

## **Article I**

### **Recognition**

- A.** The Freehold Borough Board of Education recognizes the Freehold Borough Education Association as the exclusive representative organization for a bargaining unit consisting of all non-supervisory custodial, grounds and building personnel employed by the Board in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3, et seq.
  
- B.** Unless otherwise specified, the term "employees" as used in this Agreement, shall refer to all employees of the bargaining unit; and the use of the terms such as "he" or "him" shall refer to both male and female employees.

## **Article II**

### **Negotiations Procedure**

- A.** The parties agree to enter into collective negotiations over a successor agreement in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended; and negotiations shall begin upon request by the union within the ninety-day period prior to expiration of this Agreement.
  
- B.** Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.

- C. During the term of this Agreement, neither party shall 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 executed this Agreement.
  
- D. 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**

A "grievance" shall mean a complaint by an employee or representative of employees that there has been a misinterpretation, violation or misapplication of Board policy, this Agreement or an administrative decision affecting employees.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days from the time when the employee knew or should have known of its occurrence. In computing time limits for processing grievances pursuant to this Article, no days shall be counted after the last day of school for teachers on the calendar and before the first day of school for teachers of the following school year. The foregoing may be altered by mutual agreement of the parties.

A grievance filed under Article IV; Employee Rights, E.; however, will initiate at the Superintendent's level.

"Employee" shall mean any employee in the bargaining unit.

**B. Procedure**

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the 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.

b. 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.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with his/her Principal or immediate superior, if applicable, in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within thirty (30) calendar days, her or his representative shall set forth and sign the grievance to the Principal specifying:

a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrative decision involved;

- b. The nature and extent of the injury or loss;
- c. The results of previous discussions;
- d. His/her dissatisfaction with decisions previously rendered;
- e. The remedy sought.

The Principal shall communicate his/her decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) working days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to the employee and the Principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent, within ten (10) working days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

a. Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

8. a. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employee Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employee Relations Commission (PERC) to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employee Relations Commission (PERC) may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to issues involving solely the interpretation and application of this Agreement. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

**a. Rights of employees to representation:**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Principal's written decision made in response to a written grievance shall be given to the Association immediately.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance(s).

d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

## **Article IV**

### **Employee Rights**

- A. Whenever an employee is required to appear before the Board or any committee or any member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his office, position or employment, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representation of his choice during such meeting or interview.
- B. Whenever an employee is required to attend a meeting before supervisor or administrative staff, which may result in disciplinary action against the employee, that employee shall be given advance notice of the meeting and of its disciplinary nature, and advised of his right to be represented by the union at this meeting.

- C.** Any employees subjected to written evaluation shall be entitled to receive a copy of that evaluation and shall be required to sign the evaluation. An employee's signature on an evaluation shall not be construed as acceptance of the evaluation or agreement to its terms but only an indication of receipt. An employee shall be provided the opportunity to attach his written comments to any evaluation report and those comments shall be deemed a part of said receipt.
- D.** The Board shall not discharge, suspend, or discipline a permanent employee without just cause. Grievance brought pursuant to this provision shall be initiated at Step 3.
- E.** No employee shall be prevented from wearing pins or other identification of membership in the union or its affiliates.
- F.** It is agreed by the Board and the Association that no criticism of employees shall take place in the presence of other employees, parents, students or at a public gathering unless official Board action is required by law. All such discussions should be conducted in a calm and respectful manner. The Board shall assure the employee freedom from interference, coercion, discrimination, or reprisal when reporting such incidents.



## Article V

### Salaries

**A.** Employees shall be compensated in accordance with the salary guides attached hereto as Appendix "A".

**B.** Employees holding boiler licenses shall be paid the following sums:

2002-03        \$325.00

2003-04        \$325.00

2004-05        \$350.00

This shall be separate from their base contractual salary as established pursuant to Paragraph 'A' above.

Boiler licenses and license renewal fees for all licensed employees will be paid for by the Board of Education upon presentation of properly executed vouchers. The Board reserves the right to determine the number of active boiler licenses it will require.

**C.** Employees required to use their personal automobiles in the performance of their duties shall be reimbursed for such travel at the approved IRS rate. Going to and from work shall not be considered use of an automobile in the performance of duties.

**D.** Overtime work properly assigned by authorized supervisory and administrative staff shall be compensated at the rate of time and one-half for all hours worked in excess of forty (40) in a work week.

**E.** A \$26.00 stipend shall be paid for all non-scheduled emergency "call-ins" and non-school functions when school is closed for the day, on the weekend or on a holiday. This stipend is for a one-hour guaranteed minimum. After one hour, the provisions of Paragraph "D" apply and shall be paid in addition to the stipend.

**F.** The night differential shall be paid at the following rate:

2002-03        \$425.00

2003-04        \$425.00

2004-05        \$450.00

**G.** Each employee shall be granted a clothing allowance of \$150.00 per school year for the duration of the contract plus five (5) shirts per school year.

## **Article VI**

### **Holidays**

**A.** Employees shall be granted yearly, fourteen (14) designated holidays as listed below:

July 4th

Labor Day

Veteran's Day

Thanksgiving Thursday and Friday

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King's Birthday

President's Day (2 days)

Good Friday

Memorial Day

**B.** Holidays that fall on a weekend, shall be scheduled for the last work day(s) before or the first work day(s) after the holiday, at the Board's discretion.

## Article VII

### Vacations

- A. Paid vacations shall be granted to employees in accordance with the following schedule:

1 – 5 years	Ten (10) days
6 – 14 years	Fifteen (15) days
15 years or more	Twenty (20) days

- B. Vacations must be approved in advance by the Superintendent of Schools and must be taken during the fiscal year, July 1 – June 30. Vacations cannot be carried over from one year to the next without the approval of the Board.

## Article VIII

### Temporary Leaves of Absence

- A. Sick Days

All employees shall be entitled to twelve (12) sick days each year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. Personal/Death in Family Days

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during work hours. Application to the applicant's Principal or other immediate superior for personal leave shall be made at least ten (10) 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 taking such leave other than he/she is taking it under this section. On each work day the

superintendent shall approve on a first come first served basis no more than 3 personal days for certificated staff and no more than 3 personal days for noncertificated staff. Emergency days require documentation.

2. Unused personal days shall convert to sick days for certificated staff. For noncertificated employees, at the employee's discretion, unused personal days may convert to sick or be paid out at the daily rate of pay for each unused day. Payment shall be made in July for the previous school year.

a. Personal leave under this policy may not be taken to extend a holiday except in an emergency or in extenuating circumstances. The Superintendent shall have the sole discretion to grant a personal day before or after holidays for reasons of emergencies or extenuating circumstances.

b. Personal leave under this policy may not be taken on consecutive days without the employee's stating in writing the reason for same and securing approval from his supervisor and the Superintendent.

c. Payment for unused personal days shall be paid at the employee's daily rate for each unused day. Payment will be made in July for the previous year.

2. Up to five (5) consecutive work days, including the day of interment or cremation, at any one time in the event of death of applicant's spouse, child, parent, brother, sister, grandparent, grandchild, or any other member of the immediate household; three (3) consecutive work days in the event of death of an applicant's brother-in-law, sister-in-law, mother-in-law, father-in-law; and two (2) consecutive work days in the event of death of an applicant's aunt or uncle.

3. Other leaves of absence with pay may be granted by the Board for good reason.

Leaves taken pursuant to Section "B" above shall be in addition to any sick leave to which the applicant is entitled.

**C. Terminal Leave**

Employees retiring from the school district shall be paid for their unused accumulated sick leave at a rate of one day's pay for every four days accumulated. There shall be a cap per employee for any payment made for unused accumulated sick leave.

2002-03	\$3,500
2003-04	\$3,500
2004-05	\$3,700

## **Article IX**

### **Extended Leaves of Absence**

**A. Military Leave**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law. Upon return from military leave, any employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

**B. Maternity Leave**

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leave of absence for other

illnesses of medical disabilities, as set forth in N.J.S.A. 18A:30-1, et seq. and the rules, regulations and policy statements and this Agreement.

2. It is recognized that an applicant's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the applicant voluntarily suspends her career to care for the newborn child. The foregoing shall not be subject to the limitations in paragraph B.2.

a. **Disability Phase:**

Any applicant seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board. At the time of application, which shall be made from sixty (60) days notice to the Board, the applicant shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any applicant to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period, as certified jointly by the applicant's and Board's physicians, may be treated as compensated sick leave time at the option of the employee.

b. **Child Care Phase:**

Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, applicant shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year.

The intent to return to employment must be presented in writing to the Superintendent by February 1<sup>st</sup> of the calendar year of the intended return. Any further extensions of child care leave shall be discretionary with the Board.

3. Nothing contained herein shall be construed to require the Board to offer a new contract for a new school year to any employee who would not have been otherwise offered such a contract

4. No employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any employee after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

## **Article X**

### **Insurance Protection**

**A.** The Board shall provide, and will pay the full premium for all custodial, grounds and building personnel and their families, for the following health care insurance protection:

1. Hospitalization and surgical insurance
2. Major Medical
3. Effective January 1, 2000, the Board shall change to the Blue Card PPO Program from Horizon Blue Cross Blue Shield of New Jersey.
4. The Board shall pay \$21.35 per employee per month for employee only dental coverage for the duration of this contract. The employee shall contribute the remainder to his/her dental plan. The plan will have an annual maximum reimbursement of \$1,500.00. Family dental beyond the amount

specified may be purchased at the employee's cost if 75% of all employees participate, and if available.

- B. Effective January 1, 2000, prescription coverage that corresponds to an employee's insurance plan with the Bluecard PPO Program, will be provided on an 80/20 reimbursement plan. There will be no other cost to the employee.
- C. Effective January 1, 2000, an employee who selects an HMO will be provided prescription coverage in accordance with his/her insurance plan at no cost to the employee.
- D. The Board may select a carrier of its choice, however, under no circumstances shall benefits be less than those presently in effect.
- E. The Board agrees to request the carrier to provide each covered employee with a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.

## **Article XI**

### **Employment and Reassignment**

**A. Probationary**

Employees shall, at the time of their initial hire by the Board of Education, serve a ninety (90) day probationary period, during which time they shall not have access to the contractual grievance procedure and their employment, upon notice, may be terminated by the Board of Education for any reason whatsoever.



**B. Transfer Policy**

The Board of Education has the right to transfer employees from shift to shift and building to building as the need arises.

Whenever possible, at least two (2) weeks notice of transfer and/or reassignment shall be given to the employee except in cases of emergency.

**C. Workday/Lunch Period and Breaks**

A full time employee workday shall consist of an eight and a half (8.5) hour shift. Included in the shift shall be a thirty (30) minute duty free lunch and two (2) fifteen (15) minute duty free breaks.

## **Article XII**

### **Representation Fee**

- A.** If an employee after his first year of Board employment does not become a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capital cost of services rendered by the Association as majority representative.
- B.** Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the union to its own members.
- C.** Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as early as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

- D. The employer shall remit the amount deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.
- E. 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.
- F. 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© 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.
- G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for purposes of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article, but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation, provided, however, that this subsection does not apply to litigation concerning the agreement to limit representation fees to after the first year of employment.

## Article XIII

### Association Rights and Privileges

- A. The Board agrees to furnish the Association, in response to reasonable requests and upon sufficient notice, data which is in the public domain and which the Association reasonably requires to carry on intelligent and informed bargaining.
- B. The Association shall have, in each employee lounge, the exclusive use of a bulletin board.
- C. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary.
- D. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that the permission of the building principal has been secured.
- E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The approval of the Principal of the building in question shall be secured in advance of the time and place of all such meetings.

## Article XIV

### Management's Rights

- A.** The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
  3. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B.** The exercise of the foregoing powers, right, authority, duties, ad responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## **Article XV**

### **Miscellaneous Provisions**

- A. If any provisions 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 applications 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.
  
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. The Board reserves the right to continue to employ and renew employment contracts with members of this unit on an annual basis. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
  
- C. All costs incurred in the printing of the contract will be paid in full by the Board within thirty (30) days after the Agreement is signed and presented to all employees employed for the coming year.
  
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:
  - 1. If by Association, to Board at 280 Park Avenue;
  - 2. If by Board, to Association at 280 Park Avenue.

## Article XVI

### Duration of Agreement

The term of this Agreement shall be from July 1, 2002 through June 30, 2005.

**IN WITNESS WHEREOF**, the undersigned set their hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, 2002.

FREEHOLD BOROUGH EDUCATION  
ASSOCIATION/Custodians

FREEHOLD BOROUGH BOARD  
OF EDUCATION

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# **NEGOTIATED AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE BOROUGH OF FREEHOLD**

**and**

**FREEHOLD BOROUGH EDUCATION ASSOCIATION**

**CUSTODIANS**

**2002 – 2003**

**2003 – 2004**

**2004 – 2005**

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