

A G R E E M E N T

Between

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

and

FREEHOLD REGIONAL HIGH SCHOOL CUSTODIAL AND MAINTENANCE  
ASSOCIATION

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July 1, 2020 - June 30, 2023

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## I. RECOGNITION

- A. The Freehold Regional High School District Board of Education (hereinafter "Board") recognizes the New Jersey Education Association as the exclusive employee representative organization for a negotiating 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 negotiating 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. Definitions

"Grievance" for purposes of this agreement is defined as a claim by a member of the negotiating unit, or the Union, based upon the interpretation, application or violation of policies, agreement or administrative decisions affecting the terms and conditions of employment of a member or members of the negotiating 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 negotiating unit or the Union confirmed to and based upon an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

"Work Day" for purpose of this grievance procedure shall mean a typical business day, Monday through Friday, when the District is open for business. Approved holidays and inclement weather days when the school does not open for business shall not be considered "work days."

- B. 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.

- C. 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.

D. Procedure

Step 1. A grievance to be considered under this procedure must be initiated by the employee or the Union within fifteen (15) work days from the time employee knew or should have known of its occurrence. 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) work days of its presentation. The immediate supervisor shall render his/her written decision on the grievance no later than three (3) work days after the meeting.

Step 2. If the decision at Step 1 does not resolve the grievance to the grievant's or Union's satisfaction or if no decision is rendered within the specified timeframe at Step 1 the grievant or Union may, within five (5) work days, file the grievance with the Department Supervisor. The Department Supervisor shall call a meeting of the parties to discuss the grievance within five (5) work days. The Department



Supervisor shall render his/her written decision on the grievance no later than five (5) work days after the meeting.

Step 3. a. If the decision at Step 2 does not resolve the grievance to the grievant's or Union's satisfaction or if no decision is rendered within the specified timeframe at Step 2, within five (5) work days, may file the grievance with 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) work days. The Superintendent shall render his/her written decision on the grievance no later than the fifteenth (15<sup>th</sup>) work day after the meeting.

b. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing at Step 3 to the Superintendent of Schools or designee consistent with the above procedures and timeframes.

Step 4. If the decision at Step 3 does not resolve the grievance to the grievant's or Union's satisfaction or if no decision is rendered within the specified timeframe at Step 3, the grievant or Union, within five (5) work days, may file the grievance with the Board of Education. The Board of Education shall render its written decision on the appeal no later than five (5) work days after the next Board meeting. 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 Association 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; the Association solely may request that the grievance be taken to arbitration. A request 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.



E. 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.

F. 1. 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 Union 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.

2. A union officer may leave his/her work area to conduct union business but shall not be able to do so without first obtaining permission from a District Supervisor. Permission by the District Supervisor shall not be unreasonably denied. The parties understand that due to the different shifts to which unit members are assigned, there must be some flexibility as to when such meetings are held and that except in emergencies, it is unlikely that two employees will have to be granted release time to discuss union related matters. The names of the union officers must be provided to the Director of Buildings and Grounds and Director of Personnel immediately following the Association's biennial election.



- G. 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. All employees will received at least one (1) formal written evaluation per year."



- 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, marital status, ancestry, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in the armed forces of the United States, and nationality.
- 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.
- H. (1.) An employee may make an appointment before or after work hours to inspect material in his/her file, except that all pre-employment



material shall be treated as confidential and shall not be made available to the employee.

- (2.) The Board agrees that no derogatory information will be placed in an individual's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file. No anonymous derogatory information will be placed in such file.
- (3.) Any employee subjected to written incident notice, written reprimand or evaluation by management shall receive a copy of said document and shall be required to sign it. An employee's signature on any of these documents shall not be construed as acceptance of the evaluation, reprimand or incident report 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 notice or reprimand, or evaluation report within seven (7) days of receipt of the document and those comments shall be deemed a part of the personnel file. A copy of all reprimands shall be forwarded to the association representative.

#### 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.
- D. Unless otherwise prohibited by state or federal law or regulation, any powers and authority not specifically referenced herein shall solely reside with the Board.



## 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) \$500.00 after the completion of 10 years of District service.
  - (2) \$1,000.00 after the completion of 15 years of District service.
  - (3) \$1,500.00 after the completion of 20 years of District service.
- Employees hired on or after July 1, 2012 shall not be entitled to district experience credit or awards beyond the ten (10) year step. Employees hired prior to July 1, 2012 will continue to earn experience credit consistent with this section.
- C. 1. Employees hired after July 1, 2015 must either hold a boiler's license at the time of hire or acquire a boiler's license within one (1) year of commencing employment with the District. Failure to acquire a boiler's license within one (1) year of commencing employment with the District may result in termination of the employee's employment with the District at the sole discretion of administration. Employees hired prior to July 1, 2015 are not required to hold a boiler's license.
2. Employees holding boiler licenses shall be paid an annual sum of eight hundred fifty dollars (850.00), 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 required by law, which is currently, \$.35 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 as deemed necessary. Overtime work shall be compensated at the rate of time and one-half for all actual hours worked in excess of forty (40) in a work week. Overtime work assigned on Sunday shall be compensated at double time.
- F. Any employee who is called into work from home to respond will be compensated at time and one-half the hourly rate. Employees will receive a minimum of three (3) hours pay per call out regardless of the hours actually worked. If call is not responded to, or work declined, the employee will be removed from the call out rotation for that incident. The next person on the seniority list for that building will be called. If nobody is available management has discretion to assign after the building list is exhausted.
- G. 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.
- C. Effective July 1, 2021 all employees will not be required to work when the school district is closed for observance of the Rosh Hashanah holiday.

## VIII. VACATIONS

- A. Paid vacations shall be earned by employees in accordance with the following schedule:
  - 1. Ten (10) vacation leave days for all employees who have completed from one (1) through seven (7) years of service in the District.
  - 2. Fifteen (15) vacation leave days for all employees who have completed from seven (7) through fourteen (14) years of service in the District.
  - 3. Twenty (20) vacation leave days for all employees who have completed from fourteen (14) through twenty one (21) years of service in the District.
  - 4. For employees hired prior to July 1, 2021, Twenty-Five (25) vacation leave days for employees who have completed twenty-one (21) years of service in the district.
  - 5. For employees hired after July 1, 2021 are not eligible to receive twenty-five (25) vacation days.



- 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. Time on unpaid leave will not count toward vacation accrual. Time on paid leave will count toward vacation accrual.
- C. All employees may take vacation leave at any time subject to managerial approval. Earned vacation time 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. Scheduling of vacation days is subject to approval at the discretion of the Director of Building and Grounds or designee based on the needs of the District.

#### 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 or 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. Management may require that medical documentation evidencing the need for a sick day be submitted in accordance with Board policy. 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. Up to three (3) days for personal leave of absence shall be granted for any reason, subject to managerial approval. If personal days are not used in a calendar year than they will be converted to sick leave days the following year. Personal days, before and after vacation periods and holidays, shall be applied for in advance and shall be granted at the discretion of the Director of Buildings and Grounds or designee. For all other personal business leave days, application in advance is not required. The employee may give advance notice to the Buildings & Grounds Department as a courtesy to assist with the smooth operation of the building. It is understood and agreed that Unit Members may take the above personal days in emergency situations without providing any prior notice except for a phone call notifying the Buildings & Grounds Department that an emergency personal day is being used on that day. It is further understood and agreed that emergency personal days cannot be used for inclement weather conditions.

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 members of the household, excluding roommates, each employee shall be allowed not more than five (5) days absence per occurrence with full pay.

Immediate family is defined as spouse, civil union and/or domestic partner, child (this shall include natural, adoptive, and step child), parent (this shall include natural, adoptive, and step parent), brother (this shall include a natural, adoptive and step brother), sister (this



shall include a natural, adoptive and step 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 \$45.00 per accrued sick day up to a maximum payment of \$4,500.

#### X. INSURANCE PROTECTION

- A. Employees will remain at the Tier 4 contribution rates for the life of the contract as currently set forth in chapter 78 P.L. 2011.
- B. All employees whose employment started on or after July 1, 2009, shall only be eligible to receive the Direct Access health coverage plan for the first three calendar years of employment. Upon the fourth year, the employee shall have the option, at that time only, to choose the Traditional Plan, or, to continue in the Direct Access health coverage plan at the contribution rates set forth above. Effective July 1, 2021, both the Traditional Plan and the Direct Access health coverage will be modified to provide a two hundred fifty percent (250%) CMS OON and the Prescription Plan shall be modified to a point-of-sale administration of benefits (as opposed to the reimbursement administration of benefits).
- C. If any employee selects the Direct Access Plan, they may not thereafter be permitted to re-enter the Traditional Plan. Only those employees employed prior to July 1, 2009 may continue to choose between the Traditional Plan and the Direct Access health coverage plan, and be eligible to elect to switch back and forth during open enrollment periods with no prohibitions.
- D. The Board of Education shall have the right to change insurance carriers provided the benefits set forth in Appendix "B" 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.

- E. Commencing on July 1, 2020 and continuing to June 30, 2023, 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. Employees will contribute towards their dental insurance premiums, (as appropriate) as set forth in Section "A" of this Article.
- F. 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.
- G. Family coverage will be provided for vision/eye care as part of health care provided by the Board as set forth in Section "A" of this Article.
- H. The Board shall establish and adopt a Section 125 Plan, including a flexible spending account, so that said contributions set forth in Appendix B would be "pre-tax".
- I. An employee has the right to waive the insurance protection coverage provisions 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. Effective July 1, 2021, the aforementioned premium savings will be split - 80% Board, 20% employee.



- J. The Board shall have the option to introduce additional insurance plans with lower benefit levels and/or lower premium cost provided the District maintains at least one plan with the current level of benefits.

#### 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. 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 negotiation 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.
2. 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.

3. Whenever possible, at least two (2) weeks notice of transfer and/or reassignment shall be given to the employee except in cases of emergency.
4. Employees who were employed in the District prior to October 1, 1998 shall not be involuntarily assigned to the Tuesday through Saturday shift unless there is a legitimate business need to do so.

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, as directed, and for which they are qualified. During all fire drills or fire emergencies, staff shall be required to assist the building administration as directed.

- F. (1.) Notices of vacancies and new positions shall be posted in each school after transfers have been determined. Said notice shall include the title of the position, job description, location and starting date.
- (2.) Notices shall be posted for seven (7) days. Any employee who may be interested in the position or positions must make written application to the Superintendent by the close of the ten (10)\_day period.
- (3.) All applicants will be considered equally.

**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, 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 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, 2020 through June 30, 2023.

IN WITNESS WHEREOF, the undersigned set their hands and seal on this day of October 14, 2021.

FREEHOLD REGIONAL  
CUSTODIAL AND MAINTENANCE  
ASSOCIATION

FREEHOLD REGIONAL  
HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

KENNETH J WORSTAL

Peter Bruno

Kerry Hunt

M R



APPENDIX A

SALARY GUIDES

2020 - 2021

Year 1

| <u>STEP</u> | <u>CUSTODIANS</u> | <u>GROUND</u> S | <u>MAINTENANCE</u> |
|-------------|-------------------|-----------------|--------------------|
| 1           | 36,750            | 37,000          | 39,550             |
| 2           | 37,250            | 37,500          | 40,050             |
| 3           | 37,750            | 38,000          | 40,550             |
| 4           | 38,250            | 38,500          | 41,050             |
| 5           | 39,000            | 39,250          | 41,800             |
| 6           | 40,000            | 40,250          | 42,800             |
| 7           | 41,082            | 41,332          | 43,882             |
| 8           | 42,332            | 42,582          | 45,132             |
| 9           | 44,082            | 44,332          | 46,882             |
| 10          | 46,082            | 46,332          | 48,882             |
| 11          | 48,182            | 48,432          | 50,982             |
| 12          | 50,540            | 50,790          | 53,340             |

2020/2021 - 2.85% Increase



## SALARY GUIDES

2021-2022

Year 2

| STEP | CUSTODIANS | GROUNDS | MAINTENANCE |
|------|------------|---------|-------------|
| 1    | 37,000     | 37,250  | 39,900      |
| 2    | 37,500     | 37,750  | 40,400      |
| 3    | 38,000     | 38,250  | 40,900      |
| 4    | 38,750     | 39,000  | 41,650      |
| 5    | 39,750     | 40,000  | 42,650      |
| 6    | 40,750     | 41,000  | 43,650      |
| 7    | 42,050     | 42,300  | 44,950      |
| 8    | 43,550     | 43,800  | 46,450      |
| 9    | 45,050     | 45,300  | 47,950      |
| 10   | 46,835     | 47,085  | 49,735      |
| 11   | 48,985     | 49,235  | 51,885      |
| 12   | 51,140     | 51,390  | 54,040      |

2021/2022 - 3.00% Increase



## SALARY GUIDES

2022-2023

Year 3

| STEP | CUSTODIANS | GROUNDS | MAINTENANCE |
|------|------------|---------|-------------|
| 1    | 37,250     | 37,500  | 40,250      |
| 2    | 38,000     | 38,250  | 41,000      |
| 3    | 38,750     | 39,000  | 41,750      |
| 4    | 39,500     | 39,750  | 42,500      |
| 5    | 40,500     | 40,750  | 43,500      |
| 6    | 41,500     | 41,750  | 44,500      |
| 7    | 42,500     | 42,750  | 45,500      |
| 8    | 43,878     | 44,128  | 46,878      |
| 9    | 45,378     | 45,628  | 48,378      |
| 10   | 47, 078    | 47,328  | 50,078      |
| 11   | 49,280     | 49,530  | 52,280      |
| 12   | 51, 640    | 51,890  | 54,640      |

2022/2023 - 3.00% Increase



## APPENDIX B

### HEALTH BENEFITS SUMMARY

#### HORIZON BLUECROSS BLUESHIELD OF NEW JERSEY HEALTH INSURANCE

##### *Direct Access coverage as follows:*

- Full family benefits available for all new and current employees
- In-Network Benefits:
  - Must utilize Horizon Direct Access provider network in New Jersey
  - Blue Card PPO network outside of New Jersey
  - \$10.00 Copay for In-Network office visits, including Chiropractic
  - Selection of Primary Care Physician (PCP) is optional
  - Referrals to see Specialists NOT required
  - 100% coverage for Hospitalization and most other services
  - Prescription Drugs covered 90%
- Out-of-Network Benefits:
  - Services covered subject to Deductible of \$200 per employee/2.5X per family.
  - Member Coinsurance 30% of Usual and Customary Expenses up to \$2,000 Maximum Out-of-Pocket (MOOP) per individual, thereafter all eligible charges are covered at 100% of Usual and Customary Expenses. The MOOP limit is one per year per employee, and must be met 2.5X for family coverage
- Many other medically necessary services are covered as well both In- and Out-of-Network

##### **Traditional Indemnity coverage as follows:**

- Coverage only available after third (3<sup>rd</sup>) calendar year of employment for employees hired on or after July 1, 2009
- Full family benefits available
- 100% coverage for Hospitalization after \$100 copay per admission
- Major Medical Annual Deductible of \$200 per employee/\$400 per family
- Major Medical Member Coinsurance of 20% of Usual and Customary Expenses up to \$1,000 Maximum Out-of-Pocket (MOOP) per individual, thereafter all eligible charges are covered at 100% of Usual and Customary Expenses, The MOOP limit is one per year per employee, and must be met 2X for family coverage. (Deductible and copays do not apply to this MOOP.)
- Prescription Drugs, Chiropractic, Durable Medical Equipment are also covered under Major Medical. Many other medically necessary services are covered as well.
- One-time Traditional plan opt-out available after 3<sup>rd</sup> calendar year of employment\*

##### **Waiver Program/Cash in lieu of benefits:**

- Employees may receive cash in lieu of benefits by waiving/declining health insurance coverage with Horizon Blue Cross Blue Shield of New Jersey
- Proof of other health insurance coverage must be provided in order to qualify.
- Cash payment is made twice per year and is taxable as income.



## DELTA DENTAL PLAN OF NJ DENTAL INSURANCE

The coverage for dental care is as follows:

- Full family benefits available
- Premier / Advantage Program
- 80% coverage for Preventive and Diagnostic procedures
- 60% coverage for Remaining Basic Dental Care and Crowns
- 50% coverage for Prosthodontic Care
- 50% coverage for Orthodontia (Dependent Children Only)
- The Calendar Year Maximum benefits payable is \$1,500
- The Lifetime Orthodontia Maximum benefits payable is \$800

## UNITED HEALTHCARE VISION CARE INSURANCE

The coverage for routine vision care is as follows:

- Full family benefits available
- Routine eye exams are covered once every 12 months
- Eyeglass Frames and Eyeglass Lenses are covered once every 24 months
- Contact lenses in lieu of Glasses are covered once every 24 months
- There is a \$10 co-pay for exams
- There is a \$25 co-pay for materials

### IMPORTANT

All of our health benefits programs provide extensive coverage but do have some limitations and restrictions. Please review each program's "benefits handbook" for more information.



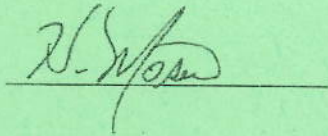
Appendix C

SIDE LETTER AGREEMENT  
TO THE COLLECTIVE BARGAINING AGREEMENT  
DATED JULY 1, 2015 – JUNE 30, 2020

The parties have agreed to this Side Letter Agreement respecting the Collective Negotiation Agreement between the Freehold Regional High School District Board of Education ("the Board") and the Freehold Regional Custodial-Maintenance Association ("the Association") for the term July 1, 2015 through June 30, 2020 and where, as indicated, for future negotiations:

1. For future negotiations, the parties agree and understand that the cost of movement of negotiation unit employees on the longevity schedule will be included with the cost of movement on the salary guide for each year of the agreement for the purposes of calculating the total negotiated wages increase, unless longevity is specifically excluded from the calculation in writing by the parties. In other words, any agreed upon percentage increase to base salary for future contract years will be inclusive of the increase to salary guide increments as well as longevity payment increases.
2. This side letter agreement will be considered incorporated into the parties' collective negotiation agreement.

Freehold Regional High School  
District Board of Education



Freehold Regional  
Custodial Maintenance Association

