



**AGREEMENT
BETWEEN
FREEHOLD TOWNSHIP BOARD OF EDUCATION
FREEHOLD, NEW JERSEY
AND
FREEHOLD TOWNSHIP EDUCATION ASSOCIATION
CUSTODIAL, MAINTENANCE AND GROUNDS UNIT
JULY 1, 2007 - JUNE 30, 2010**

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ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Custodial, Maintenance and Grounds workers employed by the Freehold Township Board of Education, except for lead custodians.**
- B. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall apply to all employees represented by the Association in the negotiations unit as defined above.**

ARTICLE II NEGOTIATION PROCEDURES

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-5.1, et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. The Board may request proof of such authorization. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board, shall be signed by the Board and Association. The signature of the Association on the contract shall be pursuant to authorization received from the membership. The Association shall advise the Board in writing that the membership has approved the tentative Agreement reached between the parties and that the Association is prepared to execute an Agreement. Thereafter, the Board shall advise the Association in writing that the Board has approved the tentative Agreement and is prepared to execute an Agreement.**
- 2. The Association shall submit its contract proposals in writing to the Superintendent of Schools and the Board by December 1st of the calendar year preceding the calendar year in which this Agreement expires, and such submission of proposals shall constitute the opening of formal negotiations. In the event such proposals are not received by the Superintendent of Schools and Board of Education by December 1st the then current Agreement shall continue in full force and effect for the ensuing school year. No later than sixty (60) days from the time the Association's proposal is received by the Board, the first negotiation meeting will be held. This may be changed by mutual consent of the two parties.**
- 3. The Board reserves the right to present a total proposal of its own as well as counter proposals to those presented by the Association. Such proposals shall be presented to the Association in writing no later than January 15th.**
- 4. All meetings between the parties for the purpose of negotiations shall be scheduled to take place when the members of the bargaining team are free from assigned duties.**
- 5. The Association and the Board may be represented by persons of their own choosing. However, the size of each bargaining team shall not exceed nine (9) at any**

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meeting. To ensure continuity and a speedy resolution to negotiations, both parties agree to endeavor to keep the same members of the bargaining team throughout negotiations.

- B. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the Freehold Township Schools which the Association may require in connection with negotiations. Nothing contained herein shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.**
- C. 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 ASSOCIATION RIGHTS

- A. No person covered under this Agreement shall engage in official Association activities during the time that he/she is assigned to duty. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times outside of normal work hours, provided that this shall not interfere with or interrupt normal school operations or responsibilities.**
- B. The Association and its representatives shall have the right to use the school buildings at reasonable times during non-school hours for membership meetings with no denial of reasonable requests. The Association will file a facility use request with the Board Office should they wish to use the school building for any Association meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of the building by the Association or its representatives.**
- C. The Association shall have the right, with the permission of the School Superintendent or his/her designee, to use school equipment on the site: including typewriters, mimeographing machines, other duplicator equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not in use. The Association shall provide all materials and supplies incidental to such use. Permission will be granted for the use of all equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.**
- D. The Association shall have the exclusive right in each building for the use of a bulletin board in faculty lounges, plus the use of inter-office mail and mailboxes. Copies of all Association materials to be posted on such bulletin boards shall be signed and dated by the person who posts the materials.**
- E. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for advising its members of any violation of the provisions of this Agreement when recognized during the life of this Agreement.**

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- F. It is the responsibility of the Association, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VI, if it is felt that any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association nor its representatives shall assume Board, administrative or supervisory authority.**

ARTICLE IV EMPLOYEE RIGHTS

- A. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause in conformance with Board policy and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent therein set forth. This shall not apply to probationary employees as defined in Article VII.**
- B. Whenever any employee is required to appear before the Superintendent, Board or any committee concerning termination of employment or salary, then he/she shall be given prior written notice of the reasons for such meeting or interview. The employee shall, at his/her option, be entitled to have a representative of the Association present to advise him/her and to represent him/her at all meetings including instances when the employee is required to appear before the Board.**
- C. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during normal school hours.**
- D. Any criticism by a supervisor, administrator, or Board member of any employee shall be made in confidence to the individual and not in the presence of others. Any criticism by an employee of a fellow employee, supervisor, administrator, or Board member shall be made in confidence to the individual and not in the presence of others.**
- E. When copies of any materials are to be placed in an employee's personnel file, the employee shall receive a copy.**

ARTICLE V BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the citizens of the Township of Freehold, Monmouth County, New Jersey, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Laws and the Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:**

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- 1. To the executive, management and administrative control of the Freehold Township Board of Education and its properties and facilities and the activities of its employees;**
 - 2. To hire, assign, promote, transfer from shifts and retain employees covered by this agreement with the Board or to suspend, demote, discharge or take disciplinary action against employees; to make work assignments, work and shift schedules, including overtime assignments; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Board operations; to determine the methods, means, and personnel by which such operations are to be conducted.**
 - 3. To establish, modify, change or abandon operating methods to assure efficient and economical operations subject to applicable laws;**
 - 4. To determine work schedules, hours, the duties, responsibilities and assignments of employees.**
- B. Nothing contained herein shall be construed to deny or restrict the Board with respect to its power, rights, authority, duties, and responsibilities under N.J.S.A. 18A and N.J.A.C. 6, or any other national, state, county or local laws or ordinances.**

ARTICLE VI GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a complaint by a member of the bargaining unit that there has been to him or her a misinterpretation or misapplication or violation of the terms of the Agreement.

B. PURPOSE

- 1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.**
- 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting terms and conditions of employment under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.**
- 3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the Administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.**

C. PROCEDURE

- 1. An aggrieved employee shall institute action under the provisions hereto within thirty (30) working days of the occurrence complained of or within thirty (30)**

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working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative or representatives to appear with him/her at any step after the first step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
4. **Level One.** The grievant shall with or without an Association Representative present the grievance informally to the grievant's immediate supervisor within thirty (30) working days of the occurrence. This discussion shall be an attempt to resolve this matter informally. Within ten (10) days from the date of the meeting between the grievant and the employee's immediate supervisor, a grievance may be submitted in writing to the immediate supervisor by the grievant and/or the Association. Within ten (10) days thereafter, a written reply shall be given by the supervisor to the grievant and Association.
5. **Level Two.** Within twenty (20) days from receipt of the Supervisor's reply, the grievant or Association may submit the grievance in writing to the School Business Administrator. He/She or His/Her representative shall meet within fifteen (15) days after receipt of the grievance with the grievant and his/her Association representative to discuss the matter. The School Business Administrator shall send his/her decision in writing to the Association within fifteen (15) school days after the grievance meeting.
6. **Level Three.** Within fifteen (15) days after receipt of the decision, if the grievance is still unresolved, the matter may then be submitted to the Board Secretary for review by the Board. The Board may consider the appeal on the written record submitted to it, or the Board may, at its option, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. The Board shall make a determination within twenty-five (25) days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative, if there be one, the principal, the Superintendent and the Association of its determination. The time period may be extended by mutual agreement of the parties. The Board's determination, in any event, shall be considered final with regard to the following types of grievances:
 - a. Any grievance based upon the application or interpretation of a policy or administrative decision or otherwise not based on the express provisions of this Agreement.
 - b. Any grievance arising out of disciplinary action, including discharge, against any employee who has not completed three (3) years of service.

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- 7. Level Four. In the event that the grievant is not satisfied with the disposition rendered by the Board of Education, and the grievance does not come under one of the exclusions set forth under Level 3, above, appeal may be taken to arbitration. An appeal shall be initiated by the grievant within fifteen (15) days of the disposition rendered under Level 3 by the filing of a written demand for arbitration, along with a request for a list of arbitrators, with the Public Employment Relations Commission. Selection of an arbitrator shall be governed by the rules of the Public Employment Relations Commission.**
- D. The arbitrator shall proceed with a hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted in writing to the Board and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision with which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.**
- E. The cost for the service of the arbitrator shall be borne by the losing party to the arbitration. Any other expenses incurred shall be paid by the party incurring the same.**
- F. MISCELLANEOUS**
 - 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.**
 - 2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.**
 - 3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.**
 - 4. 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 or work year, or if it is filed after the end of the school year or work year, then the time limits shall be established by counting workdays following the end of the school year.**

ARTICLE VII EMPLOYMENT

- A. The first 120 days of employment for all new employees shall be considered a probationary period for purposes of this contract. During the probationary period, the Board may discharge an employee for any reason and the employee shall not have recourse to the grievance procedures.**

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- B. Each newly hired employee shall obtain a valid Black Seal License, within two (2) years of employment. The Board of Education will offer training once a year and shall schedule testing twice each year. Employees are only entitled to participate in one Board sponsored training program. In the event the employee does not obtain the license, the employee is subject to discharge. Following the submission of a valid Black Seal License, the employee shall be paid the annual stipend pursuant to Schedule C. (prorated)**
- C. 1. a. Newly employed persons shall be placed on a step of the appropriate salary guide which is mutually acceptable at the time. The Board agrees to provide the new employee with a copy of the salary guide and an explanation of hiring and placement practices prior to employment. Previous work experience may be considered for placement on the salary guide: the employee will sign a statement that he/she has been given a copy of the salary guide; that placement has been explained to him/her; and that the benefit package has been explained to him/her.**
 - b. Any person employed on or before December 31 of any school year shall be given full credit for one (1) year of service towards the next year's salary guide.**
- 2. Employees promoted to a position that pays a higher hourly wage will be placed on a step of the appropriate salary guide which is mutually acceptable at the time. Prior to the transfer, the employee will sign a statement to this effect.**
- 3. When an employee's request for a transfer is approved, the employee will be placed on a step of the appropriate salary guide which is mutually acceptable at the time. Prior to the transfer, the employee will sign a statement to this effect.**
- 4. When an employee is involuntarily transferred to a position which pays a lower hourly wage, the employee will be placed on the salary step of the appropriate guide which will result in no loss of hourly pay.**
- D. The Board may, at its discretion, conduct initial performance testing for all new employees prior to their hire.**

ARTICLE VIII VACANCIES, PROMOTIONS, AND TRANSFERS

- A. An employee may apply for any position at any time. Such application should be on the form designated by the Superintendent or his/her designee and addressed to the Superintendent or his/her designee. Applications will be considered should such vacancy occur, either during the school year or during the summer. The application must be renewed annually.**
- B. In filling a vacancy within the bargaining unit, the Board agrees to consider the following: the performance evaluations of the individuals; the effectiveness of the individuals in their present position, and other relevant matters such as attitude, stability, dependability, loyalty, and the length of time each has been in the school system. The decision of the Board as to the filling of such vacancies shall, however, be final and not subject to the grievance procedure.**

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- C. When a job vacancy occurs, employees in that category who desire to transfer to another work shift or to another school and who have filed a written request to transfer into the vacant position, will be considered for such transfer. When considering such written requests for transfer from more than one employee, selection, if made, will be on the basis of qualifications and ability to perform the work. Where qualifications and ability are equal, the most senior employee shall be given preference.**
- D. In the event of the elimination of a job resulting in an involuntary transfer or a transfer to another building or a change in working hours other than on a temporary basis, the Board agrees to consider all volunteers for said assignment prior to a decision being rendered.**
- E. The parties recognize that changes in assignments and transfers between schools will be necessary. While the right of determination to assign or transfer an employee is vested in the Board, the Board will not in any case assign or transfer an employee without prior discussion with said employee. Such transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.**

ARTICLE IX

SENIORITY AND JOB SECURITY

- A. School district seniority is defined as service by employees in the school district in the collective bargaining unit covered by this agreement.**
- B. The Board shall establish and maintain seniority lists of employees' names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority lists for the purposes of reducing or restoration of the work force. The name of all employees with shorter length of continuous service shall follow the name of such senior employee in order until the name of the employee with the shortest length of service appears at the foot of the lists. The provisions of this Article shall be subject to requirements of Title 18A:17-3.**
- C. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "seniority list." Such seniority list shall be kept up-to-date with additions and subtractions as required. The Association will be supplied with a copy of said list.**
- D. Employee's seniority shall be deemed lost for the following reasons:**
 - 1. Justifiable discharge**
 - 2. Resignation**
 - 3. Layoff for a period of two (2) years.**
 - 4. Failure to reply within ten (10) working days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.**

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- E. Seniority shall not be accumulated during the period of layoff. Upon recall the employee shall have his/her accumulated seniority restored to the date of layoff.**

ARTICLE X COVERAGE AND HOURS OF WORK

Provision A and B shall apply to full-time, twelve (12) month, employees.

- A. Full time employees shall work an eight (8) hour day or a forty (40) hour work week.**
- B. Full time employees shall work an eight (8) hour day, inclusive of a one-half (1/2) hour meal break, plus two 10 minute breaks.**

The following provisions shall apply to all employees.

- C. Hours of employment shall be determined by the school opening and closing times. The specific hours of assignment shall be made by the Board of Education through the Educational Facilities Manager.**
- D. Employees who engage in extra work authorized by the building principal or the Educational Facilities Manager shall be compensated as follows:**
- 1. It is the intention of the Board to comply with State Labor Laws in the compensation of overtime when such is previously approved and properly worked.**
 - 2. No overtime shall be worked without the prior approval of the Superintendent or his/her designee.**
 - 3. Overtime will be paid at the rate of 1-1/2 times regular hourly pay when approved. Increments of one-quarter hour shall be used.**
 - 4. Emergency calls in off school hours will be compensated at (1-1/2) times regular hourly pay, with a minimum of two hours pay.**
 - 5. Time worked on a Sunday shall be compensated at two (2) times regular hourly pay.**
 - 6. Time worked on an agreed to holiday, not specified in number 7 below, shall be compensated at one and one half (1 1/2) times the regular hourly pay.**
 - 7. Time worked on the legal holidays of Independence Day, Labor Day, Christmas Day, Thanksgiving Day, New Year's Day, Easter Day, Good Friday and Memorial Day shall be compensated at two and one half (2 1/2) times the regular hourly pay.**
- E. In the event that outside organizations, or services necessitate overtime work employees will be compensated at the appropriate overtime rate of pay.**
- F. In the event of an early closing, the evening shift shall continue to work their normal shift. This will allow for the continuation of facilities in the evening. However, depending on the severity of the storm, the Administration may determine to send people home prior to the conclusion of their shift.**
- 1. In the event of a school closing due to inclement weather:**

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- a. Individuals who are expected to work but do not report to work will be charged with either a personal day or vacation day. If an individual does not have any personal or vacation days, they will suffer a loss of pay.
 - b. Those who report tardy are expected to work the same number of hours as those individuals who arrived on time. For example, if the crew was expected to work at 9:00 a.m. and completed work by 1:00 p.m., an individual who reported to work at 11:00 a.m. would be expected to work until 3:00 p.m. to make up the time. It is the responsibility of the Educational Facilities Manager, or in his/her absence, the Crew Chief/Lead Custodian to assign the individual work to perform.
- G. Staff will not be required to work on days when serving on jury duty, or the two NJEA conference days.

ARTICLE XI EVALUATION

- A. Employees will be evaluated at least twice during the school year. Evaluations will be conducted by individuals designated by the Superintendent. A written report of the evaluation shall be completed and signed by the employee and the supervisor. A conference shall be scheduled by mutual agreement within five (5) working days following the evaluation; at which time a written copy of the evaluation shall be given to the employee. The conference shall occur in a private location no later than ten (10) working days following the observation. The employee's signature merely indicates knowledge of the report and does not necessarily indicate agreement with the content. An employee may add comments to the report. The evaluation report is to be placed in the employee's personnel file. A copy of the report shall be given to the employee.
- B. All formal evaluations of the work performance of the employee shall be conducted openly and with full knowledge of the employee.
- C. The Board shall protect the confidentiality of personal references, academic credentials, evaluations and other similar documents.

ARTICLE XII HOLIDAYS

- A. Holidays shall be as designated by mutual agreement between the Board of Education and the Association on a yearly basis. A copy of the holiday schedule shall be provided to the employee each year.
- B. Twelve month employees are entitled to thirteen (13) holidays during each year. If the school calendar, as adopted, does not designate a maximum of thirteen (13) days, then those days remaining to make a total of thirteen (13) days shall be mutually agreed upon by the Administration and the majority of the custodial, maintenance and grounds staff and secretaries, except that no holidays may be scheduled when school is in session. There shall be one holiday schedule for all members of the Association entitled to these days.
 1. When Christmas Eve Day and New Year's Eve Day fall on a work day, the school district will be closed. These days will not be charged against any other vacation

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entitlements. In the event that Christmas Eve and/or New Year's Eve shall fall on Saturday or Sunday, covered employees shall be permitted to select, with approval of the Superintendent, another day.

2. Days requested for the observance of religious holidays shall be charged as personal days.

ARTICLE XIII VACATION

- A. Vacation leave with pay is applicable to twelve (12) month, full-time employees only as follows:

- B. Twelve (12) month employees shall be entitled to vacation leave with pay as follows:

Years 1-4	Ten days (10)
Years 5 through 10	Fifteen days (15)
Year 11 through 14	Eighteen days (18)
Year 15 and more	Twenty days (20)

- C. Vacations may only be taken when the employee's work assignments have been met to the satisfaction of the Educational Facilities Manager prior to the start of the vacation.
- D. Request for vacation forms shall be filled out by the employee and given to the immediate supervisor at least one (1) pay period prior to the taking of the vacation. Approval will be granted based on compliance with other sections of this Article. All vacation days taken must be approved beforehand by the Educational Facilities Manager.
- E. When two (2) or more employees perform related tasks in a school or department, at least one (1) must be on duty during normal work days to ensure the effective operation of the department.
- F. All vacation time shall be taken during the year of accrual. Vacation days may not be accumulated without the approval of the Principal, Educational Facilities Manager and the knowledge of the School Business Administrator. Except that, employees may carry over up to five (5) vacation days each year. These shall be non-cumulative and expire if not used in the carry-over year. Each employee wishing to carry over up to 5 days shall inform his/her supervisor in writing by June 30 prior to the year into which the days are to be carried over.
- G. Maintenance and grounds personnel are encouraged to take their vacation during the winter months. All vacations are to be taken with the knowledge and approval of the Educational Facilities Manager.

ARTICLE XIV SICK LEAVE

- A. Sick Leave is defined under New Jersey Status Annotated (R.S.) 18A:30-1 et. seq. as follows: Sick Leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authority on account of a

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contagious disease or being quarantined for such a disease in his/her immediate household.

- B. In case of personal illness of full-time employees, an allowance of full pay will be made for thirteen (13) days for twelve month employees in any school year. If any such person requires in a school year less than the specified number of days, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay as need in subsequent years.**
- C. A physician's certificate stating the illness, the inability of the employee to report to work, and the period of such disability may be required in case of absence on account of personal illness for more than three (3) consecutive days.**
- D. Any employee retiring/resigning from the Freehold Township School District with a minimum of ten (10) years service in the district, will be paid for unused accumulated sick leave according to the following schedule:

 \$50.00 per day to a maximum of \$6,000.00

In the case of the death of an employee prior to retirement or resignation, who otherwise meets the criteria to collect payment for unused sick leave, the Board of Education will pay the entitlement to the employee's beneficiary.**
- E. All employees will be provided with an accounting of the beginning balance of all absences for the school year on September 15th.**
- F. The Board may grant, at its discretion, with or without pay, a leave of absence not to exceed one school year to any employee after seven (7) years service in the District due to a temporary disability. Any dispute involving this Section of the Agreement shall not be subject to the grievance procedure.**
- G. Employees aged 55 and over shall contribute amounts received for unused accumulated sick time to their respective Tax Sheltered Annuity Program (403(b)).**

ARTICLE XV

DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. GENERAL POLICY

- 1. Under no circumstances shall any employee be absent from school without the knowledge of the Superintendent or Educational Facilities Manager.**
- 2. When an employee is absent for any reason, the Superintendent or his/her designee shall be notified in sufficient time to procure a substitute if needed. This notification should take place prior to the opening of the school day.**

B. LEAVE FOR BEREAVEMENT

- 1. Maximum leave will be allowed without loss of pay of five (5) days including the day of the funeral, to be taken within seven (7) calendar days for spouse, domestic partner, father, mother, father-in-law, mother-in-law, step-father, step-mother, step-son, step-daughter, son-in-law, daughter-in-law, son or daughter; and three (3) consecutive calendar days including the day of the funeral for sister, brother, sister-in-law, brother-in-law, and two (2) consecutive calendar days including the day of**

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2. In the case of the death of an aunt, uncle, niece, or nephew of the employee or the employees spouse, the employee shall suffer no loss of pay for the absence of the day of the funeral.

C. LEAVE FOR LEGAL PROCEEDINGS

1. A leave of absence with pay will be granted for time necessary for appearance in any legal proceedings arising out of the scope of the individual's employment if the employee is required by law to attend. Except where the relevant employee is himself/herself a person in interest, either directly or on behalf of another person or organization representing the subpoenaed person in an action against the Board.
2. Additional leave for legal proceedings will be considered as a personal leave/day. In the event an employee has used all his/her personal leave/days and must have additional leave to attend a legal proceeding, such leave may be granted with pay by the Superintendent with no denial of reasonable requests.

D. LEAVE FOR PERSONAL REASONS

1. Three (3) days a year of leave may be used for personal leave and shall be accumulated to a maximum of five (5) days.
2. Personal refers to matters when his/her absence from duty is necessary for the welfare of the employee or his/her family.
3. A personal leave/day shall not be granted for a day preceding or following holidays or vacations and the first and last student days of the school occur and/or obligations are scheduled on the day immediately prior to or following a holiday or vacation. The Superintendent may grant a personal leave/day to an employee who presents documentation indicating that the obligation must be attended to on that day and the employee must attend. The decision of the Superintendent shall be final and not subject to the grievance procedure.

Deduction for any absence beyond leave shall be calculated by dividing the contracted salary by the contracted days.

- E. The Board may grant, at its discretion, with or without pay, a leave of absence not to exceed one school year to any employee after seven year service in the district. Any dispute involving this section of the Agreement shall not be subject to the grievance procedure.

ARTICLE XVI EXTENDED LEAVES OF ABSENCE

A. MATERNITY LEAVE

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

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- a. An employee shall notify the Superintendent of her pregnancy by the end of the first trimester.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged to coincide with changes in semester. Where medically contradicted, the parties shall arrange other leave date in consideration of both medical evidence and administrative feasibility.
 - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
2. The disability period as certified jointly by the employee and the Board's physician may be treated as comparable sick leave time at the option of the employee. In the event the employee's physician and the school physician of the Board of Education do not agree, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform work duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Monmouth County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
 3. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy/related disability. For the purpose of child care, an eligible employee may extend her unpaid leave through the Family Leave Act., N.J.S.A. 34:11B-1, et seq. In any event the employee will be expected to return no later than two (2) years from the date of the delivery of the child, excluding the balance of the semester in which the child is born. In no event, shall the return date for the employee be other than the beginning of the semester, unless by written approval of the Superintendent.
 4. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
 5. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the employee desires to return from said maternity leave, the employee shall indicate to the Board in writing that she intends to return to work the following September. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.
 6. The time on maternity leave shall not count toward placement on the salary guide or for seniority.
 7. No employee shall be removed from her position during pregnancy except upon one of the following:
 - a. The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.

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- b. Her physical and/or emotional condition or capacity is such that her health would be impaired if she were to continue working, and which physical capacity shall be deemed to exist if:
 - (1) The pregnant employee fails to produce a certification when requested by the Administration from her physician that she is medically able to continue working, or
 - (2) The Board's physician and the employee's physician agree that she cannot continue working, or
 - (3) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by the impartial third physician under this paragraph shall be shared equally by the employee and the Board.

B. CHILD CARE/ADOPTION

- 1. The Board of Education will grant a leave of absence without pay for child care/adoption purposes to any employee who presents such a request for leave in writing to the Superintendent.
- 2. Child care/adoption shall commence upon the birth for an infant and the request will be filed thirty (30) days prior to the commencement date.
- 3. In the case of an adoption, the leave shall commence upon the employee acquiring custody of a child, or sooner if required by the adoption agency. The employee shall file the request as approval is obtained from the adoption agency.
- 4. An employee's return date to employment shall be extended for a reasonable period of time for reasons associated with the child care/adoption. In any event the employee will be expected to return no later than two (2) years from the date of birth or the acquisition of custody, excluding the balance of the semester in which the child is born.
- 5. The leave of absence granted an employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.
- 6. The time spent on child care/adoption shall not count toward placement on the salary guide or for seniority.

C. THE FAMILY LEAVE ACT, N.J.S.A. 34:11b-1 ET SEQ.

Eligible employees may choose to apply for unpaid family leave as provided by the Family Leave Act, N.J.S.A. 34:11B, et seq.

ARTICLE XVII HEALTH INSURANCE

- A. The Board agrees to offer a choice of health insurance plans to employees covered under this agreement. Employees may select either the current plan or the insurer's Direct Access Plan. Plan selection may only be made at the September 1 open enrollment date. The employee's plan selection shall remain in effect for successive one year periods

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unless the employee timely provides the Board notice of intent to change plans. Any employee desiring to change plans shall inform the Board in writing not less than 30 days before the open enrollment date of their new plan selection.

- B. The Board agrees to pay the full premium for each employee and the family plan, where appropriate, for health and dental insurance.**
 - 1. The Board reserves the right to change medical carriers. If the Board exercises this right, the coverage with the new carrier shall be equal to or better than the current coverage. If any such change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.**
 - 2. The Board reserves the right to change dental carriers. If the Board exercises this right, the coverage with the new carrier shall be equal to or better than the current coverage. If such change is contemplated, the Association will be given notification ninety days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.**
 - 3. The dental insurance cap will be increased to \$2,500.00, and the orthodontic coverage will be increased to \$1,000.00.**
 - 4. Health co-pay will be \$20.00 for the PPO plan and \$5.00 for the Direct Access Plan.**
- C. Any employee retiring and who has served the district for a minimum of fifteen years, or an employee who must retire due to total disability, is entitled to continue receiving medical coverage under the Board's group medical insurance plans in effect during the 1994-95 school year. The Board of Education will bill the retired employee annually. It shall be the retired employee's responsibility to remit payment to the Board of Education within fifteen (15) days prior to the beginning of each quarter. Quarters are defined as follows: July through September, October through December, January through March and April through June. Failure to remit the full payment on time, shall cause the employee to be dropped from the group (s).**
- D. Those employees on approved Board leaves of absences who desire medical coverage under the Board's group medical insurance plans will be billed annually. If the leave is for less than one year, the employee will be billed for the term of the leave of absence. It shall be the responsibility of the employee on the leave of absence to remit the first quarter's payment to the Board of Education immediately upon receipt of the billing. For all subsequent quarters, payment is to be made within fifteen (15) days prior to the beginning of each quarter. Quarters are defined as follows: July through September, October through December, January through March and April through June. Failure to remit the full payment on time, shall cause the employee to be dropped from the group(s).**

ARTICLE XVIII DEDUCTIONS FROM SALARY

- A. Payroll deductions for Tax Sheltered Annuity Programs (403(B) and 457) shall be provided for those members expressing an interest in participating in such programs. No more than one (1) change may be made in this selection per school year. This**

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deduction is in addition to the deduction permissible for participation in the Supplemental Annuity Plan of the T.P.A.F.

- B. The Board agrees to deduct from the salaries of its employees dues for the Freehold Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1957, N.J.S.A. 52:14-15.9(e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Association by the 7th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or Associations. Employee authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIPS DUES

Name _____ Social Security No. _____
School Building _____ District _____

TO: Disbursing Office

Freehold Township Board of Education

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization, such amounts to be paid to such person as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability there for. I designate the Freehold Township Education Association to receive dues and distribute according to the organization(s) indicated:

Freehold Township Education Association _____

Monmouth County Education Association _____

New Jersey Educational Association _____

National Education Association _____

- C. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deduction to make further individual deductions authorized by the members.

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- D. The Association will provide the necessary "check-off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent.**
- E. The Board of Education agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.**
- F. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.**
- G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.**
- H. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board of Education.**
- I. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board of Education or require the Board of Education to take any action other than to hold the fee in escrow pending resolution of the appeal.**
- J. The Association shall indemnify, defend and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon fair share information and/or information regarding dues deduction furnished by the Association or its representatives. The Association agrees that it will establish a procedure by which a non-member employee(s) in the unit can challenge the assessment, as set out in N.J.S.A. 34:13A-5.6. In the event that the challenge is filed, the deduction of fair share fees and/or regular membership dues shall be held in escrow by the Board of Education pending final resolution of the challenge.**
- K. The Board of Education shall agree to make authorized salary deductions for organizations in accordance with the Federal and State Law and for which deductions are currently being made.**

All such deductions shall be made in compliance with Chapter 310, P.L. 1967 (N.J.S.A. 52:14-12.9e) and under rules established by the State Department of Education.

ARTICLE XIX SALARY, STIPENDS, AND UNIFORMS

- A. Salary Guides Custodial, Maintenance and Grounds employees as per negotiated agreement, see attached schedule.**

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

- B. All unit employees required to hold a Black Seal License, Electrical License, or other license by Freehold Township Board of Education will have the initial course registration, examination fees, and license costs defrayed by the Board. The Board will compensate the Custodial/Maintenance employee for mileage expenses at the prescribed district rate.**

**Subsequently the Board shall award the employee an annual stipend as follows:
Black Seal, \$600.00; Electrical License, \$1,000.00 for as long as license is maintained.**

- C. The Board will reimburse personnel upon successful completion of workshops or other specialized training. For reimbursement, prior approval must be obtained from the principal or immediate supervisor and the Superintendent on the appropriate form and following stipulated time lines. Payment will be authorized by the Board at the regular monthly meeting following the completion of the training. Submission of forms of completion must be received by the Board Secretary at least two (2) weeks prior to the Board meeting.**

- D. The Board of Education will provide the employee at its cost with the following uniforms, which shall be worn at all times during the work day.**

Three (3) sets (pants and shirts) during the first year of employment.

Two (2) sets (pants and shirts) yearly thereafter.

Two (2) t-shirts for summer usage annually.

One (1) pair of safety shoes annually, or in the event that the employee cannot wear the Board purchased shoe, said employee will be reimbursed, upon presentation of receipt of purchase of appropriate shoe, in an amount not to exceed current cost to the Board.

One (1) safety belt.

- E. The Board of Education will provide the employee at its cost, one jacket every two years. After seeking input from the custodial and maintenance personnel, the Board of Education will approve the style and cost of the jacket on or before November 15th every other year, starting in 2001.**

ARTICLE XX MISCELLANEOUS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees or pupils in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin or sex.**
- B. Copies of this Agreement shall be reproduced and the expense shall be equally shared between the parties. The Agreement shall be reproduced no later than sixty (60) days after it has been signed, and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement.**

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

- 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 telegram or certified or registered mail at the following addresses:**
- 1. If by the Association to the Board:**
Freehold Township Board of Education
384 West Main Street
Freehold, New Jersey 07728
 - 2. If by the Board to the Association:**
President
Freehold Township Education Association
(at the school to which he/she is assigned)
- D. The Association shall notify the Board within ten (10) calendar days after any election or appointment of the names of all of its officers, executive committee and members of the negotiations committee.**

ARTICLE XXI SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII FULLY-BARGAINED PROVISIONS

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

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

ARTICLE XXIII DURATION OF AGREEMENT

This agreement shall be in force and effect as of July 1, 2007 and shall remain in full force and effect through June 30, 2010. Thereafter, if no such notice and proposals are received by December 1, 2009, the Agreement shall continue in effect from year to year after June 30, 2010, subject to modification, change or termination by either party upon written notice prior to December 1, of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their respective corporate seals affixed hereto, at Freehold, New Jersey this day of 23rd October, 2007.

Freehold Township Board of Education

By:

Mindy Wille

Mindy Wille, President

Brian P. Boyle

Brian Boyle, Business Administrator/
Board Secretary

Sworn to and Subscribed
before me this 23rd
day of October, 2007.

M. Ann Lenahan

M. ANN LENAHAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/23/2011

Freehold Township Education Association

By:

Tracie Yostpille

Tracie Yostpille, President

Madeline Caram

Madeline Caram, Secretary

Sworn to and Subscribed
before me this 24th
day of October, 2007.

M. Ann Lenahan

M. ANN LENAHAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/23/2011

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

Custodians

2007-2008		2008-2009		2009-2010	
Step	Salary	Step	Salary	Step	Salary
1	\$ 33,141	1	\$ 34,396	1	\$ 35,940
2-3	\$ 34,041	2	\$ 35,296	2	\$ 36,840
4-5	\$ 34,941	3-4	\$ 36,196	3	\$ 37,740
6	\$ 35,841	5-6	\$ 37,096	4-5	\$ 38,640
7	\$ 36,741	7	\$ 37,996	6-7	\$ 39,540
8	\$ 37,641	8	\$ 38,896	8	\$ 40,440
9	\$ 38,541	9	\$ 39,796	9	\$ 41,340
10	\$ 39,441	10	\$ 40,696	10	\$ 42,240
11	\$ 40,341	11	\$ 41,596	11	\$ 43,140
12	\$ 41,241	12	\$ 42,496	12	\$ 44,040
13	\$ 42,141	13	\$ 43,396	13	\$ 44,940
14	\$ 43,041	14	\$ 44,296	14	\$ 45,840
15	\$ 43,941	15	\$ 45,196	15	\$ 46,740
16	\$ 44,841	16	\$ 46,096	16	\$ 47,640
17	\$ 45,741	17	\$ 46,996	17	\$ 48,540
18	\$ 46,641	18	\$ 47,896	18	\$ 49,440
19	\$ 47,541	19	\$ 48,796	19	\$ 50,340

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

Maintenance & Grounds

2007-2008		2008-2009		2009-2010	
Step	Salary	Step	Salary	Step	Salary
1	\$ 37,411	1	\$ 39,150	1	\$ 41,221
2	\$ 38,441	2	\$ 40,165	2	\$ 42,221
3	\$ 39,471	3	\$ 41,180	3	\$ 43,221
4	\$ 40,501	4	\$ 42,195	4	\$ 44,221
5	\$ 41,531	5	\$ 43,210	5	\$ 45,221
6	\$ 42,561	6	\$ 44,225	6	\$ 46,221
7	\$ 43,591	7	\$ 45,240	7	\$ 47,221
8	\$ 44,621	8	\$ 46,255	8	\$ 48,221
9	\$ 45,651	9	\$ 47,270	9	\$ 49,221
10	\$ 46,681	10	\$ 48,285	10	\$ 50,221
11	\$ 47,711	11	\$ 49,300	11	\$ 51,221
12	\$ 48,741	12	\$ 50,315	12	\$ 52,221
13	\$ 49,771	13	\$ 51,330	13	\$ 53,221
14	\$ 50,801	14	\$ 52,345	14	\$ 54,221
15	\$ 51,831	15	\$ 53,360	15	\$ 55,221
16	\$ 52,861	16	\$ 54,375	16	\$ 56,221
17	\$ 53,891	17	\$ 55,390	17	\$ 57,221
18	\$ 54,921	18	\$ 56,405	18	\$ 58,221
19	\$ 55,951	19	\$ 57,420	19	\$ 59,221

CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

SCHEDULE C: STIPENDS AND LONGEVITY

STIPENDS

BLACK SEAL	\$600
ELECTRICAL	\$1,000
CREW CHIEF GROUNDS	\$1,500

LONGEVITY

6+ YEARS	\$350
10+ YEARS	\$500
15+ YEARS	\$800