

A G R E E M E N T

Between

BOARD OF EDUCATION OF THE  
FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

and

FREEHOLD REGIONAL HIGH SCHOOL CUSTODIAL AND MAINTENANCE  
ASSOCIATION

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July 1, 2003 - June 30, 2006

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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 non-supervisory custodial, grounds and building maintenance 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., and pursuant to the certification of recognition issued by the Public Employment Relations Commission.
- B. Unless otherwise specified, the term "employees" as used in this Agreement shall refer to all employees of the bargaining unit.

## II. NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over 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 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 could 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. GRIEVANCE PROCEDURE

- A. For purposes of this agreement a "grievance" is defined as a claim by a member of the bargaining unit, or the Union, based upon the interpretation, application or violation of policies, agreement or administrative decisions affecting a member or members of the bargaining unit. The final step of the grievance procedures for grievances so defined shall be the Board level. A grievance which may be submitted to the final level of the grievance procedure, binding arbitration, shall be defined as a claim by a member of the bargaining unit or the Union confirmed to and based upon an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. A grievance to be considered under this procedure must be initiated by the employee or the Union within thirty (30) working days from the time employee knew or should have known of its occurrence.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Union to proceed to the next step. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe applicable rules and regulations of the Board until such grievance has been fully determined.

E. Procedure

Step 1. A grievance shall be initiated when it is presented in writing to the employee's immediate supervisor by the aggrieved employee or the Union. The immediate supervisor shall schedule a meeting to discuss the grievance within five (5) working days of its presentation. The immediate supervisor shall render his/her written decision on the grievance no later than the third working day after the meeting.

Step 2. In the event that the aggrieved party wishes to appeal the decision of the immediate supervisor he/she shall, within five (5) working days, request in writing that the immediate supervisor forward the grievance and his/her decision to the Department Supervisor. The Department Supervisor shall call a meeting of the parties to discuss the grievance within five (5) working days. The Department Supervisor shall render his/her written decision on the grievance no later than the fifth working day after the meeting.

Step 3. In the event that the aggrieved party wishes to appeal the decision of the Department Supervisor he/she shall, within five (5) working days, request in writing that the Department Supervisor forward the grievance and his/her decision to the Superintendent of Schools or designee. The Superintendent of Schools or designee shall call a meeting

of the parties to discuss the grievance within five (5) working days. The Superintendent shall render his/her written decision on the grievance no later than the fifteenth (15<sup>th</sup>) working day after the meeting.

Step 4. In the event that the aggrieved party wishes to appeal the decision of the Superintendent of Schools or designee, he/she shall, within five (5) working days, request in writing that the Superintendent of Schools or designee forward the grievance to the Board of Education. The Board of Education shall render its written decision on the appeal no later than thirty (30) working days after presentation. The decision of the Board of Education shall be final with regard to the following types of grievances:

- (a) Any grievance based upon the application or interpretation of a policy or administrative decision or otherwise not based on the express provisions of this Agreement.
- (b) Any grievance arising out of disciplinary action, including discharge, against any employee who has not completed three (3) years of service.

Step 5. In the event that the grievant is not satisfied with the disposition rendered by the Board of Education, and the grievance does not come under one of the exclusions set forth under Step 4, above; appeal may be taken to arbitration. An appeal shall be initiated by the grievant within thirty (30) days of the disposition rendered under

Step 4 by the filing of a written demand for arbitration, along with a request for a list of arbitrators, with the Public Employment Relations Commission. Selection of an arbitrator shall be governed by the rules of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination that shall be binding on the parties. The arbitrator shall not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. The arbitrator shall be limited to the terms of the dispute presented to him/her.

F. Costs

Each party shall bear the total costs incurred by themselves in the arbitration process. The fee and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.

G. Right of the Employee to Representation

Any aggrieved person may be represented at any or all stages of the grievance procedure by themselves, at his/her option, by a representative selected by him/her or by a representative designated by the Union. When an employee is not represented by the Union in the processing of a grievance, the Union shall, at the time of the submission of the grievance at the Department Supervisor level, be notified that the grievance is in the process, have the right to be present and participate in the proceeding, and to receive copies of all decisions rendered.

- H. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent of Schools or designee and the processing of the grievance shall be commenced at Step 3. The Union may process such a grievance through all levels of the grievance procedure even though no individual aggrieved person wishes to do so.

#### **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 of 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 supervisor 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 Union at the 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/her 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. Grievances brought pursuant to this provision shall be initiated at Step 3, before the Superintendent of Schools or designee.
- E. Any individual contract between the Board and an individual employee, heretofore or hereinafter 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.
- F. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- G. Any employee who is subpoenaed pursuant to his or her bona fide duties as an employee of the District shall suffer no loss in regular pay for court or administrative appearances pursuant to such subpoenas, provided that such an employee does not volunteer to be subpoenaed and the lawsuit does not involve the Association or the employee in a suit against the Board or the Board against the Association or the employee.

## V. MANAGEMENT RIGHTS

- A. The Union 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 laws of the State of New Jersey and the rulings of the 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, 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 assignment;
  4. To relieve employees from duties because of lack of work, or other legitimate reasons;
  5. To maintain the efficiency of the Board operations entrusted to them;
  6. To determine the methods, means, and personnel by which such operations are to be conducted.
- C. A drug testing policy shall be implemented by the Board. Procedures for the testing shall be set forth in Board policy.

## VI. SALARIES

- A. Employees shall be compensated in accordance with the salary guides attached hereto as Appendix A.
- B. District experience awards shall be made as follows:
- (1) \$350.00 from 11 through 15 years of District service.
  - (2) \$525.00 after the completion of 15 years of District service.
- C. Employees holding boiler licenses shall be paid an annual sum of six hundred and fifty dollars (\$650.00) for the 2003-04 and 2004-05 school years and seven hundred dollars (700.00) for the 2005-06 school year, which 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 of Education reserves the right to determine the number of active boiler licenses it will require in each building, i.e., a minimum of four (4) per building.
- D. Employees required to use their personal automobiles in the performance of their duties shall be reimbursed for such travel at the rate of \$.24 per mile.
- E. Overtime work shall be authorized by supervisory and administrative staff. Overtime lists for the custodial staff shall be maintained by the union in a manner agreeable with management. Management reserves the right to assign staff in an emergency situation. Overtime work shall be compensated at the rate of time and one-half for all hours worked in excess of forty (40) in a work week. Overtime work assigned on Sunday shall be compensated at double time.

- F. Work assigned on paid holidays shall be compensated at the rate of time and one-half if the employee so assigned works a total work week of more than forty (40) hours in the week in which the paid holiday occurs.

#### **VII. HOLIDAYS**

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

#### **VIII. VACATIONS**

- A. Paid vacations shall be earned by 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 from seven (7) through fourteen (14) years of service in the District.
  - 3. Twenty (20) working days for all employees who have completed more than fourteen (14) years of service in the District.
- B. Vacation time shall be used effective July 1 of the school year immediately following the school year in which the vacation time was earned. In the event an employee is hired after July 1, he/she shall be eligible to earn pro-rated vacation days, based upon their date of

hire, for the first year of each effected level of vacation time pursuant to the schedule above. Vacation time may not be accumulated beyond the school year in which it is earned. Vacation time shall not be earned when an employee is on worker's compensation.

C. All employees are required to take one (1) week of vacation during the period of July and August. All other earned vacation time may be taken at any time during the calendar year and may be taken in single or multiple days. Vacation time will not be approved if the request is submitted to the Buildings and Grounds Department less than three (3) working days prior to the requested date. The number of personnel allowed off during a period of time will be established by management and made available for the initial vacation request.

## **IX. 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 15<sup>th</sup> of each school year all employees shall be notified of the present status of their sick day accumulation through the preceding June 30<sup>th</sup>.

B. Employees may be allowed up to three (3) days per school year for leave for personal or business reasons; provided that permission is granted for such leave by the Superintendent or designee in response to a written request submitted by the employee, which request has the prior approval of the Administration and Management Supervisor. Unused personal business days shall accumulate as sick for use in the future, beginning July 1, 2003. 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 or vacation 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 Superintendent or designee without pay. Recognizing that absence and leave policies are provided for the protection and interest of employees and for use for special needs, the Association agrees to encourage all members to abide by the intent and purpose of such policies.

C. Bereavement Leave

Death or illness in family - in case of absence because of the critical illness and/or death of a member of the immediate family or household, each employee shall be allowed not more than five (5) days absence per occurrence with full pay. Immediate family is defined as spouse, child, parent (this shall include both natural parent as well

as adoptive parent), brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild. 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.

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 maintain 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. Employees retiring from the school district after a minimum of 15 years of service in the District and who have accumulated at least 75 days of sick leave, shall be paid for their unused accumulated sick leave at the rate of \$25.00 to a maximum cost of \$2,500 per employee effective July 1, 2003.

**X. 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.

C. 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.

- C. 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.
- D. Effective July 1, 2003 employees will have family coverage for vision/eye care as part of health care provided by the Board.

#### **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 may be terminated by the Board of Education for any reason whatsoever.

B. Transfer Policy

1. The Board of Education has the right to transfer employees from shift to shift and building to building as the need arises.
2. In order to be able to take into account employee preferences for assignments, the Board shall, prior to April 30<sup>th</sup> of each school year, distribute to all bargaining unit members a form on

which each employee may indicate his/her preference or preferences for building and shift assignment. Employee preferences shall be utilized in making both the annual building and shift assignments effective each July 1<sup>st</sup> and in making any transfer or reassignment during the following year.

3. The Board of Education shall make building and shift assignment in accordance with employee preference on a seniority basis unless, in the sole judgment of the Board of Education, it is determined that by reasons of licensing requirements, physical ability, or other relevant factors, it is determined that the granting of an employee and employee assignment preference will not be in the best interest of the efficient operation of the School District.
4. Whenever possible, at least two (2) weeks notice of transfer and/or reassignment shall be given to the employee except in cases of emergency.
5. Employees who were employed in the District prior to February 1, 1985 shall not be involuntarily assigned to the Tuesday through Saturday shift.

C. Overtime

Overtime assignments shall be made on a seniority rotation basis in each building in an effort to equalize the number of overtime assignments among the work force in each building. The Board of Education or its agents shall have the prerogative of assigning

individuals to specific events if the needs of the building and/or the School District dictate. The Board will make every effort to maintain an active substitute list.

D. Workday/Lunch Period

Employee workday shall consist of an eight (8) hour shift and an additional thirty (30) minute duty free lunch, for which an employee shall not be compensated.

E. Emergency

During an emergency that requires a building evacuation, a custodian/maintenance person shall not be required to assist in the search for bombs or explosive devices, in a vacated building that is being searched by qualified personnel. Staff shall continue to assist the building administrator with evacuation procedures, as is currently in effect.

**XII. REDUCTION IN FORCE**

A. In the event that the Board of Education determines that it is necessary to reduce the size of the custodial, grounds and maintenance staff, layoff shall be in inverse order of seniority within job title. That is, the most recently hired employee in any job title shall be the first to be laid off.

### **XIII. REPRESENTATION FEE**

- A. If any employee after his/her 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 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 Union to its own 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, 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(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, provided, however, that this subsection does not apply to litigation concerning the agreement to limit representation fees to after the first year of employment.

**XIV. DURATION**

Term of this Agreement shall be from July 1, 2003 through June 30, 2006.

IN WITNESS WHEREOF, the undersigned set their hands and seal on this day of July 1, 2003.

FREEHOLD REGIONAL CUSTODIAL  
AND MAINTENANCE  
ASSOCIATION

FREEHOLD REGIONAL HIGH  
SCHOOL DISTRICT BOARD OF  
EDUCATION

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SALARY GUIDES

2003-2004

STEP	CUSTODIANS	GROUNDS	MAINTENANCE
1	28,728	28,828	30,728
2	29,028	29,128	31,028
3	29,328	29,428	31,328
4	29,728	29,828	31,728
5	30,228	30,328	32,228
6	30,728	30,828	32,728
7	31,328	31,428	33,328
8	31,928	32,028	33,928
9	33,485	33,585	35,485
10	35,118	35,218	37,118
11	36,831	36,931	38,831
12	38,628	38,728	40,628

2003/2004 - 4.0% Increase

SALARY GUIDES

2004-2005

STEP	CUSTODIANS	GROUNDS	MAINTENANCE
1	29,431	29,531	31,431
2	29,731	29,831	31,731
3	30,031	30,131	32,031
4	30,331	30,431	32,331
5	30,731	30,831	32,731
6	31,231	31,331	33,231
7	31,731	31,831	33,731
8	32,331	32,431	34,331
9	33,485	33,585	35,485
10	35,118	35,216	37,118
11	36,831	36,931	38,831
12	39,631	39,731	41,631

2004/2005 - 4.0% Increase

SALARY GUIDES

2005-2006

STEP	CUSTODIANS	GROUNDS	MAINTENANCE
1	30,131	30,231	32,131
2	30,431	30,531	32,431
3	30,731	30,831	32,731
4	31,031	31,131	33,031
5	31,331	31,431	33,331
6	31,731	31,831	33,731
7	32,231	32,331	34,231
8	32,731	32,831	34,731
9	34,417	34,517	36,417
10	36,375	36,475	38,375
11	38,444	38,544	40,444
12	40,631	40,731	42,631

2005/2006 - 4.0% Increase