

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE
FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

AND

FREEHOLD REGIONAL HIGH SCHOOL CUSTODIAL
SUPERVISORS ASSOCIATION

2005 - 2008

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I. RECOGNITION

- A. The Freehold Regional High School District Board of Education recognizes the New Jersey Education Association as the exclusive employee representative organization for a bargaining unit consisting of all building custodial supervisors.
- 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 she" shall refer to both male and female employees.

II. NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with provisions of the New Jersey Employer-Employee Relations Act, as amended; and negotiations shall begin upon request by the Association within the calendar year in which this Agreement expires.
- B. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or should have been the subject of negotiations. 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 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.

III. GRIEVIENCE PROCEUDURE

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 or a central or building administrative decision affecting the individual or group. To be considered under this procedure, a grievance must be initiated by the supervisor, group of supervisors or the Association within fifteen (15) days of when the grievant or grievants 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 fifteen (15) days of 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 in writing 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 or to the District Custodial Supervisor if he/she is not the person against whom it was directed. The 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 District Custodial Supervisor, 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 or his/her designee with the grievant and the Association representative. The Superintendent or his/her designee 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 or District Custodial Supervisor, 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 or 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 the Association in writing not later than one (1) 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 arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of board policies or administrative decisions affecting the terms and conditions of employment or of statutes and regulations setting terms and conditions of employment. Arbitration shall be limited to those grievances challenging the imposition of reprimands or discipline. The appealing party shall file a request for an arbitrator, subject to the rules of the New Jersey Public Employment Relations Commission, within five (5) days of the notification of appeal to arbitration.

(g) The arbitrator's decision shall be final and binding.

(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 the employee of any right available to other members of the unit.

C. Right of the Grievant

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

D. Cost

Each party shall bear its own expenses for the entire grievance procedure, but the cost of the arbitration will be borne equally by both parties.

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/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representation of his/her choice during such meeting or interview.
- B. Whenever an employee is required to attend a meeting before supervisory or administrative staff, which meeting 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/her right to be represented by the Association at the meeting.
- C. Any employee 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/her written comments to any evaluation report, and those comments shall be deemed a part of said report.
- D. The Board shall not discharge, suspend, or discipline a permanent employee without just cause. Grievances brought pursuant to this provision shall be initiated at Step 3, before the Superintendent of Schools or his/her designee.

V. SALARIES

- A. Employees shall be compensated in accordance with the salary guides attached hereto as Schedule A.
- B. District experience awards (cumulative) shall be made as follows:

2005-2006

- 1. \$300.00 from eleven (11) through fifteen (15) years of District service
- 2. \$500.00 after the completion of fifteen (15) years of District service.

2006-2008

- 1. \$100.00 from six (6) through ten (10) years of District service.
- 2. \$350.00 from eleven (11) through fifteen (15) years of District service.
- 3. \$525.00 after the completion of fifteen (15) years of District service.

VI. HOLIDAYS

- A. Employees shall be granted eleven (11) designated holidays.
- B. Two (2) additional floating holidays can be taken during the school year. The scheduling of the floating holidays shall be subject to management approval.

VII. VACATIONS

- A. Paid vacations shall be granted to employees in accordance with the following schedule:
- (1) Ten (10) working days for all employees who have completed from one (1) through seven (7) years of service in the District.
 - (2) Fifteen (15) working days for all employees who have completed more than seven (7) through fourteen (14) years of service in the District.
 - (3) Twenty (20) working days for all employees having completed more than fourteen (14) years of service in the District.
- B. Vacation shall accrue effective July 1 of the school year immediately succeeding the school year in which the vacation time was earned. Vacation time may not be accumulated beyond the school year in which it is accrued.
- C. All earned vacation time may be taken at any time during the calendar year with the exception of one week prior to the opening of school and the week that school opens. All vacation time may be taken in single or multiple days. All vacation time must have buildings and grounds department approval at least five (5) calendar days prior to day(s) requested. Vacation time will not be approved if the request is submitted less than five (5) calendar day period. The number of personnel allowed to take off during a period of time will be established by management and made available for the Initial Vacation Request List.
- D. When there is a conflict, vacation approvals shall be based upon seniority.

VIII. PERSONAL LEAVE

A. Sick Leave

Twelve (12) month contract employees shall be entitled to twelve (12) paid days of sick leave per year for use in case of sickness and disability, such days to be earned and accrued at the rate of one (1) day per month. Unused sick leave shall accumulate from year to year.

On or before September 15th of each school year all employees shall be notified of the present status of their sick day accumulation through the preceding June 30.

B. Personal Business Leave

Employees may be allowed up to three (3) days per school year of leave for personal or business reasons; provided that permission is granted for such leave by the Superintendent of Schools or designee in response to a written request submitted by the employee, which request has the prior approval of the Administration and Management Supervisor.

No request for personal days shall be granted for a one (1) day working period immediately before a vacation or holiday or the working day period following a holiday except for religious purposes.

Absence for reasons of personal business will be granted only when the business of the employee cannot be attended to outside of normal working hours.

Absence for religious holidays, other than those specified by law, may be allowed by permission of the School Business Administrator without pay.

Any unused personal days from the contract year will be converted to sick days, and added to the employee's sick day tally on September 1st of the next contract year.

C. Bereavement Leave

In case of a death of a wife, husband, son, daughter, natural or adoptive parent, brother or sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren or grandparents, each employee shall be allowed not more than five (5) days absence with full pay immediately following such death. If additional days are required, the employee shall request same in writing from the School Business Administrator.

D. Medical Examinations

As a result of any job related disability which would otherwise require utilization of an employee's sick leave, a workers' compensation claim shall be filed by the employee. In the event a dispute arises between the employee's physician and the workers' compensation physician, as to the employee's physical condition, the Board of Education shall obtain the right to require the employee to submit to an additional physical examination by a physician designated by the Board. The Board's designated physician shall conduct an examination within a reasonable time and location.

In the event a question arises as to the employee's medical condition, in a matter unrelated to a filed worker's compensation claim, the Board may, pursuant to N.J.S.A 18A:16-2, require the employee to submit to medical examinations by a physician chosen and paid for by the Board. In the event that the physician is chosen by the employee, all costs incurred from such medical examination shall be paid for by the employee.

E. Retirement Sick Leave Pay

Employees retiring from the school district after a minimum of fifteen (15) years of service in the District and who have accumulated at least seventy-five (75) days of sick leave, shall be paid for their unused accumulated sick leave at the rate of \$22.00 per day to a maximum cost of \$2,200.00.

IX 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, 2005 and continuing to June 30, 2008, 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. Family coverage will be provided for vision/eye care as part of health care provided by the Board.

G. An employee has the right to waive the insurance protection coverage provision and appropriate Section 125 Plan which will provide that upon any employee waiving insurance coverage, the premium savings will be split - 75% Board, 25% employee.

H. The employee may choose between the current Traditional Insurance Protection Plan or the Direct Access PPO health coverage option, at no premium cost to the employee. The choice of plan coverage shall be at the sole discretion of the employee.

X EMPLOYMENT

A. Probationary

Employees shall, at the time of their initial hire as Supervisors 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 may be terminated by the Board of Education for just cause.

B. Emergency

During an emergency that requires a building evacuation, a custodial supervisor shall not be required to search for bombs or explosive devices in a vacated building, but shall be required to assist and accompany qualified personnel conducting such searches, and further, shall continue to assist the Building Administrators with evacuation procedures, as is currently in effect.

XI. MANAGEMENT RIGHTS

- A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which, by law, are imposed upon and lodged with the Board.
- B. The Board reserves to itself, except as limited by the express terms of this Agreement, sole jurisdiction and authority over matters of policy and retains the right in accordance with the law of the State of New Jersey and the ruling of Commissioner of Education to do the following except as limited by the express terms of this agreement:
 - (1) To direct employees of the Board;
 - (2) To hire, assign, promote, transfer from shift to shift or building to building, and retain employees covered by this Agreement with the Board or to suspend, demote, discharge, or take disciplinary action against employees;
 - (3) To make work assignments, work and shift schedules, including overtime assignments;
 - (4) To relieve employees from duties because of lack of work, or other legitimate reasons;
 - (5) To maintain the efficiency of the board operations to them;
 - (6) To determine the methods, means, and personnel by which such operations are to be conducted.

XII. REDUCTION IN FORCE

- A. In the event that the Board of Education determines that it is necessary to reduce the size of the group of Building Custodial Supervisors, layoff shall be in inverse order of seniority within the bargaining unit. That is, the most recently hired employee shall be the first to be laid off.

XIII. REPRESENTATION FEE

- A. If any employee 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 capita 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 Association to its members.
- C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as early as possible, from 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 fifteenth (15th) 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(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

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 the purpose 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.

XIV. DURATION

Term of this Agreement shall be from July 1, 2005, through June 30, 2008.

IN WITNESS WHEREOF, the undersigned set their hands and seal on this 1st day of July, 2005.

FREEHOLD REGIONAL
CUSTODIAL SUPERVISORS
ASSOCIATION

FREEHOLD REGIONAL HIGH
SCHOOL DISTRICT
BOARD OF EDUCATION

CUSTODIAL SUPERVISORS

SCHEDULE A
SALARY GUIDES

2005 - 2006

| | |
|---|----------|
| 1 | \$42,405 |
| 2 | \$43,405 |
| 3 | \$44,405 |
| 4 | \$45,405 |
| 5 | \$46,405 |

(2005-2006 4% inclusive of increment plus \$3,000.00 added to each step as guide adjustment in 2005-2006 only)

2006 - 2007

| | |
|---|----------|
| 1 | \$43,850 |
| 2 | \$44,850 |
| 3 | \$45,850 |
| 4 | \$46,850 |
| 5 | \$47,850 |

(2006-2007 4% inclusive of increment)

2007 - 2008

| | |
|---|----------|
| 1 | \$45,445 |
| 2 | \$46,445 |
| 3 | \$47,445 |
| 4 | \$48,445 |
| 5 | \$49,445 |

(2007-2008 4% inclusive of increment)