

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOARD OF EDUCATION OF THE
FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
AND
FREEHOLD REGIONAL HIGH SCHOOL SUPERVISORS' ASSOCIATION

JULY 1, 2003 – JUNE 30, 2006

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PREAMBLE

This agreement is entered into this October 13, 2003, by the Board of Education of the Freehold Regional High School District, Monmouth County, New Jersey, hereinafter called the “Board” and the Freehold Regional High School Supervisor’s Association, hereinafter called the “Association”.

Except as this Agreement otherwise specifically modifies the contract currently in existence between the parties, such contract and all provisions shall continue in full force and effect.

Both parties acknowledge the Board of Education’s obligation under State and Federal law that “all persons, regardless of race, color, age, creed, religion, sex or national origin shall be provided equal access to all categories of employment in the Freehold Regional High School District.

ARTICLE I – RECOGNITION

A. The Freehold Regional High School District Board of Education recognizes the Freehold Regional High School District Supervisors’ Association for the purpose of collective bargaining for building department supervisors, learning center supervisors and district supervisors shall be included in the unit and may be assigned to perform teaching duties on the same terms as other bargaining unit members. During the term of this agreement, the parties, by mutual agreement, may modify this article to add additional titles.

B. “Supervisors” shall refer to all members of the bargaining unit, unless otherwise noted.

C. The parties to this Agreement acknowledge that the Board of Education may consider plans for the reorganization of the School District’s Supervisory structure during the term of this Agreement. The parties further recognize that the planning process is not sufficiently advanced to permit any degree of certainty as to the specific features of any reorganization scheme that may be adopted by the Board. In order that this possibility of supervisory reorganization should not stand as an obstacle to a new multi-year collective negotiations agreement which is desired by both parties, the Board and the Association agree as follows:

1. The Association shall continue to be recognized as the exclusive representative organization for all certificated building level supervisory personnel below the rank of Assistant Principal whether or not any reorganization planned by the Board of Education results in any change in job titles and/or job descriptions for bargaining unit members.

2. In the event that the Board of Education adopts a supervisory reorganization plan during the life of this Agreement it shall not be obligated to negotiate concerning decisions, or the impact of decisions, involving job titles, job descriptions, or any substitution of supervisory responsibilities for instructional responsibilities.
3. Notwithstanding the above, the Board of Education shall be required to negotiate with the Association in the event that it seeks to modify either the required number of workdays for bargaining unit members or the required number of working hours in a workday.

ARTICLE II – NEGOTIATION PROCEDURES

In accordance with the provisions of Chapter 303, Public Laws of 1968 State of New Jersey, the parties agree to commence collective negotiations on a successor agreement on or about October 2nd of the calendar year preceding the calendar year in which this agreement, or any part thereof, expires.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definition

“Grievance” shall mean a complaint by a supervisor, group of supervisors or the Association that there has been a personal loss, injury, or inconvenience because of interpretation, application, or violation of policy, agreements and central or building administrative decision affecting the individual or group. A grievance to be considered under this procedure must be initiated in writing by the supervisor, group of supervisors or the Association within fifteen (15) school days of when the grievant/s knew or should have known of its occurrence.

B. Procedures

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 supervisor 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.

(b) It is understood that supervisors shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

(c) At all stages of this procedure, copies of responses will be forwarded simultaneously to the Association.

2. (a) The grievant shall present his/her grievance informally to the party against whom the grievance is directed within five (5) school days of the occurrence. This discussion shall be an attempt to resolve the matter informally.

(b) In the event that the matter is not resolved informally, it shall be reduced to writing within ten (10) school days after receipt of the response to the informal discussion, specifying; (a) the nature of the grievance; (b) the nature and extent of injury, loss, or inconvenience; (c) the result of the previous discussion; and (d) the dissatisfaction with the decisions rendered. It shall then be filed with the person to whom it was informally directed and then to the Building Principal if he/she is not the person against whom it was directed. Each respondent shall have three (3) school days in which to answer the grievance.

(c) If the grievance is not resolved at the level of the Building Principal, it shall be filed with the Superintendent of Schools within five (5) school days. A meeting shall be held within five (5) school days by the Superintendent with the grievant and the Association representative. The Superintendent shall have five (5) days in which to render his/her decision in writing following the conference.

(d) In the event that the grievance is directed against a Central Administrator, the written grievance shall be filed at that level, and failing to be resolved, then to the Superintendent. The time limitations outlined above shall apply to this step.

(e) If the grievance is not resolved to the grievant's or the Association's satisfaction, the grievant or the Association, not later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board. The Board of Education in its sole and absolute discretion may request that the grievance be jointly considered by the Association's grievance committee and the Board of such subcommittees as either shall designate. The Board may, at its option, hold a hearing with the grievant and the Association and shall answer such grievance in writing no later than five (5) school days following the Board of Education's next regular meeting after receipt of such grievance at its previous regular meeting; if the Board elects not to review the grievance under this provision, it shall notify the grievant and Association in writing not later than one day after the decision has been made and the Association shall be permitted to immediately proceed if it so desires to the next level.

(f) If the decision does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board

through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed. The appealing party shall file a request for a paid arbitrator, subject to the rules of the New Jersey Public Employment Relations Commissions, within five (5) days of the notification of appeal to arbitration.

(g) The recommendations under this section shall be binding. The arbitrators under this section shall limit themselves to the issues submitted and shall consider nothing else. The hearing examiner can add nothing to nor subtract anything from the agreement between the parties or any policy of the Board of Education.

(h) It is understood that the Association and the Board may settle or reach a compromise on any grievance reduced to writing at any step so long as such settlement does not discriminate against the employee involved nor deprives them of any right available to other members of the unit.

C. Rights of Grievant

The Board and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination and reprisal in presenting his appeal with respect to his personal grievance.

D. Costs

Each party shall bear their own expenses for the entire grievance procedure.

ARTICLE IV – EMPLOYMENT

A. Each newly hired supervisor shall be placed at his/her step of the salary schedule based on training and years of approved experience as determined by the Superintendent. Such credit determined at the time of employment shall be the basis of computing “step on guide” in ensuing years.

B. No employee shall be disciplined, reprimanded, reduced in rank or annual basic contractual salary or deprived of any advantage set forth in the Board policy without just cause. Any such action exerted by the Board or any agent or representative thereof shall not be made public before final action by the Board and shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Superintendent on formal charges concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary of any increment pertaining thereto, he/she shall be given prior written notice with the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay prior to a formal Board hearing and decision.

D. (1) An employee who is serving as a Learning Center Supervisor or Building Department Supervisor who is assigned to two or more buildings shall have no teaching responsibilities.

(2) District Supervisors shall have no teaching responsibilities.

(3) Effective with the 2004-05 school year, the number of teaching periods for the Building Department Supervisor shall be determined as follows:

| Number of Teachers in Department | Number of Teaching Periods |
|----------------------------------|----------------------------|
| 1-12 | Up to 3 |
| 13-23 | Up to 2 |
| 24+ | Up to 1 |

E. For the 2003-2004 school year, the in-school work year of Supervisors shall not exceed one hundred eighty nine (189) days. For the 2004-2005 and 2005-2006 school years, the in-school work year of Supervisors shall not exceed one hundred ninety seven (197) days. For the additional in-school work days of the 2004-2005 and 2005-2006 school year, the schedule will be developed by the Superintendent or designee, provided that for the Guidance Supervisors, ten (10) days shall be scheduled immediately prior to the opening of the school year and for all other Supervisors, five (5) days shall be scheduled immediately prior to the opening of the school year and the remaining five (5) additional days will be scheduled within the second and third weeks of July. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days in which teacher and/or Supervisor attendance is required. The dates will be scheduled when the school calendar is established.

F. The Supervisor's work day shall be increased by sixty (60) minutes per work day, which shall be scheduled as follows:

An additional fifteen (15) minutes before the teachers arrive in the morning and an additional forty-five (45) minutes after the teachers leave in the afternoon.

G. The Freehold Regional High School District Board of Education agrees to pay the sum of \$30.00 for classroom coverage to members of the Supervisor Association who are required in emergency situations to provide classroom instruction for one (1) entire class period, in the addition to their regular schedule. Partial period coverages are part of the Supervisory role and responsibilities. The aforesaid \$30.00 payment will commence on September 1, 2003 and will continue until June 30, 2006.

H. Supervisors shall not be permitted to hold coaching positions, provided, however, that any Supervisor employed prior to July 1, 2003 having served as a coach at any time during the five years prior to July 1, 2003 shall be grandfathered.

I. The school calendar is to be drawn by the Superintendent in consultation with the Association and not with the employees involved. The school calendar for the next school year shall be approved by the Board of Education no later than the Regular April Meeting of the Board in the previous year.

ARTICLE V – BENEFITS

A. All financial benefits granted to the Freehold Regional High School District Teacher’s Association in their contract with the Board shall be equally granted to the Supervisors’ Association in addition to those items specifically negotiated under this contract.

B. Supervisors shall receive reimbursement for tuition not to exceed the per graduate credit cost of Rutgers University for up to six (6) credits per year provided:

1. Courses/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms no later than one week after the enrollment in said course or graduate program.
2. A transcript with a grade of “B” or better and a receipt of the amount to be paid, along with a voucher, must be shown to the Superintendent for payment.
3. “Reimbursement under this article shall be granted only for graduate level courses, or, the NJEXCEL Program approved by the Department of Education leading to advanced certification. For the NJEXCEL Program, credit will not be given for movement on the Salary Guide from MA to MA+30, and only one Association member per year shall be granted eligible for reimbursement. If more than one member applies, the one eligible applicant will be selected at the discretion of the Superintendent or his designee. The decision of the Superintendent or his designee is not grievable.”

4. Reimbursement under this Article shall be granted only for courses for which class attendance is required. Reimbursement under this Article shall only be available to Supervisors employed by the Board for more than one year.

Supervisors whose employment relationship within the District terminates for any reason, before two (2) years of service as a Supervisor, except in the case of a reduction in force, prior to the payment of the appropriate funds, shall not receive reimbursement.

C. Supervisors retiring from the school district after a minimum of fifteen (15) years of service in the district, who have accumulated at least seventy-five (75) days of sick leave with a maximum of two-hundred (200) days, shall be paid for their unused accumulated sick leave at the following rate per employee:

Years 2003 through 2006, the sum of \$40.00 per day for the first one hundred days up to a maximum of \$4,000.00, and \$50.00 per day for the next days 101 to 200 up to a maximum of \$5,000.00 for a total maximum amount of \$9,000.00.

ARTICLE VI – SALARIES

The salaries of all personnel covered by this agreement are set forth in the salary guide.

ARTICLE VII – INSURANCE PROTECTION

A. The Board of Education will pay the full individual or full family coverage of BCBS, Major Medical coverage insurance, comprehensive Rider J365-30, C.O.B. children to 23 in household and prevailing fee. Medical insurance coverage shall also include provision for optional second opinions on elective surgery. The Board of Education shall have the right to change insurance carriers provided the benefits provided will not be diminished by such a change. Before the Board of Education can exercise this right, the proposed new insurance

program shall be submitted to the Association. If the Association rejects the proposed change on the grounds that the new insurance program results in diminished benefits, then the matter shall be submitted directly to binding arbitration in accordance with the grievance procedure of this contract.

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article no later than the beginning of the school year.

C. The Board will allow retired employees to remain part of the Group Plan, if such employees pay the premiums.

D. Commencing on July 1, 2003 and continuing to June 30, 2006, the Board of Education during the terms of this contract shall continue to furnish a New Jersey Dental Insurance coverage; usual and customary dental plan containing the same benefits as previously provided without any cost consideration by the employee. These rates shall be fixed for the life of the Agreement pursuant to the rate guarantee provided by the carrier; therefore, no cost shall be incurred by the employees. Any change of carrier shall result only through the mutual consent of the Board of Education and the Association.

E. Where both wife and husband are employed in the district, duplicate coverage on health and dental insurance shall not be provided; however, the Board of Education shall provide coordination of benefits coverage in those instances.

F. Effective 2003-2004, employees and their family shall be eligible for vision/eye care as part of health care provided by the Board.

ARTICLE VIII – SICK LEAVE

As of September 1, all employees shall be entitled to eleven (11) sick leave days each year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE IX – PERSONAL BUSINESS DAYS

Supervisors shall be entitled to the following temporary non-accumulative leave(s) of absence with full pay each school year. Up to three (3) days for personal leave of absence with pay shall be granted each year to conduct personal business which cannot occur except during work hours and work days. Unused personal business days shall accumulate to sick leave the following year. To the extent known, all personal business days shall be applied for in advance in writing and shall be granted at the discretion of the Building Principal. In all cases of absence, the employee is required to call the Human Resources office/tape in advance to schedule a substitute and register his/her absence as part of the official district attendance record.

The Building Principal, upon the approval of the Superintendent, may grant approval for professional day(s). Professional day(s) shall be applied for in advance in writing. Where such approval is granted, the professional day(s) will not be counted against personal business days provided by this section.

ARTICLE X – AGENCY FEE

A. Upon receipt of written authorization, the Board shall deduct a representation fee (85% of local dues) from the salary of each Supervisor who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.

B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.

C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

D. The representation fee shall be in an amount equal to eighty-five (85%) of the regular Association membership dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

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(c), et. seq. 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 Board shall immediately cease making said deduction.

G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, salary and dates of employment for all such employees.

ARTICLE XI – MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, including (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees for just cause; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to efficiently direct school and district operations; (e) to direct the

methods, means, and personnel by which such operations are to be conducted; (f) to take whatever actions may be necessary to accomplish the mission of the school district. This section shall not be read to repeal or modify any provision of this contract or Title 18 or the laws of the State of New Jersey.

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 XII – LEAVES OF ABSENCE

In the event of a death and/or critical illness in the immediate family, an allowance of up to five (5) days leave shall be granted. “Immediate family” shall be spouse, child, parent (this shall include both natural parents as well as adoptive parent), brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Critical illness is defined as one requiring hospitalization and placement by hospital or medical authorities on the critical illness list, as ascertained and determined by the Superintendent or his/her designee.

ARTICLE XIII – EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any supervisor 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. Additionally, any supervisor whose spouse is so inducted or enlists and who wishes to join him/her for the period of special training in preparation for duty overseas in combat zones shall be granted a leave of absence if request.

B. (1) The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant supervisors without pay, on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et. seq.

(2) It is recognized that a supervisor's maternity leave application involves both a disability and a childcare phase. The disability phase is that period of time, both prenatal and postnatal, during which a physician certifies inability to work. The childcare phase is that period of time selected by the supervisor, in accordance with B, (2) (b) below, which follows the disability phase during which time the supervisor voluntarily suspends her teaching career to care for the newborn child.

(a) Disability phase. Any tenured or non-tenured supervisor seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the supervisor 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 except in the cases of stillbirth, in which case, the employee may elect to return to work at an earlier date. The Board shall require any supervisor to produce a certificate from a physician in support of the request leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. The physician certification is subject to agreement by the Board's physician.

(b) Childcare phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for childcare purposes, as defined above, the tenured supervisor 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. Supervisors on maternity leave desiring to switch from option (2) (a) to option (2) (b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of childcare leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured supervisor beyond the end of the contract school year in which leave is obtained.

(3) No tenured or non-tenured supervisor 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, provided sixty (60) days notice is given except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any supervisor after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties. The physician certification is subject to agreement by the Board physician.

(4) A supervisor returning from pregnancy leave of absence shall be entitled to all benefits to which supervisors 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 or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

(5) Paragraph B (1)-B (4) shall also apply to all other tenured employees represented by the Association under the terms and conditions of this contract of employment.

(6) Any tenured employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

(7) No employee on maternity leave shall, on the basis of said leave, be denied the opportunity in the Freehold Regional High School District in the area of certification or competence.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured employee's' immediate family; additional leave may be granted at the discretion of the Board.

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

E. Upon return from military service, a supervisor who has been on active duty 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. A supervisor shall not receive tenure or increment credit for time spent on leave granted pursuant to Sections B, C, or D, of this Article.

F. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to the substantially equivalent position.

G. All extensions or renewals of leaves shall be applied for in writing.

XIV – FULLY BARGAINED PROVISIONS

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.

XV – DURATION

This Agreement shall be in effect between July 1, 2003 and June 30, 2006.

Freehold Regional High School
Supervisors' Association

Freehold Regional High School District
Board of Education

President

President

**FREEHOLD REGIONAL HIGH SCHOOL
SUPERVISORS' ASSOCIATION SALARY GUIDES**

| <u>MA STEP</u> | <u>2003-2004</u> | <u>2004-2005</u> | <u>2005-2006</u> |
|----------------|------------------|------------------|------------------|
| 1 | 67,600 | 70,300 | 73,100 |
| 2 | 69,400 | 72,400 | 75,200 |
| 3 | 71,500 | 75,000 | 78,000 |
| 4 | 77,000 | 77,700 | 80,600 |
| 5 | 80,400 | 81,400 | 83,700 |
| 6 | 83,400 | 84,800 | 86,525 |
| 7 | 86,600 | 87,600 | 88,800 |
| 8 | 89,600 | 90,100 | 91,200 |
| 9 | | 92,500 | 93,700 |
| 10 | | | 96,000 |

| <u>MA+30 STEP</u> | <u>2003-2004</u> | <u>2004-2005</u> | <u>2005-2006</u> |
|-----------------------|------------------|------------------|------------------|
| 1 | 70,600 | 73,300 | 76,100 |
| 2 | 72,400 | 75,400 | 78,200 |
| 3 | 74,500 | 78,000 | 81,000 |
| 4 | 80,000 | 80,700 | 83,600 |
| 5 | 83,400 | 84,400 | 86,700 |
| 6 | 86,400 | 87,800 | 89,525 |
| 7 | 89,600 | 90,600 | 91,800 |
| 8 | 92,600 | 93,100 | 94,200 |
| 9 | | 95,500 | 96,700 |
| 10 | | | 99,000 |

Salary increase adjustments as follows:

- A. July 1, 2003 through June 30, 2004 – 2.8% + 2% adjustment inclusive of increment
- B. July 1, 2004 through June 30, 2005 – 2.8% + 1.7% adjustment inclusive of increment
- C. July 1, 2005 through June 30, 2006 – 2.8% + 1.7% adjustment inclusive of increment

It is agreed that the Salary Guide for the Supervisors shall be restructured to create a Guide allowing vertical movement each year and which adds steps to the guide. Salary Guides will be mutually developed and approved.

SALARY GUIDE FOR DOCTORAL PROGRAM

Supervisors who have received his/her degree as Doctor in Education of Philosophy from an accredited College or University shall be paid the sum of One Thousand Dollars (\$1,000.00).