Assignment _____

Date filed _____

STEP I (Principal)

A. Date Cause of Grievance occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(Signature) _____ Date _____

If additional space is needed in reporting Sections B1 and 2, attach an additional sheet.

C. Disposition by Principal _____

(Signature) _____ Date _____

D. Position of Grievant and/or Association _____

(Signature) _____ Date _____

STEP II (Superintendent)

A. Date received by Superintendent _____

B. Disposition of Superintendent _____

(Signature) _____ Date _____

C. Position of Grievant and/or Association _____

(Signature) _____ Date _____

STEP III (Board of Education)

A. Date received by Secretary of the Board of Education

B. Disposition of Board of Education _____

(Signature) _____ Date _____

STEP IV (Arbitrator)

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

(Signature) _____ Date _____

addendum A1

First Split September 2002- January 2003

	Bachelor	Bachelor + 30	Master	Master + 30	Doctorate
W	37,275	38,335	39,395	40,455	41,515
X	37,599	38,659	39,719	40,779	41,839
Y	38,404	39,464	40,524	41,584	42,644
Z	39,230	40,290	41,350	42,410	43,470
A	40,350	41,410	42,470	43,530	44,590
B	42,427	43,487	44,547	45,607	46,667
C	46,200	47,260	48,320	49,380	50,440
D	48,830	49,890	50,950	52,010	53,070
E	51,669	52,729	53,789	54,849	55,909
F	54,317	55,377	56,437	57,497	58,557
G	59,774	60,834	61,894	62,954	64,014
H	62,520	63,580	64,640	65,700	66,760
I	65,615	66,675	67,735	68,795	69,855
J	67,799	68,859	69,919	70,979	72,039
K	69,552	70,612	71,672	72,732	73,792
L	73,671	74,731	75,791	76,851	77,911
M	74,169	75,229	76,289	77,349	78,409

Second Split February – June 2003

W	38,393	39,453	40,513	41,573	42,633
X	38,727	39,787	40,847	41,907	42,967
Y	39,556	40,616	41,676	42,736	43,796
Z	40,407	41,467	42,527	43,587	44,647
A	41,617	42,677	43,737	44,797	45,857
B	43,769	44,829	45,889	46,949	48,009
C	47,586	48,646	49,706	50,766	51,826
D	50,349	51,409	52,469	53,529	54,589
E	53,375	54,435	55,495	56,555	57,615
F	56,267	57,327	58,387	59,447	60,507
G	61,819	62,879	63,939	64,999	66,059
H	64,607	65,667	66,727	67,787	68,847
I	67,666	68,726	69,786	70,846	71,906
J	69,833	70,893	71,953	73,013	74,073
K	71,552	72,612	73,672	74,732	75,792
L	75,506	76,566	77,626	78,686	79,746
M	76,004	77,064	78,124	79,184	80,244

for administrative purposes, increment will be defined as 3.6%

addendum A2

First Split September 2003 – January 2004

	Bachelor	Bachelor + 30	Master	Master + 30	Doctorate
W	39,660	40,720	41,780	42,840	43,900
X	40,005	41,065	42,125	43,185	44,245
Y	40,861	41,921	42,981	44,041	45,101
Z	41,741	42,801	43,861	44,921	45,981
A	43,064	44,124	45,184	46,244	47,304
B	45,302	46,362	47,422	48,482	49,542
C	49,156	50,216	51,276	52,336	53,396
D	52,078	53,138	54,198	55,258	56,318
E	55,335	56,395	57,455	58,515	59,575
F	58,535	59,595	60,655	61,715	62,775
G	64,183	65,243	66,303	67,363	68,423
H	67,010	68,070	69,130	70,190	71,250
I	70,005	71,065	72,125	73,185	74,245
J	72,138	73,198	74,258	75,318	76,378
K	73,752	74,812	75,872	76,932	77,992
L	77,483	78,543	79,603	80,663	81,723
M	77,981	79,041	80,101	81,161	82,221

Second Split February – June 2004

W	40,572	41,632	42,692	43,752	44,812
X	40,925	41,985	43,045	44,105	45,165
Y	41,801	42,861	43,921	44,981	46,041
Z	42,701	43,761	44,821	45,881	46,941
A	44,108	45,168	46,228	47,288	48,348
B	46,409	47,469	48,529	49,589	50,649
C	50,287	51,347	52,407	53,467	54,527
D	53,327	54,387	55,447	56,507	57,567
E	56,753	57,813	58,873	59,933	60,993
F	60,183	61,243	62,303	63,363	64,423
G	65,896	66,956	68,016	69,076	70,136
H	68,750	69,810	70,870	71,930	72,990
I	71,693	72,753	73,813	74,873	75,933
J	73,797	74,857	75,917	76,977	78,037
K	75,275	76,335	77,395	78,455	79,515
L	78,906	79,966	81,026	82,086	83,146
M	79,404	80,464	81,524	82,584	83,644

Addendum A4
2004-2005

	Bachelor	Bachelor + 30	Master	Master + 30	Doctorate
V	41,750	42,810	43,870	44,930	45,990
W	42,500	43,560	44,620	45,680	46,740
X	42,869	43,929	44,989	46,049	47,109
Y	43,787	44,847	45,907	46,967	48,027
Z	44,729	45,789	46,849	47,909	48,969
A	46,252	47,312	48,372	49,432	50,492
B	48,673	49,733	50,793	51,853	52,913
C	52,675	53,735	54,795	55,855	56,915
D	55,905	56,965	58,025	59,085	60,145
E	59,582	60,642	61,702	62,762	63,822
F	63,316	64,376	65,436	66,496	67,556
G	69,242	70,302	71,362	72,422	73,482
H	72,196	73,256	74,316	75,376	76,436
I	75,170	76,230	77,290	78,350	79,410
J	77,302	78,362	79,422	80,482	81,542
K	78,730	79,790	80,850	81,910	82,970
L	82,506	83,566	84,626	85,686	86,746
M	83,004	84,064	85,124	86,184	87,244

for administrative purposes, increment will be defined as 3.6%

Addendum B

CO-CURRICULAR GUIDES
High School

	2002-03	2003-04	2004-05
Application Support Asst.	\$4,204	\$4,414	\$4,635
Art Advisor	\$2,425	\$2,546	\$2,673
Athletic Director, Asst.	\$6,027	\$6,328	\$6,645
AV	\$4,178	\$4,387	\$4,607
Band Front	\$2,884	\$3,028	\$3,179
Band, Assistants	\$2,450	\$2,573	\$2,701
Band, Concert	\$4,351	\$4,569	\$4,797
Band, Marching	\$4,392	\$4,612	\$4,842
Cheerleading Fall	\$3,000	\$3,150	\$3,308
Cheerleading, Winter, JV	\$1,095	\$1,150	\$1,208
Cheerleading, Winter	\$3,282	\$3,447	\$3,619
Choir	\$3,013	\$3,164	\$3,322
Choral	\$4,285	\$4,500	\$4,725
Class Advisor, Gr. 9	\$1,567	\$1,646	\$1,728
Class Advisor, Gr. 10	\$1,567	\$1,646	\$1,728
Class Advisor, Gr. 11	\$2,425	\$2,546	\$2,673
Class Advisor, Gr. 12	\$2,425	\$2,546	\$2,673
Co-Op, Agriculture	\$1,253	\$1,315	\$1,381
Co-Op, Business	\$1,253	\$1,315	\$1,381
Computer Co-ordinator	\$4,032	\$4,234	\$4,445
Computer Windows Specialist	\$651	\$684	\$718
Credit Completion	\$1,996	\$2,096	\$2,201
Department Chair	\$3,757	\$3,945	\$4,142
Base plus \$100/member	\$0	\$0	\$0
Detention Monitor	\$4,714	\$4,950	\$5,197
Detention, Saturday	\$73	\$77	\$81
per session	\$0	\$0	\$0
Drama	\$4,714	\$4,950	\$5,197
FBLA	\$0	\$0	\$0
FFA	\$3,576	\$3,754	\$3,942
FFA, Head	\$5,778	\$6,067	\$6,371
Foods, shopping	\$1,253	\$1,315	\$1,381
Foreign Exchange Adv.	\$2,450	\$2,573	\$2,701
G & T Coordinator	\$4,178	\$4,387	\$4,607
G & T Facilitator (1)	\$2,450	\$2,573	\$2,701
G & T Facilitator(2)	\$3,702	\$3,887	\$4,081
Honor Society	\$1,935	\$2,032	\$2,133
ITIP	\$0	\$0	\$0
Literary Magazine	\$2,326	\$2,443	\$2,565
Manitou	\$4,827	\$5,068	\$5,322
Network Support, Asst.	\$651	\$684	\$718
Network Training Specialist	\$1,762	\$1,850	\$1,943

Nutshell	\$3,576	\$3,754	\$3,942
School Store	\$2,450	\$2,573	\$2,701
Set Design	\$2,425	\$2,546	\$2,673
Student Activities	\$8,571	\$8,999	\$9,449
Student Council, Asst.	\$3,075	\$3,228	\$3,390
Student Council	\$3,147	\$3,304	\$3,469
Support Teacher (experienced)	\$369	\$387	\$407
Support Teacher (new)	\$550	\$550	\$550
Twirlers	\$2,792	\$2,932	\$3,079
Unit Leader, CST,BSIP	\$2,926	\$3,072	\$3,226
Unit Leader, Alternative	\$2,926	\$3,072	\$3,226
Web Master	\$4,804	\$5,044	\$5,297
Weight Training	\$1,833	\$1,924	\$2,021

Coaching Guide

2002-03

		1	2	3	4	5
Baseball	Head	3774	4151	4573	5030	5533
	Assistant	2797	3078	3390	3729	4102
Field Hockey	Head	3837	4221	4649	5114	5626
	Assistant	2805	3085	3399	3739	4113
Basketball	Head	4354	4790	5276	5804	6384
	Assistant	3132	3446	3796	4175	4593
Football	Head	4749	5225	5755	6331	6964
	Assistant	3406	3746	4128	4540	4994
Golf	Head	2653	2918	3215	3537	3890
Crosscountry	Head	3133	3447	3797	4176	4594
Gymnastics	Head	3668	4034	4444	4888	5377
	Assistant	2536	2789	3072	3380	3717
Track	Head	3740	4114	4532	4985	5483
	Assistant	2693	2963	3264	3591	3950
Soccer	Head	3776	4153	4576	5033	5537
	Assistant	2838	3122	3435	3778	4156
Tennis	Head	2809	3090	3404	3745	4119
Softball	Head	3774	4151	4573	5030	5533
	Assistant	2797	3078	3390	3729	4102
Wrestling	Head	4051	4455	4909	5400	5940
	Assistant	3027	3330	3669	4036	4439
Winter Track	Head	2653	2918	3215	3537	3890

All coaches will receive a 5% increase in 2002-03

All coaches will remain on 2001-02 step in 2002-03

2003-04

		1	2	3	4	5
Baseball	Head	3962	4358	4801	5282	5810
	Assistant	2937	3231	3560	3916	4308
Field Hockey	Head	4029	4432	4882	5370	5907
	Assistant	2945	3239	3569	3926	4318
Basketball	Head	4572	5030	5540	6094	6703
	Assistant	3289	3618	3986	4384	4823
Football	Head	4987	5486	6043	6647	7312
	Assistant	3577	3934	4334	4767	5244
Golf	Head	2786	3064	3376	3713	4085
Crosscountry	Head	3290	3620	3987	4385	4824
Gymnastics	Head	3851	4236	4666	5132	5646
	Assistant	2663	2928	3226	3549	3903
Track	Head	3927	4320	4758	5234	5758
	Assistant	2828	3111	3428	3770	4147
Soccer	Head	3965	4360	4805	5285	5814
	Assistant	2980	3278	3606	3967	4364
Tennis	Head	2949	3245	3574	3932	4325
Softball	Head	3962	4358	4801	5282	5810
	Assistant	2937	3231	3560	3916	4308
Wrestling	Head	4253	4678	5154	5670	6237
	Assistant	3179	3496	3852	4237	4661
Winter Track	Head	2786	3064	3376	3713	4085

All coaches on steps 1-4 will move up one step on guide

Coaches off guide will receive a 5% increase

Coaches on step 5 will receive a 5% increase and move off guide

2004-05

		1	2	3	4	5
Baseball	Head	4161	4359	4794	5282	5810
	Assistant	3084	3231	3555	3916	4308
Field Hockey	Head	4230	4431	4875	5370	5907
	Assistant	3092	3239	3563	3926	4318
Basketball	Head	4801	5029	5533	6094	6703
	Assistant	3453	3618	3980	4384	4823
Football	Head	5236	5485	6035	6647	7312
	Assistant	3755	3934	4327	4767	5244
Golf	Head	2925	3065	3370	3713	4085
Crosscountry	Head	3454	3619	3981	4385	4824
Gymnastics	Head	4044	4236	4659	5132	5646
	Assistant	2796	2929	3221	3549	3903
Track	Head	4123	4320	4752	5234	5758
	Assistant	2969	3111	3422	3770	4147
Soccer	Head	4163	4361	4796	5285	5814
	Assistant	3129	3278	3606	3967	4364
Tennis	Head	3097	3244	3569	3932	4325
Softball	Head	4161	4359	4794	5282	5810
	Assistant	3084	3231	3555	3916	4308
Wrestling	Head	4466	4679	5146	5670	6237
	Assistant	3337	3496	3846	4237	4661
Winter Track	Head	2925	3065	3370	3713	4085

All coaches on steps 1-4 will move up one step on guide

Coaches off guide will receive a 5% increase

Coaches on step 5 will receive a 5% increase and move off guide

MISCELLANEOUS STIPENDS
Schedule D

Medical waiver payments

Single	\$1,000.
Parent/ Child	\$1,250.
Husband/ wife	\$1,750.
Family	\$2,000.

Dental	\$ 100.
Prescription	\$ 200.

Tuition Reimbursement

Pool	\$10,000.
Maximum per person per year	\$ 625.

Mileage
Set at the IRS approved rate

Independent Study Stipend 2002-05	\$150.00 per student
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Home Bound Instruction

2002-03	\$24.00
2003-04	\$25.00
2004-05	\$26.00

Time in the field includes up to 1 hour of travel time.

Class coverage

	ES/MS	HS
2002-03	\$19.50	\$39.00
2003-04	\$20.50	\$41.00
2004-05	\$21.50	\$43.00

Curriculum Development

2002-03	\$20.50
2003-04	\$21.50
2004-05	\$22.50

Professional Development Stipend

2002-05	\$26.50
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Co-Curricular not otherwise covered

2002-03	\$16.50
2003-04	\$17.50
2004-05	\$18.50

Perfect Attendance	\$100.00
Outstanding Attendance	\$ 50.00

Appendix E- Reversion Language. Should Block scheduling be abandoned by the Board, the contract will revert to the following language.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours

1. Teacher Day

Members are expected to devote to their assignments, in meeting the needs of the young people, the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes but to check in and out on a sheet so designated by their building principals.

2. Length of Day - Full Time Employees

The total in-school workday of all teachers in the system shall consist of a minimum of seven hours and a maximum of seven and one-half hours in accordance with the requirements of the particular building needs. This time shall also include a duty free lunch period.

3. Less Than Full Time Employees

Any employee who is employed less than full time shall be entitled to a pro-rated share of those divisible benefits available to full time personnel (vis, sick days, professional days, personal days, lunch periods, preparation periods). The pro-rating shall be accomplished by applying a fraction to the total benefit available to full time personnel. The numerator of such fraction shall be the number of hours worked per week by the less than full time employee; the denominator shall be thirty-seven and one-half hours. All partial days will be rounded to the nearest half day.

It is understood and agreed that certain benefits cannot be pro-rated because they are non-divisible (vis, health insurance, dental insurance, prescription). To qualify for the aforementioned non-divisible benefits, during the term of this agreement, the less than full time personnel must work no less than twenty (20) hours per week. Teachers who work twenty (20) hours per week shall be paid one-half (1/2) of the salary determined by their step on guide and will continue to be eligible for and entitled to insurance coverage.

Less than full time teachers shall have, without division, all other rights and privileges guaranteed to full time teachers including, but not limited to, compensation for co-curricular positions, class coverage, and tuition reimbursement.

4. Arrival and Dismissal Time

Except as might be required because of duty needs, no High School teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupils' school day, and shall be permitted to leave twenty minutes after the close of the pupils' school day. No Elementary School teacher shall be required to report more than ten minutes before the opening of the pupils' day. They shall not be required to stay for more than twenty minutes after the pupils' dismissal time on Tuesday through Friday. On Monday, they will be required to stay for 45 minutes after student dismissal for purposes of planning. On half-days, teachers who leave for lunch must be back at their assigned stations no later than 1:15 p.m.

B. Teaching Load

1. Grades 9-12

Realizing the absolute necessity of providing proper conditions for professional personnel, but subject to the Board's right to maintain the efficiency of the school district operations entrusted to it, no secondary teacher, except in cases of emergency shall have a work schedule exceeding five (5) student instruction periods, one (1) preparation period as provided hereinafter (E.1), and one (1) additional student contact period, exclusive of limited supervisory duties before and after school, as well as student activity periods scheduled during the school day. The High School Athletic Director shall have a maximum of three (3) student instruction periods and one (1) additional student contact period. This can only be changed by emergency conditions such as a change in school hours. (Note: ATP language deleted as per agreement)

2. Elementary Schools K-8

The daily teaching load in the elementary schools, whenever possible will not exceed five and one-half (5 1/2) hours of pupil contact but in no instance will it exceed six (6) hours of pupil contact.

3. Department Heads (Grades 9-12)

Department heads shall not be assigned more than four (4) student instruction periods and one (1) student contact period on each day.

4. Number of Preparations (Grades 9-12)

High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations. All possible efforts will be made in this direction. If an occasion arises where it is not possible, the Association will be consulted.

5. Continuous Teaching in Secondary Schools

Normally, secondary teachers shall not be required to teach continuously for more than three (3) periods. In the event it is necessary that a secondary teacher have four (4) continuous student instruction periods, the period following will not involve any student contact. When the administration feels that four (4) continuous student instruction periods are necessary, the Association will be consulted.

6. Continuous Teaching in Elementary Schools

Every effort will be made by the Administration to keep continuous teaching to a maximum of three (3) hours, three (3) periods.

C. Lunch Periods

1. Teachers shall have a daily duty-free lunch period in all schools which shall be a minimum of twenty (20) minutes duration.

2. Leaving of Building

Teachers may leave the building without requesting permission during their scheduled duty-free periods, but must indicate their absence on a sign-in sheet.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings twice a month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty

(60) minutes. Except in cases of an emergency involving the health and safety of students and teachers, this shall be the rule.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be held on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall be given an opportunity to suggest items for the agenda.

E. Preparation Time

1. Time Allotment

Preparations time will be provided as follows:

Grades K-8: One (1) period of forty (40) minutes duration per day, except for Special Services teachers who will have the equivalent of forty (40) minutes per day.

Grades 9-12: One (1) period per day (42 minutes):

2. Extra Pay and/or Release Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the rate as listed in schedule D.

F. Extra-Curricular Activities

Teachers will be compensated for extra-curricular activities in accordance with the pay schedule adopted and attached as a part of this contract. This does not include evening activities, PTA meetings or other such type functions. All coaching and extra-curricular activities shall be performed on a voluntary basis. For those services rendered in connection with student activities for which a stipend or hourly rate is not otherwise provided in this agreement, the hourly rate as listed in schedule D.

ARTICLE VIII NON-TEACHING DUTIES

A. Scope of Professionalism

The Board of Education adhering to the philosophy that the teaching profession embraces varied contacts with children in order that a professional may get to know a youngster better, feels that the scope of professionalism extends beyond the walls of the classroom and embraces other responsibilities.

1. Volunteer Assistants

Every effort will be made to initiate a program whereby volunteer assistants will assist elementary teachers in supervising the cafeteria and playground during lunch periods.

2. Cafeteria Supervision

In regard to cafeteria supervision of high school students, all available certificated personnel will be rotated on an equitable basis, and the non-teaching schedule will not be arranged to avoid that duty.

3. Hall Duty

Each period a high school teacher will insure that the halls are cleared.

B. Extra Duties

In the scheduling of extra duties, the Association chairperson of each building will be consulted by the principal in the building in order that an equitable arrangement may be achieved.

Addendum F

a. A \$500 annual increment will be awarded to qualifying certificated staff members on September 30th starting in 1998.

b. To qualify for the PDI, staff members must successfully complete 45 hours of professional development courses* offered by the school district between November 6, 1996 and August 31, 1998.

c. Staff members must be employed prior to November 6, 1996 to be eligible for the PDI.

d. Staff members enrolled in the PDI program will not receive an hourly stipend for participating in the courses.

e. Only courses offered beyond regular school hours or during the summer will be counted toward the 45 hour requirement.

* Each professional development program will include a classroom application component.

The ACEP coaching course will not count toward the 45 hour requirement.

Workshops offered outside of the school must have prior administrative approval in order to count toward the 45 hour requirement. The cost of such workshops is the responsibility of the staff member.

This language will be retained in this contract until the last person who has qualified for this increment has left the district. A list of the qualified members will be made available to the Association annually by the Superintendent or his/her designee.

APPROVED

Warren Gessmann, President
Upper Freehold Regional
Education Association

Date

Lynn Meara, President
Upper Freehold Regional
Board of Education

Date

Philip Magazzo, Negotiation
Chairperson, Upper Freehold
Regional Education Assoc.

Date

Barry Wright, Negotiation
Chairperson, Upper Freehold
Regional Board of Education

Date

ASSISTANTS

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ARTICLE I RECOGNITION

A. Pursuant to Chapter 123, P.L. 1974, State of New Jersey, the Upper Freehold Regional Board of Education hereby recognizes the Upper Freehold Regional Education Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and terms and conditions of employment for all assistants including: Non-Instructional Assistants, and Instructional Assistants.

B. Unless otherwise specified in this Agreement, the personnel included in this unit agreement described above shall hereinafter be referred to as employees.

ARTICLE II ENTIRE AGREEMENT - NEGOTIATIONS PROCEDURE

A. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. In the event that the parties mutually agree to alter, amend or supplement this Agreement, the terms of any subsequent Agreement shall be reduced to writing, signed by the parties hereto, ratified by the Association and adopted by the Board. The terms hereof shall not be otherwise changed, modified or amended.

C. In accordance with the provisions of Chapter 123, Public Laws of 1973 of the State of New Jersey, the parties agree to commence negotiations for the successor agreement not later than September 30, 1992.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

E. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons alleging said violation.

3. An employee shall mean any paid assistant.

4. An immediate supervisor shall mean that member of Administration to whom the employee normally reports, or their designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, they may present a grievance either orally or in writing to their immediate supervisor. All grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. A reply to the grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

3. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, the employee may request that the grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time the member requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following this level of review.

4. Should a grievant be dissatisfied with the reply to the grievance given by the Superintendent, the member may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of her desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so required, for the grievance not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph, shall mean a committee of the Board made up of members of the Board which the Board so designates.

5. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

7. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

8. The arbitrator shall limit any decisions strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions.

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

ARTICLE IV HOURS OF WORK

A. Subject to the provisions below, all full-time Assistants shall work eight (8) hours per day, inclusive of one-half hour duty free lunch period. The parties agree that there is a need for flexibility in scheduling the hours in the work day. Accordingly, the Building Principal, in his discretion, may schedule the eight-hour work day between 7:30 a.m. and 3:30 p.m., or 7:45 a.m. and 3:45 p.m., or 8:00 a.m. and 4:00 p.m., or 8:15 a.m. and 4:15 p.m., or 8:30 a.m. and 4:30 p.m., or 8:45 a.m. and 4:45 p.m., or 9:00 a.m. and 5:00 p.m.

B. The work day on Friday and days preceding holidays shall be reduced by thirty (30) minutes.

C. All half-time Assistants shall work four (4) hours per day. The working hours for said half-time personnel shall be scheduled by the Building Principal of all building personnel and by the Superintendent of Schools for all other personnel. Any half-time personnel required to work a full day shall receive a half-hour duty free lunch period.

D. Employees in the unit shall not be required to work on days which the schools are closed due to inclement weather.

E. Employees in the unit shall be entitled to one (1) uninterrupted rest period of fifteen (15) minutes during the morning and one (1) uninterrupted rest period of fifteen (15) minutes during the afternoon, at such time as shall be mutually agreed upon by the employee and the immediate supervisor.

F. Compensatory time shall be handled at the building level whereby the building head will be responsible for processing applications in connection with same and communicating decisions to the employee involved.

ARTICLE V SICK LEAVE

A. All ten-month employees shall be allowed, without deduction from salary twelve (12) sick days leave per year.

B. The aforementioned sick leave is cumulative. The total number of days of sick leave that may be used by an employee in any one year shall be the current annual sick leave allowance of twelve (12) plus the accumulated reserve.

C. No employee shall accumulate any sick leave while on an authorized leave of absence.

D. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her immediate family or for any other purpose other than that expressed herein is prohibited.

E. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of their sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members**.

- Step 1 Ascertain number of years of service and annual salary upon retirement
- Step 2 Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
- Step 3 Using the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.

Example After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the teachers' contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit.

1993 - 1996

Years of Service	Compensation
15	\$2,000
20	2,500
25	3,000
30	3,500
35	4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE VI PERSONAL LEAVES OF ABSENCE

A. A maximum of three (3) days of absence annually may be allowed with full pay. Such days will be granted without a reason being expressed by the application other than the day is being taken pursuant to this section. In no event will approval for any of the three (3) days' absence be automatically granted immediately before or immediately after a holiday or vacation or when three (3) consecutive personal days are requested. In the latter two situations the days shall only be granted after approval of the administration.

Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

C. Leave for illness in the family. Once personal leave is exhausted, assistants would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction of \$18.25 per day.

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE VII CALENDAR

A. The work year for Assistants shall consist of one hundred eight-six (186) working days scheduled between September 1st and June 30th as follows: Begin the same day as all teachers, plus one hundred eighty-one (181) student days, plus three (3) days between the last day for students in June and June 30th.

B. Assistants may be required to participate in district in-service programs at the discretion of the administration. Requests from assistants to participate in district in-service programs shall be made to their immediate supervisors. If approved, the supervisors shall submit the request to the Director of Curriculum for processing.

C. Assistants may apply for one (1) para-professional day for professional growth activities. Approval of the immediate supervisor and Superintendent will be required. The district's extant form for professional days will be used for such requests.

D. Written notification of contract renewal/non-renewal and salary status for the following year will be given each employee on or before June 30th of each school year.

E. All Assistants may fulfill their responsibilities for one or more of their three (3) working days beyond the teachers' work year by working an equivalent number of hours beyond their normal working day on a "comp time" basis during the school year with the approval of their immediate supervisor.

ARTICLE VIII SALARIES

A. The Board shall pay salaries in accordance with the salary schedules attached hereto and made a part thereof.

B. The Board reserves the right to withhold an increment for just cause.

C. The Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on any existing salary guide.

D. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

- a. One week salary for each full year of service in the Board's employ.
- b. The Board, in its sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

**ARTICLE IX
INSURANCE PROTECTION**

1. The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the 2002-03, 2003-04, 2004-05 school years will be Blue Cross/ Blue Shield of New Jersey. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

**2. Dental and Prescription Insurance will be Board paid as follows:
Dental coverage will be carried under the Delta Dental Insurance terms in effect during the 1998-99 contract year at a co-pay rate of 80/20.**

Prescription co-pay will be: \$ 0.00 for mail prescriptions, \$ 5.00 for generic prescriptions and \$10.00 for name brand prescriptions.

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,000
Parent/child	\$1,250
Husband/ Wife	\$1,750
Family	\$2,000

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 100
Prescription	\$ 200

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

Support staff employed 30 hours or more of a regular full time assignment will be eligible for coverage.

All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full time, tenure eligible employees and those meeting the requirements in Paragraph B above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) upon attaining tenure. All employees who are not tenure eligible, who are employed thirty(30) or more hours per week, shall receive full health insurance benefits(husband/wife, parent/child, family, whichever is applicable) after having worked 3 consecutive full years of employment.

ARTICLE X DEDUCTIONS FROM SALARY

A- Payroll and Dues Deductions

The Board agrees to deduct from the salary of its employees dues for the Upper Freehold Regional Education Association and the New Jersey Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S. 52:14-15.9(e)), and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. Such transmittal shall be made by the 15th of each month following the monthly pay period in which deductions were made.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if

membership is not so available, the employer shall immediately cease making said deductions.

7. The Association 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 costs and expenses, that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE XI PROMOTIONS

Promotions shall be made at the sole discretion of the Superintendent of Schools.

ARTICLE XII EMPLOYEE EVALUATION

Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor and/or principal at least once in each contract year before April 1st. Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response. The response and the evaluation shall be forwarded to the Superintendent and shall be filed in the central personnel file.

ARTICLE XIII VOLUNTARY TRANSFERS

A. In the event that a vacancy occurs in any unit position, the Superintendent shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the main office of each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the Superintendent, including the positions and the location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall retain unilaterally the right to dispose of any such request as it sees fit.

ARTICLE XIV PERFECT/OUTSTANDING ATTENDANCE

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

ARTICLE XV MISCELLANEOUS PROVISIONS

Children of Support Staff Members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District shall be permitted to continue on roll without payment of tuition. (note deletion of date reference) Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering impact of the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

ARTICLE XVI ADMINISTRATION OF CONTRACT

A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by the Association, to the Board at:
Upper Freehold Regional Board of Education
27 High Street
Allentown, New Jersey 08501
2. If by the Board, to the Association at:
President, Upper Freehold Regional Education
Association
Home Address (to be advised)

Non- Instructional Assistants	2002-03		2003-04		2004-05
	1st split	2nd split	1st split	2nd split	
	X	13,566	13,973	14,434	
Y	14,145	14,570	15,050	15,397	16,128
Z	14,748	15,191	15,692	16,053	16,816
A	15,682	16,152	16,685	17,069	17,880
B	16,496	16,990	17,551	17,955	18,808
C	17,312	17,831	18,420	18,843	19,739
D	18,235	18,782	19,402	19,849	20,791
E	18,935	19,503	20,147	20,610	21,589
F	19,746	20,338	21,009	21,493	22,514
G	20,797	21,421	22,128	22,637	23,712
H	21,514	22,160	22,891	23,418	24,530
I	22,211	22,877	23,632	24,175	25,324
J	23,077	23,770	24,554	25,119	26,312
K	23,775	24,488	25,296	25,878	27,107
L	24,576	25,313	26,148	26,750	28,020
M	25,531	26,297	27,164	27,789	29,109
N	26,175	26,961	27,850	28,491	29,844
O	26,998	27,808	28,725	29,386	30,782

Instructional	Assistants				2004-05
	2002-03 1st split	2nd split	2003-04 1st split	2nd split	
X	16,091	16,573	17,120	17,514	18,346
Y	16,507	17,003	17,564	17,968	18,821
Z	16,969	17,478	18,055	18,470	19,347
A	17,421	17,944	18,536	18,962	19,863
B	18,303	18,852	19,474	19,922	20,868
C	19,444	20,027	20,688	21,164	22,169
D	20,357	20,967	21,659	22,157	23,210
E	21,268	21,906	22,629	23,150	24,249
F	22,180	22,845	23,599	24,142	25,289
G	23,088	23,781	24,566	25,131	26,324
H	23,994	24,714	25,529	26,116	27,357
I	24,900	25,647	26,493	27,102	28,390
J	25,807	26,581	27,458	28,090	29,424
K	26,709	27,510	28,418	29,072	30,452
L	27,611	28,439	29,378	30,053	31,481
M	28,512	29,367	30,336	31,034	32,508
N	29,409	30,292	31,291	32,011	33,531
O	30,322	31,232	32,263	33,005	34,572

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Assistants'

CUSTODIANS

This language is being retained in the event of a return to in house custodial services

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ARTICLE I RECOGNITION

The Board hereby recognized the Association as the exclusive bargaining representative for the following described unit:

1. Custodians

Excluded from the unit shall be the Director of Buildings and Grounds, Asst. Director of Buildings and Grounds, Asst. Supervisor of Buildings and Grounds, the Head Custodian and Groundskeepers.

ARTICLE II NEGOTIATION PROCEDURE

The exclusive representative shall submit in writing proposals for collective negotiation to the Board for commencing negotiations in any subsequent school year in which this Agreement expires. Negotiations shall commence in accordance with the timetable established by PERC of the same year and ground rules will be determined by the parties in negotiation at the first meeting.

This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons alleging said violation.

3. An employee shall mean any person in the unit as defined in the Recognition article of this Agreement.

4. An immediate superior shall mean that member of the staff to whom the employee normally reports, or his designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, they may present a grievance either orally or in writing to their immediate superior. All grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. Should the employee present his grievance orally and it is not resolved to this satisfaction within five (5) weekdays, they shall set forth his grievance in writing to the Supervisor of Buildings and Grounds and the Association specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussions;
- d. any dissatisfaction with discussions previously rendered;
- e. remedy sought.

3. A reply to the written grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

4. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, they may request that their grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time they requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following his review.

5. Should a grievant be dissatisfied with the reply of the grievance given by the Superintendent, they may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of a desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so requested, for the grievance not later than twenty (20) calendar days following receipt of the notice. The grievant may have a representative of their own choosing present when the grievance is being reviewed by the Board. The Board shall render a written decision not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph shall mean a committee of the Board made up of members of the Board which the Board so designates.

6. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

7. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

8. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

9. The arbitrator shall limit their decision strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions:

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law, except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

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.

ARTICLE IV EMPLOYEE RIGHTS

1. Criticism of an employee by any administrator regarding the employee's job performance shall be made in confidence and not in the presence of colleagues, parents or students.

2. Whenever the Board of Education or any of its committees requires any employee to appear before the Board or such committee, concerning any disciplinary matter which could adversely affect the employee's position or salary, such employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of their choosing present to advise and represent them during such meeting.

ARTICLE V ASSOCIATION RIGHTS

1. The Board agrees, within a reasonable period of time after receiving a written request, to make available to the Association information in the public domain.

2. The Association shall have the right to hang a reasonable size bulletin board in each faculty room.

3. The Association and its representatives shall be permitted to use a school room at reasonable hours for Association meetings provided a written request for such use is made to the Superintendent of Schools. Before any such request, it must comply with the guidelines outlined in Board policies.

4. The Association shall be permitted reasonable use of school equipment provided it meets all of the requirements set forth in Board policy regarding such use.

ARTICLE VI EMPLOYEE WORK YEAR

1. The Board shall have the absolute right to establish the school calendar. Should the Association desire to make recommendations concerning said calendar, said recommendations shall be delivered to the Superintendent no later than February 1 of each year of the Agreement's duration.

2. The work year for twelve-month employees shall commence on July 1 and conclude on June 30. The work year for ten-month employees shall commence on September 1 and conclude on June 30.

3. Twelve-month employees shall receive the following vacation time:

a. Employment for less than one year shall carry an entitlement of one working day for each month employed and the restriction that no vacation may be taken unless employment has been for a minimum of two (2) months.

b. Employment for one year, but less than eight (8) years, ten (10) working days.

c. Employment for eight (8) years or more, fifteen (15) working days.

d. The Board reserves the right to specify the conditions under which vacation may be taken. The Board, in its sole discretion has the right to

implement a common ten (10) day vacation period for all employees in the unit. Those employees entitled to more than ten (10) days vacation in one year would receive, should the Board implement a common vacation, that portion of his vacation in excess of ten (10) days in the manner herein provided.

Employees eligible for vacation must apply for same to the Superintendent at least three (3) months in advance of the desired start date. Special consideration shall be given to emergencies. All applications are subject to final approval by the Superintendent.

Vacations must be taken with two (2) years of the time earned. In no event shall an employee be permitted to carry forward to a subsequent year more than ten (10) vacation days. Accumulated vacation days in excess of ten, which are not used in any particular year, will be considered abandoned. No payment shall be made for abandoned vacation time.

An employee who anticipates termination of their services may take accrued vacation prior to the termination date with proper approval as set forth above. Accrued vacation may be paid to the estate of a deceased employee or to a retiring employee.

4. If school is closed early due to inclement weather or snow accumulation, custodial staff shall only be required to work a six hour day. If custodians agree to work longer than six hours on such days, they shall be given the option of receiving time and a half or compensatory time on a date mutually agreeable to the employee and the supervisor.

5. Employees shall be granted the following days as holidays during the 1986-1987 and 1987-1988 school years: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Day, Day after Christmas, New Years Day, Martin Luther King Jr.'s Birthday, Easter Monday and Memorial Day. Should any of the foregoing holidays fall on a Saturday or Sunday, the administration shall schedule an alternate day off, with pay, for all unit members.

ARTICLE VII EMPLOYEE HOURS AND LOAD

1. The work day of an employee shall consist of eight (8) hours exclusive of a lunch period. The employer shall have discretion in establishing daily work schedules.

2. Meetings which take place after the regular in-school work day and which require attendance by the employee shall not be called on Fridays or on any day immediately preceding a holiday or day upon which employee attendance at work is not required; unless administratively necessary as determined by the Superintendent of Schools.

3. It shall be a condition of continued employment for all those presently employed to possess a Black Seal License within one year of the execution of this Agreement. All new employees hired following the execution of this Agreement shall, as a condition of continued employment, possess a Black Seal License on or before the first anniversary date of their employment.

4. Any hours worked by an employee over and above a work week of forty (40) hours will be compensated at a rate of time and a half.

5. Before premium pay will be made, the custodial employee must work in excess of their regular shift or an equivalent number of hours. It is agreed that during the summer season or parts of it, certain custodial employees' regular shift may consist of four (4) ten-hour days per week.

6. The Upper Freehold Regional Board of Education agrees to give five (5) calendar days notice to an employee when it becomes necessary to change the employee's shift, except in cases of emergency, as determined by the employer.

ARTICLE VIII EMPLOYMENT

1. Each employee shall be placed on the proper step of the salary guide as negotiated between the Board of Education and the Association. It is agreed that the placement of all unit members as reflected on Schedule "B" of this Agreement is proper.

2. Previously accumulated sick days shall be restored to all returning employees on Board-approved leaves, but no days shall be added for the period of leave.

3. All employees who shall not receive a contract, salary increment or raise shall be notified in writing no later than April 30th.

4. Upon written request, an employee whose contract is not renewed, will be given the reasons for such non-renewal.

5. The Board shall upon request provide the Association with a seniority list for employees indicating date of hire. This list shall be updated annually by September 30th.

ARTICLE IX INSURANCE

1- The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier for the 1993-94, 1994-95, 1995-96 school years will be CIGNA. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.

2. Premium Increases for Dental and Prescription Insurance combined shall be board paid as follows:

Increases up to and including the negotiated settlement percentage.

1996-97; 3.95%

1997-98; 4.15%

1998-99: 4.25%

Premium increases beyond these specified above shall be paid by the employee subject to the following limits:

\$100 per year per employee or

10% of the total premium whichever is less.

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,000
Parent/child	\$1,250
Husband/ Wife	\$1,750
Family	\$2,000

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 100
Prescription	\$ 200

These payments are individual to each employee and shall not impact upon the tax liability of medical, dental, or prescription benefits received by members remaining in the plan, in accordance with Section 25 of the

Employees who work 20 hours or more per week shall continue to be eligible for and entitled to Insurance coverage.

ARTICLE X PROMOTIONS

1. Except in cases of emergency, a notice of a vacancy in any position to be filled shall be sent to each school for posting at least ten (10) days before the final date when applications must be submitted. A copy shall be sent to the Association if such a vacancy becomes available in a summer recess period when schools are closed.

2. Employees who desire to apply for any such vacancies above, shall submit their application in writing to the Superintendent. When a vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

3. Employees who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent, together with the position(s) for which they apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they applied.

4. All employees shall be given opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

ARTICLE XI EVALUATIONS

1. The parties recognize the importance of implementing a program of employee evaluations for the purpose of promoting individual job performance and improving services to students. Evaluations of employees shall be conducted twice annually by their immediate supervisor.

2. Employees shall have the right to receive a copy of their observation report and shall have the right to a signed copy of any formal observation report.

3. Nothing in an employee's file will be used in disciplinary proceedings unless the employee has received a copy prior to any hearing for discipline.

4. An employee may request the right to inspect material in their individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material which they is permitted to inspect.

5. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not

establish any separate personnel file which is not available for the employee's inspection.

6. Any disciplinary warning notice will be considered for removal from the personnel file after two years, on a case by case basis, after application being made by the employee.

ARTICLE XII SICK LEAVE

1. Sick leave is defined as leave taken by a person steadily employed by the school district who is absent from the assigned post of duty because of personal disability due to illness or injury or because a member has been excluded from school by the school district's medical inspector as the result of contagious disease in the employee's immediate household.

2. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.

3. Twelve-month employees shall receive fifteen (15) sick leave days annually, all of which shall be accumulative. All ten-month employees shall receive twelve (12) sick leave days annually, all of which shall be accumulative.

4. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her/his immediate family or for any other purpose other than that expressed herein is prohibited.

5. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of that member's sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

a) Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members.**

- Step 1 - Ascertain number of years of service and annual salary upon retirement.
 - Step 2 - Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
 - Step 3 - Use the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.
- Example: After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the Teacher's contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit

*1986-1988	
Years of Service	Compensation
15	\$2,000
20	\$2,500
25	\$3,000
26	\$3,500
27	\$4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE XIII PERSONAL LEAVES OF ABSENCE

A-1. A maximum of three (3) days of absence annually may be allowed with full pay. Three (3) such days will be granted without giving reasons for same. The only exceptions shall be when a personal day is requested for a day immediately before or after a regularly scheduled holiday or when three (3) consecutive personal days are requested. On the latter two situations the days shall only be granted after approval of the administration.

A-2. Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

A-3. Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. All employees, upon application for permission, shall be entitled to a maximum of five (5) days off with full pay in the event of each death in the immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law. All employees shall be entitled to one (1) day off with full pay in the event of each death of nephews, nieces, uncles, aunts, brother-in-law and sister-in-law.

C. Leave for illness in the family. Once personal leave is exhausted, custodial personnel would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction as noted in Schedule D

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE XIV DEDUCTIONS

1. Deductions from each employee's salary shall be in accordance with New Jersey statutes for the following:

- A. Pension and Annuity Funds and loan repayment;
- B. Contributory Insurance;
- C. Association payroll deduction;
- D. Washington National Insurance.

2. The Board shall deduct from the salaries of its employees dues for the Upper Freehold Regional Education Association, the Monmouth County Education Association, New Jersey Education Association and the National Education Association, as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to and time sufficient for effectuation of such change.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in

the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association 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 costs and expenses, that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE XV FLOATING HOLIDAYS

Employees who use three (3) or fewer sick days during a given school year shall be granted one (1) floating holiday during the subsequent school year.

ARTICLE XVI PERFECT/OUTSTANDING ATTENDANCE

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

ARTICLE XVII MISCELLANEOUS PROVISIONS

A. Severance Clause-

Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.

- a. One week salary for each full year of service in the Board's employ.
- b. The Board, in it's sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

B1. If any provisions of this Agreement or any application of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

2. Any individual contract between the Board and an individual employee theretofore or thereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3. There will be an emergency, 24-hour phone number, at which the Supervisor of Buildings and Grounds, can be reached in emergency situations.

4. Each member of the unit shall be provided five (5) shirts (three (3) long sleeve, two (2) short sleeve), and three (3) pair of pants. Uniforms shall be worn while on duty.

5. One (1) uniform including coveralls or jacket and gloves will be provided for the entire unit's use when working in the freezer. This uniform will be kept in the area of the freezer.

6. Each custodian following their probationary period shall receive a \$50.00 work shoe allowance. Said shoes shall be worn at work

7. The district will provide two rain coats in each building for use by the custodial staff in inclement weather.

8. Children of support staff members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District during the 1989-1990 school year shall be permitted to continue on roll without payment of tuition.(Note: reference to years deleted). Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

ARTICLE XVIII BOARD'S RIGHTS

The Board of Education has and hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, including but not limited to:

(a) the selection and hiring of any and all persons who are to be employed by the Board of Education. The retention or dismissal, promotion or demotion and transfer of any person so employed shall be within the discretion of the Board of Education.

(b) the managing and administering of the school system, its property and its facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

ARTICLE XIX DURATION OF AGREEMENT

The terms of this Agreement shall be effective as of July 1, 1996 and shall remain in full force and effect until and including June 30, 1999.

1996-99 CUSTODIAL GUIDES

LICENSED DAY (3)			
	1996-97	1997-98	1998-99
A	\$ 20,274	\$ 21,176	\$ 22,160
B	\$ 21,286	\$ 22,223	\$ 23,245
C	\$ 22,297	\$ 23,267	\$ 24,326
D	\$ 23,308	\$ 24,310	\$ 25,404
E	\$ 24,317	\$ 25,351	\$ 26,479
F	\$ 25,326	\$ 26,390	\$ 27,551
G	\$ 26,336	\$ 27,428	\$ 28,622
H	\$ 27,340	\$ 28,461	\$ 29,685
I	\$ 28,346	\$ 29,494	\$ 30,747
J	\$ 29,351	\$ 30,525	\$ 31,807
K	\$ 30,355	\$ 31,554	\$ 32,863
L	\$ 31,358	\$ 32,581	\$ 33,917
M	\$ 32,361	\$ 33,607	\$ 34,968
N	\$ 33,361	\$ 34,628	\$ 36,014
O	\$ 35,060	\$ 36,375	\$ 37,812

LICENSED SHIFT (3E)			
A	\$ 20,739	\$ 21,661	\$ 22,669
B	\$ 21,751	\$ 22,708	\$ 23,752
C	\$ 22,762	\$ 23,752	\$ 24,833
D	\$ 23,772	\$ 24,794	\$ 25,910
E	\$ 24,781	\$ 25,835	\$ 26,984
F	\$ 25,790	\$ 26,873	\$ 28,055
H	\$ 26,798	\$ 27,910	\$ 29,124
I	\$ 27,805	\$ 28,945	\$ 30,190
J	\$ 28,810	\$ 29,977	\$ 31,251
K	\$ 29,815	\$ 31,008	\$ 32,310
L	\$ 30,817	\$ 32,035	\$ 33,364
M	\$ 31,820	\$ 33,061	\$ 34,416
N	\$ 32,823	\$ 34,087	\$ 35,468
O	\$ 33,824	\$ 35,109	\$ 36,513

UNLICENSED DAY (4)

	1996-97	1997-98	1998-99
A	\$ 17,123	\$ 17,989	\$ 18,870
B	\$ 18,143	\$ 19,052	\$ 19,975
C	\$ 19,162	\$ 20,112	\$ 21,077
D	\$ 20,181	\$ 21,171	\$ 22,176
E	\$ 21,197	\$ 22,226	\$ 23,270
F	\$ 22,213	\$ 23,281	\$ 24,363
H	\$ 23,228	\$ 24,333	\$ 25,452
I	\$ 24,242	\$ 25,384	\$ 26,538
J	\$ 25,258	\$ 26,434	\$ 27,623
K	\$ 26,270	\$ 27,481	\$ 28,703
L	\$ 27,282	\$ 28,525	\$ 29,779
M	\$ 27,983	\$ 29,244	\$ 30,516
N	\$ 29,300	\$ 30,606	\$ 31,922
O	\$ 30,310	\$ 31,646	\$ 32,990

UNLICENSED SHIFT (4E)

A	\$ 17,593	\$ 18,483	\$ 19,388
B	\$ 18,612	\$ 19,544	\$ 20,491
C	\$ 19,630	\$ 20,603	\$ 21,591
D	\$ 20,647	\$ 21,660	\$ 22,688
E	\$ 21,662	\$ 22,715	\$ 23,782
F	\$ 22,681	\$ 23,771	\$ 24,876
H	\$ 23,695	\$ 24,822	\$ 25,963
I	\$ 24,709	\$ 25,872	\$ 27,048
J	\$ 25,723	\$ 26,921	\$ 28,132
K	\$ 26,735	\$ 27,967	\$ 29,211
L	\$ 27,747	\$ 29,012	\$ 30,287
M	\$ 28,758	\$ 30,055	\$ 31,361
N	\$ 29,802	\$ 31,130	\$ 32,468
O	\$ 30,773	\$ 32,130	\$ 33,495

SECRETARIES

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ARTICLE I RECOGNITION

A. Pursuant to Chapter 123, P.L. 1974, State of New Jersey, the Upper Freehold Regional Board of Education hereby recognizes the Upper Freehold Regional Education Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and terms and conditions of employment for all secretarial personnel excluding: All regularly employed secretarial employees in the district's administration offices.

B. Unless otherwise specified in this Agreement, the personnel included in this unit agreement described above shall hereinafter be referred to as employees.

ARTICLE II ENTIRE AGREEMENT - NEGOTIATIONS PROCEDURE

A. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. In the event that the parties mutually agree to alter, amend or supplement this Agreement, the terms of any subsequent Agreement shall be reduced to writing, signed by the parties hereto, ratified by the secretarial employees and adopted by the Board. The terms hereof shall not be otherwise changed, modified or amended.

C. In accordance with the provisions of Chapter 123, Public Laws of 1973 of the State of New Jersey, the parties agree to commence negotiations for the successor agreement not later than September 30, 1996.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

E. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean an alleged violation, interpretation or application of any provision of this Agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.

2. A grievant is the person or persons alleging said violation.

3. An employee shall mean any secretarial employee.

4. An immediate supervisor shall mean that member of Administration to whom the employee normally reports, or his designee.

B. Grievance Procedure

1. When an employee believes they have been aggrieved, she may present a grievance either orally or in writing to their immediate supervisor. All grievances shall be presented not later than twenty (20) calendar days following the occurrence which is the basis for the grievance.

2. A reply to the grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.

3. Should a grievant be dissatisfied with the reply to the grievance at the initial step of the procedure, the member may request that the grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time the member requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following this review.

4. Should a grievant be dissatisfied with the reply to the grievance given by the Superintendent, the grievant may request that the grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of any desire to have the grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date, if so required, for the grievance not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph, shall mean a committee of the Board made up of members of the Board which the Board so designates.

5. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

7. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

8. The arbitrator shall limit all decisions strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions.

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary or capricious to constitute an abuse of discretion.

(c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. Miscellaneous

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure.

ARTICLE IV HOURS OF WORK

A. Subject to the provisions below, all full-time secretarial personnel shall work eight (8) hours per day, inclusive of one-half hour duty-free lunch period. The parties agree that there is a need for flexibility in scheduling the hours in the work day. Accordingly, Building Principals in their discretion, may schedule the eight-hour work day between 7:30 a.m. and 3:30 p.m., or 7:45 a.m. and 3:45 p.m., or 8:00 a.m. and 4:00 p.m.

B. The work day on Friday and days preceding holidays shall be one-half hour shorter except during the summer period when the work day is shortened.

C. The work day during the summer period shall commence at 8:00 a.m. and conclude at 3:00 p.m., inclusive of one-half hour duty-free lunch period. The summer period is defined as commencing on July 1st and concluding on September 1st.

D. All half-time secretarial personnel shall work four (4) hours per day. The working hours for said half-time personnel shall be scheduled by the Building Principal of all building personnel and by the Superintendent of Schools for all other personnel. Any half-time personnel required to work a full day shall receive a half-hour duty free lunch period.

E. Employees in the unit shall not be required to work on days which the schools are closed due to inclement weather. When school is dismissed early due to inclement weather, all secretaries, except the high school principal's secretary and the elementary principal's secretary, may leave when the teachers leave (i.e. 20 minutes after the students). The principals' secretaries shall remain 30 minutes longer.

F. Employees in the unit shall be entitled to one uninterrupted rest period of fifteen (15) minutes during the morning and one uninterrupted rest period of fifteen (15) minutes during the afternoon, at such times as shall be mutually agreed upon by the employee and the immediate supervisor.

G. Compensatory time shall be handled at the building level whereby the building head will be responsible for processing applications in connection with same and communicating decisions to the employee involved.

ARTICLE V SICK LEAVE

A. All twelve-month employees shall be allowed, without deduction from salary, fifteen (15) sick days leave per year.

B. All ten-month employees shall be allowed, without deduction from salary, twelve (12) sick days per year.

C. The aforementioned sick leave is cumulative. The total number of days of sick leave that may be used by an employee in any one year shall be the current annual sick leave allowance of twelve (12) or fifteen (15) days, as the case may be, plus the accumulated reserve.

D. No employee shall accumulate any sick leave while on an authorized leave of absence.

E. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in her immediate family or for any other purpose other than that expressed herein is prohibited.

F. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of his/her sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

Formula for computing the accumulated sick leave/retirement/death benefit for **non-certificated staff members.**

- Step 1 Ascertain number of years of service and annual salary upon retirement
- Step 2 Using the teacher's guide for the step equal to the number of years of service of the individual retiring, locate the salary on the Bachelor's guide and that will give you the denominator of the fraction used in the calculation.
- Step 3 Using the chart* in the teacher's agreement to determine the numerator, which will be a number between \$2,000 and \$4,000. Divide by the teacher's salary which for the 1984-85 school year was between \$14,364 and \$31,598. That will yield a percent between 7.5% and 12.7%. That percentage shall be applied to the retiree's annual salary to yield retirement benefit.

Example After 18 years of service a non-certificated employee is retiring. Her salary at the time of retirement is \$14,450. Article XIV of the teachers' contract for 15-19 years of service = \$2,000. Teacher's salary at step 18 = \$25,739.

$$\frac{2000}{25,739} = 7.8\%$$

7.8% x \$14,450 = \$1,127 accumulated sick leave retirement benefit.

Years of Service	Compensation
15	\$2,000
20	2,500
25	3,000
30	3,500
35	4,000

Written notice of intent to retire must be submitted to the Superintendent's Office ninety (90) days prior to the issuance of the accumulated sick leave retirement benefit.

ARTICLE VI PERSONAL LEAVES OF ABSENCE

A-1. A maximum of three (3) days of absence annually may be allowed with full pay. Such days will be granted without a reason being expressed by the application other than the day is being taken pursuant to this section. In no event will approval for any of the three (3) days' absence be automatically granted immediately before or immediately after a holiday or vacation or when three (3) consecutive personal days are requested. In the latter two situations the days shall only be granted after approval of the administration.

A-2. Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.

Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.

B. The number of school days, not to exceed five (5), will be allowed without loss of pay in the event of each death in the immediate family. The term immediate family shall be understood to include only the following: Grandfather, Grandmother, Father, Father-in-law, Mother, Mother-in-law, Husband, Wife, Child, Brother, Sister. An allowance of one (1) day per year in case of the death of a relative not heretofore mentioned will be granted.

C. Leave for illness in the family. Once personal leave is exhausted, secretaries would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction of \$18.25 per day.

D. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE VII CALENDAR

A. The work year for all ten-month employees shall commence on September 1 and conclude on June 30.

The calendar shall not in any way affect school calendar holidays now enjoyed by the ten-month employees (Defined as the same holidays as the teaching staff).

B. All twelve-month employees shall work the "school calendar" as set by the Board of Education while school is in session. Following the termination of the school year, all twelve-month employees shall work Monday through Friday, with the exception of those days established as holidays in N.J.S.A. 36:1-1.

ARTICLE VIII VACATIONS

- A. Vacation time will be granted for all members of the unit as follows:
- (a) Employment for one year or more - ten (10) working days.
 - (b) Employment for less than one year shall carry an entitlement of one (1) working day for each month employed and the restriction that no vacation may be taken unless employment has been for a minimum of two (2) months.

ARTICLE IX SALARIES

- A. The Board shall pay salaries in accordance with the salary schedules attached hereto and made a part hereof.
- B. The Board reserves the right to withhold an increment for just cause.
- C. The Board retains the authority to specify the salary of new positions and to determine the credit to be awarded for placement on any existing salary guide.
- D. In order to advance one step on a salary guide, an employee must have served at least one-half of the prior fiscal year with the district.
- E. Severance Clause-
- Should the Board decide to privatize, pursuant to law, its non-instructional staff, there shall be certain remuneration paid as severance pay.
- a. One week salary for each full year of service in the Board's employ.
 - b. The Board, in its sole discretion, may increase the foregoing for any employee who has twenty(20) or more full years of employment with the Board.

ARTICLE X INSURANCE PROTECTION

- 1- The Board of Education shall provide health coverage for both employee and dependents where applicable with the said carrier. The carrier will be Blue Cross/ Blue Shield of New Jersey. The coverage provided will be equal to or better than the existing coverage provided by the State Health Benefits Program covering State employees. A copy of coverage will be provided for each employee.
2. **Dental and Prescription Insurance will be Board paid as follows:**
Dental coverage will be carried under the Delta Dental Insurance terms in effect during the 1998-99 contract year at a co-pay rate of 80/20.
Prescription co-pay will be: \$ 0.00 for mail prescriptions, \$ 5.00 for generic prescriptions and \$10.00 for name brand prescriptions.

Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the

necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.

At the commencement of the 1994-95 contract year, any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single	\$1,000
Parent/child	\$1,250
Husband/ Wife	\$1,750
Family	\$2,000

At the same point in time, any employee who elects to waive dental or prescription benefits will receive in lieu thereof the following cash payments:

Dental	\$ 100
Prescription	\$ 200

The Board will make application for IRS approval to ensure that those employees who do not opt out of the Health Insurance Plan will not have the insurance costs taxed as income in accordance with Section 125 of the Internal Revenue Code.

Support staff employed 30 hours or more of a regular full time assignment will be eligible for coverage.

All new hires, commencing with the 1997-98 school year, will receive single health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage. All full time, tenure eligible employees and those meeting the requirements in Paragraph above, shall receive full health insurance (husband/wife, parent/child, family, whichever is applicable) after having worked 3 years in the district..

ARTICLE XI DEDUCTIONS FROM SALARY

A- Payroll and dues Deductions

The Board agrees to deduct from the salary of its employees dues for the Upper Freehold Regional Education Association and the New Jersey Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S. 52:14-15.9(e)), and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. Such transmittal shall be made by the 15th of each month following the monthly pay period in which deductions were made.

B -REPRESENTATION FEE

1. If any employee does not become a member of the Association during any school year commencing July 1 and concluding June 30, which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Within ten days after the beginning of each school year, the amount of said representation fee shall be calculated by the Association pursuant to N.J.A.C. 19:17-3.4 and certified to the Board by the Association, which amount

shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the union to its own membership.

3. Once during each school year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current school year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association 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 costs and expenses, that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article .

ARTICLE XII PROMOTIONS

Promotions shall be made at the sole discretion of the Superintendent of Schools.

ARTICLE XIII EMPLOYEE EVALUATION

Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor and/or principal at least once in each contract year before April 1st. Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response. The response and the evaluation shall be forwarded to the Superintendent and shall be filed in the central personnel file.

ARTICLE XIV VOLUNTARY TRANSFERS

A. In the event that a vacancy occurs in any unit position, the Superintendent shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the main office of each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the Superintendent, including the positions and the location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall retain unilaterally the right to dispose of any such request as it sees fit.

ARTICLE XV CHILDREN OF SUPPORT STAFF

Children of Support Staff Members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District shall be permitted to continue on roll without payment of tuition in. Beginning with the 1990-91 school year children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering impact of the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.

ARTICLE XVI PERFECT/OUTSTANDING ATTENDANCE

Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$100.00 on October 31st.

Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$50.00 on October 31st.

ARTICLE XVII ADMINISTRATION OF CONTRACT

A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by the Association, to the Board at:
Upper Freehold Regional Board of Education
27 High Street
Allentown, New Jersey 08501
2. If by the Board, to the Association at:
President, Upper Freehold Regional Education
Association
Home Address (to be advised)

10 Month Secretaries

	2002-03		2003-04		2004-05
	1st split	2nd split	1st split	2nd split	
X	16,091	16,573	17,120	17,514	18,346
Y	16,990	17,500	18,077	18,493	19,372
Z	17,489	18,014	18,608	19,036	19,941
A	17,995	18,535	19,147	19,587	20,517
B	19,038	19,609	20,256	20,722	21,706
C	20,081	20,684	21,366	21,858	22,896
D	21,124	21,758	22,476	22,993	24,085
E	22,165	22,830	23,584	24,126	25,272
F	23,212	23,909	24,698	25,266	26,466
G	24,254	24,981	25,806	26,399	27,653
H	25,455	26,219	27,084	27,707	29,023
I	26,674	27,475	28,381	29,034	30,413
J	27,733	28,565	29,507	30,186	31,620
K	28,789	29,652	30,631	31,335	32,824
L	29,843	30,738	31,753	32,483	34,026
M	30,899	31,826	32,876	33,632	35,230
N	31,957	32,916	34,002	34,784	36,436
O	33,013	34,003	35,126	35,933	37,640
P	34,069	35,091	36,249	37,083	38,844
Q	35,124	36,177	37,371	38,231	40,047
R	36,181	37,266	38,496	39,381	41,252
S	37,236	38,354	39,619	40,530	42,456
T	38,118	39,261	40,557	41,490	43,461

	12 month Secretaries				2004-05
	2002-03 1st split	2nd split	2003-04 1st split	2nd split	
X	16,091	16,573	17,120	17,514	18,346
Y	17,071	17,584	18,164	18,582	19,464
Z	19,241	19,818	20,472	20,943	21,938
A	19,689	20,279	20,949	21,430	22,448
B	21,696	22,347	23,084	23,615	24,737
C	23,702	24,413	25,219	25,799	27,024
D	24,933	25,681	26,528	27,139	28,428
E	26,162	26,947	27,836	28,476	29,829
F	27,393	28,215	29,146	29,816	31,233
G	28,623	29,482	30,455	31,155	32,635
H	30,061	30,963	31,985	32,720	34,274
I	31,523	32,469	33,540	34,311	35,941
J	32,772	33,755	34,869	35,671	37,365
K	34,018	35,038	36,195	37,027	38,786
L	35,267	36,325	37,523	38,386	40,210
M	36,512	37,607	38,848	39,741	41,629
N	37,761	38,894	40,178	41,102	43,054
O	39,008	40,178	41,504	42,458	44,475
P	40,260	41,468	42,836	43,821	45,903
Q	41,509	42,754	44,165	45,181	47,327
R	42,759	44,041	45,495	46,541	48,752
S	44,006	45,326	46,822	47,899	50,174
T	45,805	47,179	48,736	49,857	52,225

**ARTICLE XVIII
DURATION OF AGREEMENT**

The terms of this Agreement shall be effective as of July 1, 2002 and shall remain in full force and effect until and including June 30, 2005.

Other than the changes enumerated above, all provisions of the present contract between the Upper Freehold Regional Board of Education and the Upper Freehold Regional Education Association shall remain in force and are hereby incorporated into this agreement for the 2002-03, 2003-04, and 2004-05 school years.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals placed thereon.

For the Upper Freehold
Regional Education Association

For the Upper Freehold
Regional Board of Education

Date Chairperson of the
 Negotiating Committee

Date Chairperson of the
 Negotiating Committee

Date President

Date President

	Instructional	Assistants				2004-05
		2002-03 1st split	2nd split	2003-04 1st split	2nd split	
X	16,091	16,573	17,120	17,514	18,346	
Y	16,507	17,003	17,564	17,968	18,821	
Z	16,969	17,478	18,055	18,470	19,347	
A	17,421	17,944	18,536	18,962	19,863	
B	18,303	18,852	19,474	19,922	20,868	
C	19,444	20,027	20,688	21,164	22,169	
D	20,357	20,967	21,659	22,157	23,210	
E	21,268	21,906	22,629	23,150	24,249	
F	22,180	22,845	23,599	24,142	25,289	
G	23,088	23,781	24,566	25,131	26,324	
H	23,994	24,714	25,529	26,116	27,357	
I	24,900	25,647	26,493	27,102	28,390	
J	25,807	26,581	27,458	28,090	29,424	
K	26,709	27,510	28,418	29,072	30,452	
L	27,611	28,439	29,378	30,053	31,481	
M	28,512	29,367	30,336	31,034	32,508	
N	29,409	30,292	31,291	32,011	33,531	
O	30,322	31,232	32,263	33,005	34,572	

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Assistants'

Technology Index
0 – 1 ½ years = 1.0
1 ½ - 3 years = 1.1
3 years = 1.2

