

**2005-2006
2006-2007
2007-2008**

AGREEMENT

Between

**THE BUILDINGS & GROUNDS
ASSOCIATION**

And the

**UPPER FREEHOLD REGIONAL
BOARD OF EDUCATION**

BUILDINGS & GROUNDS ASSOCIATION AGREEMENT

ARTICLE I RECOGNITION

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

1. Maintenance Persons
3. Groundskeepers
4. Warehouse Technician
5. Mail Person

Excluded from the unit shall be the Director of Buildings and Grounds.

ARTICLE II NEGOTIATION PROCEDURE

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

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

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITIONS

3. A grievance shall mean an alleged violation, interpretation or application of any provisions of this agreement or an alleged violation, interpretation or application of any policies or administrative decisions affecting terms and conditions of employment.
4. A grievant is the person or persons alleging said violation.
5. An employee shall mean any person in the unit as defined in the Recognition article of this Agreement.
6. An immediate superior shall mean that member of the staff to whom the employee normally reports, or his designee.

GRIEVANCE PROCEDURE

3. When an employee believes he/she has been aggrieved, he/she may present a grievance either orally or in writing to his/her immediate superior. All grievances shall be presented not later than twenty (20) calendar days following the occurrence that is the basis for the grievance.
4. Should the employee present his grievance orally and it is not resolved to his/her satisfaction within five (5) weekdays, said employee shall set forth his/her grievance in writing to the Director of Buildings and Grounds and the Association specifying the:
 - a. Nature of the grievance;
 - b. Nature and extent of the injury, loss or inconvenience;
 5. Results of previous discussions;
 6. Dissatisfaction with discussions previously rendered;
 7. Remedy sought.
8. A reply to the written grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.
9. Should a grievant be dissatisfied with the reply to his/her grievance at the initial step of the procedure, he/she may request that said grievance be reviewed by the Superintendent. The grievant's request shall be made in writing no later than seven (7) calendar days following the reply to the grievance at the step below. The grievant shall be required to provide in writing the basis for the grievance at the time he/she requests a review of the grievance by the Superintendent. The Superintendent shall reply to the grievance no later than seven (7) calendar days following his/her review.
10. Should a grievant be dissatisfied with the reply of his/her grievance by the Superintendent, he/she may request said grievance be reviewed by the Board. The grievant shall be required to notify the Board in writing not later than five (5) calendar days following the reply given by the Superintendent of his/her desire to have said grievance reviewed. Upon being notified of the grievant's intention, the Board shall schedule a hearing date for the grievance, if so requested, not later than twenty (20) calendar days following receipt of the notice. The grievant may have a representative of his/her choosing present when the Board reviews said grievance. The Board shall render a written decision not later than twenty (20) calendar days following the hearing of the grievance. The word "Board" as used in this paragraph shall mean a committee of the Board made up of members of the Board that the Board so designates.
11. Should the Association be dissatisfied with the determination rendered by the Board, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board.

A request shall be made by either party for a list of arbitrators from the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

10. In the event of arbitration, the parties shall share the cost of the arbitrator's services equally and each of the parties shall bear their own costs.
11. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned with the arbitration and their designated or selected representatives.
9. The arbitrator shall limit his findings strictly to the alleged violation, application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions:
 - a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable laws or rules or regulations having the force and effect of law.
 - b. Involving Board policy or practice under the provisions of this Agreement, or under applicable law, except that he/she may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.
10. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

C. MISCELLANEOUS

The time limits set forth in the foregoing procedures shall be considered maximum time limits. Failure of the grievant to proceed within the time limits set forth shall constitute an abandonment of the grievance. Failure at any step of the procedure by one charged with rendering a decision within the time limits set forth shall be tantamount to permitting the grievant to proceed to the next step outlined in the foregoing procedure. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE IV EMPLOYEE RIGHTS

1. Criticism of an employee by any administrator regarding the employee's job performance shall be made in confidence and not in the presence of colleagues, parents or students.
2. Whenever the Board of Education or any of its committees requires any employee to appear before the Board or such committee, concerning any disciplinary matter which could adversely affect the employee's position or salary, such employee shall be given prior notice of the reasons for such meeting or interview and be entitled to have a person of his/her own choosing present to advise and represent them during such meeting.

ARTICLE V ASSOCIATION RIGHTS

1. The Board agrees, within a reasonable period of time after receiving a written request, to make available to the Association information in the public domain.
2. The Association shall have the right to hang a reasonable size bulletin board in the maintenance/grounds lounge.
3. The Association and its representatives shall be permitted to use a school room at reasonable hours for Association meetings provided a written request for such use is made to the Superintendent of Schools. Before any such request, it must comply with the guidelines outlined in Board policies.
4. The Association shall be permitted reasonable use of school equipment provided it meets all of the requirements set forth in Board policy regarding such use.

ARTICLE VI EMPLOYEE WORK YEAR

12. The Board shall have the absolute right to establish the school calendar. Should the Association desire to make recommendations concerning said calendar, said recommendations shall be delivered to the Superintendent no later than February 1 of each year of the Agreement's duration.
13. The work year for twelve-month employees shall commence on July 1 and conclude on June 30.

1. Twelve-month employees shall receive the following vacation time:
 - a. Employment for less than one (1) year shall carry an entitlement of one (1) working day for each month employed and the restriction that no vacation may be taken unless employment has been for a minimum of two (2) months.
 - b. Employment for one (1) year, but less than eight (8) years, shall carry an entitlement of ten (10) working days.
 - c. Employment for eight (8) years or more, fifteen (15) working days.
 - d. The Board reserves the right to specify the conditions under which vacation may be taken.

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

Vacations must be taken within two (2) years of the time earned. In no event shall an employee be permitted to carry forward to a subsequent year more than ten (10) vacation days. Accumulated vacation days in excess of ten (10), which are not used in any particular year, will be considered abandoned. No payment shall be made for abandoned vacation time. An employee who anticipates termination of his services may take accrued vacation prior to the termination date with proper approval as set forth above. Accrued vacation may be paid to the estate of a deceased employee or to a retiring employee.

4. If school is closed early due to inclement weather or snow accumulation, staff shall only be required to work a six-hour day. If covered members agree to work longer than six hours on such days, they shall be given the option of receiving time and a half or compensatory time on a date mutually agreeable to the employee and his or her supervisor.
5. Employees shall be granted the following 14 days as holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Day, Day after Christmas, New Years Day, Martin Luther King Jr. 's Birthday, Presidents Day, Good Friday, Easter Monday and Memorial Day. Should any of the foregoing holidays fall on a Saturday or Sunday, the administration shall schedule an alternate day off with pay, for all unit members.

**ARTICLE VII
EMPLOYEE HOURS AND LOAD**

1. The workday of an employee shall consist of eight (8) hours exclusive of a lunch period. The employer shall have discretion in establishing daily work schedules.
2. Working holiday hours will be inclusive of lunch.
3. Meetings which take place after the regular in-school work day which require attendance by the employee shall not be called on Fridays or any day immediately preceding a holiday or day upon which employee attendance at work is not required; unless administratively necessary as determined by the Superintendent of Schools.
4. It shall be a condition of continued employment for all those presently employed to possess a Black Seal License within one year of the execution of this Agreement. All new employees hired following the execution of this Agreement shall, as a condition of continued employment, possess a Black Seal License on or before the first anniversary date of their employment.
5. Any hours worked by an employee over and above a work week of forty (40) hours will be compensated at a rate of time and a half, including Sundays.
6. Before premium pay will be made, the covered members must work in excess of their regular shift or an equivalent number of hours.
7. The Upper Freehold Regional Board of Education agrees to give ten (10) calendar days notice to an employee when it becomes necessary to change the employee's shift, except in cases of emergency, as determined by the employer.
14. In the event that a maintenance/grounds employee is called back to work after completing their regular workday, they shall be paid at one and one-half (1- 1/2) times their regular hourly rate for a minimum of two (2) hours.
15. During the Winter (December) and Spring Breaks, members' work day will be shortened by 1/2 hour the last working day preceding the Holiday and 1/2 hour the last day of the Holiday.
16. One (1) hour overtime travel pay for all employees called in to start early on inclement weather events when school is open or opened with a delay.

ARTICLE VIII EMPLOYMENT

10. Each employee shall remain on the step of the salary guide from 2004-2005.
11. Previously accumulated sick days shall be restored to all returning employees on Board-approved leaves, but no days shall be added for the period of leave.
12. All employees who shall not receive a contract, salary increment or raise shall be notified in writing no later than April 30th.
13. Upon written request, an employee whose contract is not renewed will be given the reasons for such non-renewal.
14. The Board shall upon request provide the Association with a seniority list for employees indicating date of hire. This list shall be updated annually by September 30th.

ARTICLE IX INSURANCE

1. The Board of Education shall provide health coverage for both employee and dependents where applicable under a plan that will be equal to or better than the existing State Health Plan. A copy of the coverage shall be provided for each employee.
2. Premium increases for Dental and Prescription Insurance combined shall be paid by the employee subject to the following limits:

\$100 per year per employee or 10% of the total premium, whichever is less.
3. Coverage for each member of the unit shall commence only after individual members make application for said coverage and execute the necessary enrollment card. The administration of the aforementioned plan shall be controlled by the underwriter in accordance with its rules and regulations.
4. Any employee who elects to waive medical benefits will receive in lieu thereof the following cash payments:

Single Coverage	\$1,250.00
Parent/Child	\$1,500.00
Husband/Wife	\$2,000.00
Family	\$2,250.00

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

Dental	\$150.00
Prescription	\$250.00

6. a. All new hires will receive individual health insurance coverage. Such individuals shall have the option to purchase, at their own expense, coverage in addition to their individual coverage for other family members.
- b. Non-teaching staff members must be employed for 30 or more hours per week to qualify for coverage.
- c. All employees who are not tenure eligible who are employed 30 or more hours per week shall receive full health insurance benefits (husband/wife, parent/child, family, whichever is applicable) on the first day of the month following three consecutive full years of employment.

ARTICLE X PROMOTIONS

1. Except in cases of emergency, a notice of a vacancy in any position to be filled shall be sent to each school for posting at least ten (10) days before the final date when applications must be submitted. A copy shall be sent to the Association if such vacancy becomes available in a summer recess period when schools are closed.
2. Employees who desire to apply for any such vacancies shall submit their application in writing to the Superintendent. When a vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.
3. Employees who desire to apply for a position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent, together with the position(s) for which they apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they applied.
4. All employees shall be given opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

ARTICLE XI EVALUATIONS

1. The parties recognize the importance of implementing a program of employee evaluations for the purpose of promoting individual job performance and improving services to students. Evaluation of employees shall be conducted annually by their supervisor.
2. Employees shall have the right to receive a copy of their observation report and shall have the right to receive a copy of their observation report.
3. Nothing in an employee's file will be used in disciplinary proceedings unless the employee has received a copy prior to any hearing for discipline.
4. An employee may request the right to inspect material in his/her individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material that he/she is permitted to inspect.
5. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file that is not available for the employee's inspection.
6. Any disciplinary warning notice will be considered for removal from the personnel file after two years, on a case-by-case basis, after application being made by the employee.

ARTICLE XII SICK LEAVE

10. Sick leave is defined as leave taken by a person steadily employed by the school district who is absent from the assigned post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical inspector as the result of contagious disease in the employee's immediate household.
11. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.
12. Twelve-month employees shall receive fifteen (15) sick leave days annually, all of which shall be accumulative. All ten-month employees shall receive twelve (12) sick leave days annually, all of which shall be accumulative.

4. Sick leave time shall only be granted in the event the employee is ill. The utilization of sick leave by an employee in the event of illness in his/her immediate family or for any other purpose other than that expressed herein is prohibited
5. Any member who retires/dies with at least fifteen (15) years of service in the Upper Freehold Regional School District and has accumulated at least 50% of his/her sick leave at the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following formula which is based upon the years of experience in the Upper Freehold Regional School District.

The formula for computing the accumulated sick leave/retirement/death benefit for non-certificated staff members is:

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

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

$$\frac{2,000}{25,739} = 7.8\%$$

$$7.8\% \times \$14,450 = \$1,127 \text{ accumulated sick leave retirement benefit}$$

* 1986 - 1988

YEARS OF SERVICE	COMPENSATION
15	\$2,000
20	2,500
25	3,000
26	3,500
27	4,000

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

ARTICLE XIII PERSONAL LEAVES OF ABSENCE

1. a. A maximum of three (3) days of absence annually may be allowed with full pay. Three (3) such days will be granted without giving reasons for same. The only exceptions shall be when a personal day is requested for a day immediately before or after a regularly scheduled holiday or when three (3) consecutive personal days are requested. In the latter two situations, the days shall only be granted after approval of the Administration.
 - b. Other legitimate requests for emergency leave may be approved by the Superintendent. In order to obtain such leave, the applicant shall make a request and receive approval from the Superintendent in advance. Except in cases of emergency, application for leave shall be made at least twenty-four (24) hours before the date for which the leave is requested.
 - c. Any employee who is employed for the entire school year and does not utilize any of the three (3) available personal days shall receive credit for one (1) additional sick leave day at the commencement of the following year. Personal leave is non-accumulative.
10. All employees, upon application for permission, shall be entitled to a maximum of five (5) days off with full pay in the event of each death in the immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law. All employees shall be entitled to one (1) day off with full pay in the event of each death of nephews, nieces, uncles, aunts, brothers-in-law and sisters-in-law.
3. Leave for illness in the family - Once personal leave is exhausted, covered members would be eligible for a maximum of five (5) days leave for illness in the family at a salary reduction of \$18.25 per day.
 4. Unused personal days will be converted to sick days as of July/September 1st of the subsequent school year.

ARTICLE XIV DEDUCTIONS

1. Deductions from each employee's salary shall be in accordance with New Jersey statutes for the following:
 - a. Pension and Annuity Funds and loan repayment;
 - b. Contributory Insurance;
 - c. Association payroll deduction;
 - d. Washington National Insurance.
2. The Board shall deduct dues from the salaries of its employees for the Upper Freehold Regional Education Association, the Monmouth County Educational Association, New Jersey Education Association and the National Education Association, as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.
3. Said monies, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
4. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association that changes the rate of its membership dues shall give the Board written notice prior to such change as well as time sufficient for effectuation of such change.

ARTICLE XV FLOATING HOLIDAYS

1. Members of this bargaining unit shall receive four floating holidays to be taken on days when school is not in session, but whose members of this unit would otherwise be required to work.
2. Employees who use three (3) or fewer sick days during a given school year shall be granted one (1) additional floating holiday during the subsequent school year.

**ARTICLE XVI
PERFECT/OUTSTANDING ATTENDANCE**

1. Employees who qualify for the district's Perfect Attendance Award for the previous year shall receive a bonus of \$150.00 on October 31st.
2. Employees who qualify for the district's Outstanding Attendance Award for the previous year shall receive a bonus of \$75.00 on October 31st.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

1. 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 application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. Any individual contract between the Board and an individual employee theretofore or thereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
3. There will be an emergency, 24-hour phone number at which the Supervisor of Buildings and Grounds can be reached in emergency situations.
4. Each member of the unit shall be provided with five (5) pants and three (3) shirts annually.
5. Each Maintenance worker and Warehouse technician shall be entitled to an additional annual clothing allowance to purchase work shoes and inclement weather clothing as follows:

2005-2006	\$500.00
2006-2007	\$500.00
2007-2008	\$500.00

6. Each Groundskeeper shall be entitled to an additional annual clothing allowance to purchase work shoes and inclement weather clothing as follows:

2005-2006	\$550.00
2006-2007	\$550.00
2007-2008	\$550.00

7. There shall be no accrual or pooling of clothing allowances. All items purchased are subject to approval by the Director of Buildings & Grounds. New employees shall be entitled to clothing/shoe allowances after a 60 calendar day probationary period.
8. Uniforms shall be worn while on duty.
9. Children of support staff members not domiciled in the regional school district who are enrolled in the Upper Freehold Regional School District during the 1989-90 school year shall be permitted to continue on roll without payment of tuition. Beginning with the 1990-91 school year, children not heretofore enrolled shall only be enrolled without payment of tuition upon the recommendation of the Superintendent after considering the impact on the school district in terms of class size, cost, and staff workload. This restriction would not apply to support staff members employed and working prior to July 1, 1990.
10. Reimbursement for mileage shall be set at the IRS approved rate.
11. In the event of a "bomb scare" members who, at the direction of the District, voluntarily secure a building and conduct a search for devices for any amount of time during the regular work day shall be compensated at double time (twice the regular pay) for a maximum of two hours.

Any additional time shall be paid at time and one-half (1 + 1/2 times the regular pay) exclusive of their regular work day.
12. The District shall provide annual training on bomb search procedures to volunteer members, rotating between District provided refreshers and "professional" training (such as from NJ State Police).
13. The District shall reimburse members for tuition enrollment fees for successful completion of District-approved courses in the following amounts for the group.

2005-2006	\$ 2,500.00
2006-2007	\$ 3,000.00
2007-2008	\$ 3,500.00
14. The District shall provide Health Insurance for Association members the same as in the master agreement between the District and the UFREA through the 2007-2008 contract year.
15. The District shall provide an allowance in the amount of \$125.00 for safety and shatterproof prescription glasses with prescription receipt.

**ARTICLE XVIII
CONTINUING EDUCATION & LICENSING**

1. ~~Mandatory Licenses~~ shall include any state or local agency requirement for any employee expected to operate, apply, recover, install or repair item licensed during employment with the District. As of 7/1/2002 mandatory licenses shall include:

- Boiler License/Black Seal
- HVAC Recovery Certification
- Pesticide Licenses
 - Turf (#3A)
 - Ornamental (#3B)
 - General/Household Pest (#7A)

2. ~~Preferred Licenses/Certifications~~ shall include licenses and certificate programs not mandated by any state agency, though preferred by the Board of Education to be beneficial to the District. License/certification must be from a certified state, county or local accredited facility. As of 7/1/05 preferred licenses/certifications shall include, but not be limited to:

- Building Trades
 - Plumbing
 - Electrical
 - Carpentry
 - HVAC
- Small Engine Repair
- Network Wiring, CAT/Fiber
- Locksmith
- CDL
- Auto/Truck Repair
- Welding

3. ~~Continuing Education Classes~~ offered by a county or state college or vo-tech approved adult education school/facility shall be reimbursed by the Board of Education upon proof of passing said preferred license/certificate class and availability of District continuing education fund monies.

Requests for reimbursement must be approved by the Director of Buildings & Grounds on a first-come, first -approved basis during each contract year.

4. ~~Recertification/Refresher Classes~~ for those holding preferred licenses and/or certifications achieved prior to 7/1/05 shall be required to attend one refresher course within the skill area to re-certify the skill level prior to receiving a stipend. Refresher courses for any license/certificates shall be required on a bi-annual basis thereafter in order to maintain said stipend, unless renewal is required through different guidelines unique to license/certificate. All stipends shall be prorated upon receipt of updated certification.

All employees hired after 7/1/05 shall provide proof of current license/certification prior to beginning employment with the District. Stipend for such license/certification shall be prorated from date of hire to end of contract year.

State, local, county, or private sponsored seminars and education classes offering non-approved, but related licenses or certificates may be approved by the Director of Buildings & Grounds for reimbursement through the continuing education fund on a case-by-case basis.

11. ~~Non-License/Certification~~ continuing education courses or seminars that provide related additional education benefits may be approved for reimbursement on a case by case basis with the approval of the Director of Buildings & Grounds.
12. ~~All Fees~~ for mandatory license renewal, continuing education license requirements and/or recertification shall be approved by the Director of Buildings & Grounds and submitted to the District for payment.
7. ~~Professional Day~~ shall be approved by the Director of Buildings & Grounds to attend mandated recertification or license renewal class requirements.
8. The Director of Buildings & Grounds shall keep records of members licenses & certifications and shall provide the District with proof of certification/licensing for the annual renewals of all licenses/certification stipends and increases agreed upon during the length of this contract.
9. All categories of license/certification, mandatory or preferred, shall be available to any member of the unit regardless of current position, prior or past, within the District.

ARTICLE XIX STIPENDS

1. The District shall provide a stipend over and above the annual salary for licensures and certifications for the entire contract period as follows:

Maintenance – Boilers	\$2,484.
Grounds – Boilers	\$1,553.
Pesticides	\$ 400.
HVAC Recovery Cert	\$ 400.
Locksmith	\$ 400.
Small Engine Repair	\$ 400.
Fiber Optic Wiring	\$ 400.

**ARTICLE XX
SALARY**

The District shall provide salary increments for all Association members as indicated:

2005-2006	2006-2007	2007-2008
5%	5%	5%

**ARTICLE XXI
BOARD'S RIGHTS**

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

- a. The selection and hiring of any and all persons who are to be employed by the Board of Education. The retention or dismissal, promotion or demotion and transfer of any person so employed shall be within the discretion of the Board of Education.
- b. The managing and administering of the school system, its property and its facilities.

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

**ARTICLE XXII
SEVERANCE**

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

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

**ARTICLE XXIII
DURATION OF AGREEMENT**

The terms of this Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect until and including June 30, 2008.

ADOPTED:

For the Board

for the Association

Date

Date