

2022-2025
BUILDINGS & GROUNDS ASSOCIATION

ARTICLE I
RECOGNITION

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

1. Maintenance Persons
2. Groundskeepers

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. Negotiation 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

DEFINITIONS

1. 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.

2. A grievant is the person or persons alleging said violation.
3. An employee shall mean any person in the unit as defined in the Recognition article of this Agreement.
4. An immediate superior shall mean that member of the staff to whom the employee normally reports, or his designee.
5. 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.
6. 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;
 - c. Results of previous discussions;
 - d. Dissatisfaction with discussion previously rendered;
 - e. Remedy sought.
7. A reply to the written grievance shall be received not later than twenty (20) calendar days following the presentation of the grievance.
8. Should a grievance 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 no later than seven (7) calendar days following his/her review.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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 the Board policy or practice under the provisions of the 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.

14. 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.

MISCELLANEOUS

1. 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.
2. 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.
3. 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 an 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 school rooms 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

1. 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.
2. The work year for twelve-month employees shall commence on July 1 and conclude on June 30.
3. 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 or earned 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 the ten (10) working days.

- c. Employment for eight (8) years, but less than fifteen (15) years, shall carry an entitlement of fifteen (15) working days.
 - d. Employment for fifteen (15) years, but less than twenty (20) years, shall carry an entitlement of sixteen (16) working days.
 - e. Employment for twenty (20) years, but less than twenty-five (25) years, shall carry an entitlement of seventeen (17) working days.
 - f. Employment for over twenty-five (25) years, but less than thirty (30) years of service, shall carry an entitlement of eighteen (18) working days.
 - g. Employment for over thirty (30) years of service, shall carry an entitlement of nineteen (19) working days.
 - h. The Board reserves the right to specify the conditions under which vacation may be taken.
4. Employees eligible for vacation must apply for the 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.
5. Vacation days and floating holidays will not be permitted to be used during the week of graduation and the week prior to school opening except with special approval by the Superintendent.
6. 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.

7. If school is closed early due to inclement weather or snow accumulation, **or District is physically closed to students and staff for virtual learning**, 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.
8. Employees shall be granted the following 14 days as holidays:
 - a. Independence Day
 - b. Labor Day
 - c. One October Holiday as identified in the adopted UFRSD calendar
 - d. Friday of NJEA Teachers convention (*if NJEA Teachers Convention is canceled, a floating holiday will be provided in lieu*)
 - e. Thanksgiving
 - f. Day after Thanksgiving
 - g. Christmas Day
 - h. Day after Christmas
 - i. New Years Day
 - j. Martin Luther King Jr's Birthday
 - k. Presidents Day
 - l. Good Friday
 - m. Memorial Day
 - n. Observation of Juneteenth (*If the District's date of observation falls on or during the week of graduation, a floating holiday will be provided in lieu*)
9. 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.
10. Should staff be required to work any of the foregoing holidays, they will receive 1.5 days off in exchange.

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.
8. 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.
9. During the winter (December) and Spring Breaks, members' work day will be shortened by ½ hour the last working day preceding the Holiday. UFRBGA will follow the District's summer schedule for the months of July and August as it relates to having Fridays off. This group will work 4-8 hour days during the time of summer scheduling. 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.

10. On occasions when an employee in the B&G Association is called in to start early on inclement weather events, when school is open or opened with a delay, that employee will be compensated for an additional hour and a half at their regular hourly rate.
11. Employees working between the hours of 11:00pm and 6:00am, qualify for a shift differential of an additional \$2.00 per hour.
12. Part-Time Positions in various groups, may be combined with compensation paid on a prorated basis.
13. Assignment to and placement on salary guides will be determined at the time of hire by the Superintendent.
14. On days when the district closes early due to severe weather conditions, staff will be permitted to leave 1 hour early, at the discretion of the Direct of Building & Grounds or the Superintendent.

ARTICLE VIII EMPLOYMENT

1. 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.
2. All employees who shall not receive a contract, salary increment or raise, shall be notified in writing no later than April 30th.
3. Upon written request, an employee whose contract is not renewed will be given the reasons for such non-renewal.
4. 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 employees 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. All employees agree that Direct 15 is now the base plan for Health Benefits which will begin July 1, 2020. All employee contributions will be in accordance with Chapter 78. All new employees hired after July 1, 2020 will have health insurance provided in accordance with the provisions of P.L. 2020, c44.
2. Dental and Prescription coverage will also be provided. All employee contributions will be in accordance with Chapter 78. All new employees hired after July 1, 2020 will have health insurance provided in accordance with the provisions of P.L. 2020, c44.
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 payment:

a. Single Coverage	\$1,250.00
b. Parent/Child	\$1,500.00
c. Husband/Wife	\$2,000.00
d. 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:

a. Dental	\$150.00
b. Prescription	\$250.00
6. New hires will be entitled to single or parent/child benefits paid by the Board and in accordance with any premium contribution required by State regulations. Upon entering their fourth year of employment, employees will be eligible for employee/spouse or family benefits.

7. Current employees will be grandfathered at their current level of coverage and will be responsible to pay premium contributions as required by State regulations. Any new State regulation regarding employee health benefits, enacted after the date of this agreement, will be implemented on the date set by the State in the authorizing regulation.
8. Non-teaching staff members must be employed for 30 or more hours per week to qualify for coverage.

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 the opportunity to make an 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.
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

1. 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.
2. 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.
3. 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 50% of the total amount of days an employee could have accumulated over their time as an employee by the time of retirement/death, will be compensated for the accumulated sick leave in accordance with the following schedule:

Years of Service	Compensation
15	\$2,000
20	\$2,500
25	\$3,000
26	\$3,500
27	\$4,000

6. Written notice of intent to retire must be submitted to the Superintendent's Office by April 1st in order to receive sick leave compensation as offered.

ARTICLE XIII

1. Person Leaves of Absence

- 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 the 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.
- 2. 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 including the following:
 - a. Pension and Annuity Funds and loan repayment
 - b. Contributory Insurance
 - c. Association payroll deduction
 - d. Health insurance as applicable, voluntary Board approved FSA, disability or retirement plans, State required garnishments

**ARTICLE XV
FLOATING HOLIDAYS**

1. Members of this bargaining unit shall receive five (5) 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 have used zero (0) sick days in the previous year, shall receive a bonus of \$500.00 on October 31st. Contributions to the sick bank would not be counted against an employee's attendance bonus.
2. Employees who have used three or fewer sick days in the previous year, shall receive a bonus of \$250.00 on October 31st. Contributions to the sick bank would not be counted against an employee's attendance bonus.

**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 of 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 therefore 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 & Grounds can be reached for emergency situations.
4. Each Maintenance Worker, Groundskeeper, and Warehouse technician shall be entitled to an annual allowance of \$700.00 each member for the purchase of work shoes, inclement weather clothing, and safety/shatterproof prescription glasses of their choice. A receipt for these items must be provided. This allowance will be capped at \$5,600.00 annually.
5. Uniforms shall be worn while on duty.
6. Staff members not domiciled in our school district may have their children attend our schools. As per policies 5845 and 5847 (K-Comp and Pre-K), the cost of tuition for the Kindergarten Compliment and Pre-K programs will be the responsibility of the staff member. Any cost of educating a child of a staff member that is above and beyond the general education per pupil cost of educating a student (as per the annual approved budget) will be the responsibility of the staff member.
7. Reimbursement for mileage shall be set at the state permitted reimbursement rate.
8. The District shall reimburse members for tuition enrollment fees for successful completion of District approved courses in the amount of \$3,700 in total annually for the group.

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 items licensed during employment with the District. Mandatory licenses shall include:
 - a. Boiler License/Black Seal
 - b. HVAC Recovery Certification
2. Licenses/Certifications shall include license 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. Specific licenses and certifications are noted for each pay grade level at the top of the salary guide.

3. Continuing Education Classes offered by a county or state college or voc-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. Courses selected must be in the order identified on the salary guide.

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 any adjustment on the salary guide. Refresher courses for any license/certificates shall be required on a bi-annual basis thereafter in order to maintain said grade level, unless renewal is required through different guidelines unique to license/certificate. All grade level adjustment 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. Pay grade levels 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.

5. 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.
6. 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 mandatory recertification or license renewal class requirements.
8. The Director of Buildings & Grounds shall keep records of member's licenses & certifications and shall provide the District with proof of certification/licensing for the annual renewals of all licenses/certification resulting in pay grade adjustments 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.
10. All Buildings & Grounds staff are required to complete mandatory training on Harassment, Intimidation and Bullying.
11. A stipend will be provided annually to any staff member who obtains a certification listed below. In order to earn the stipend the certification must be in good standing and the most recent copy of the certification must be on file with the Director of Buildings and Grounds. Requests for consideration of a certificate or apprenticeship program not on the below list can be considered by the Superintendent and Director of Buildings and Grounds on an individual basis at an employee's request. Any certifications earned mid year will be prorated in that year.

If the Superintendent and the Director of Buildings and Grounds deems the certification to be mutually beneficial to the staff member and the District, the District may cover the cost of the certification program. However, the program must be completed on the employees own time and may not impact their ability to fulfill their job responsibilities. Employees will continue to be offered 1 professional development day per year at the approval of the Director of Buildings and Grounds for use on a certificate program or continuing education credit to maintain a certification. This does not preclude the Director of Buildings and Grounds and Superintendent from allowing for additional professional development for training arranged or mandated by the District.

The stipend would be paid evenly throughout the employee's 24 paychecks each year.

Certification:	Stipend:
Aerial Lift and Scissor Lift Operators/ Forklift Operator	\$500
Backflow Preventer	\$250
Carpentry	\$500
Communications Wiring	\$250
Electrician	\$500
HVAC (i.e. recovery, indoor air quality, BMS controls)	\$500
Landscape Maintenance	\$250
Locksmith	\$500
NJ Pesticide Operator (IPM)	\$500
Plumbing	\$500
Utility Location Underground Mark Out	\$250
Welding	\$250

ARTICLE XIX

SICK BANK

The Upper Freehold Regional School District shall permit the members of the Buildings & Grounds Association, as defined in the recognition clause of the Collective Bargaining Agreement, to donate personal illness days (sick days) to members suffering from injury or catastrophic illness and who have exhausted all other paid benefit time. Participation in the program is voluntary. The sick leave day balance in the Bank at the end of one calendar year will carry over to the next school year. The calendar year for the operation of the Bank will be July 1 through June 30. Sick leave days provided to a member from the Bank will be in addition to any other days provided for by law or regulation. This provision shall not prohibit the Board from exercising its rights under N.J.S.A. 18A:30-6 (Prolonged Absence Beyond Sick Leave Period).

Membership in the Bank:

An open enrollment period shall occur annually between September 1 and October 15.

Members wishing to join must submit a formal request to join. Members will donate 5 days at the initial time they join the sick bank. Once days are donated, they are not returnable to the donating member unless that member applies to the Sick Bank Committee and meets all of the conditions of eligibility to apply for sick days from the Bank. Each donated day will hold a value of \$150 in the bank regardless of the employee donating's individual daily pay rate.

Should the number of days in the Bank fall below fifteen (15), an enrollment period of 3 weeks shall open. Any current member of the sick bank shall be required to donate five (5) days in order to remain in the Bank. Any member who wishes to join the bank may do so at that time in accordance with the outlined procedures above. New hires may join the Bank for up to three (3) weeks after their date of hire, in accordance with the provisions outlined above.

Members may choose to withdraw at any time with written notice to the Sick Bank Committee. Any days donated will not be returned to the member. Unless a member is a new hire, no member may donate days if they have less than five (5) accumulated sick days. Unless a member is a new hire, no member may donate days that would reduce their number of Accumulated sick days below ten (10).

Using the Sick Bank:

Application for the use of days from the Bank can be made only by current members of the Bank. The member applying for usage of days must have exhausted all accumulated sick leave, personal days, vacation days (where applicable) and compensatory days (where applicable).

Once approved for the use of days, employees will be compensated at \$150 per day. The retroactive use of days granted may be considered by the Committee. Members applying for days will sign a limited Waiver/Release form that allows the Committee to discuss their medical condition. The Committee will request information that verifies the existence of an injury or that the illness is chronic.

Members applying for days will provide a letter from their attending medical professional that confirms that their condition requires the member to remain absent from work for an extended period of not less than five (5) days. Days awarded to a member will be used for days missed when that employee would otherwise be required to be in attendance at work.

The Approval Committee:

The Committee shall be made up of three (3) members chosen by the Association and three (3) members chosen by the Board in accordance with 18A:30-10 through 13 (Chapter 223).

The Committee will meet on an as needed basis. "As needed" will be defined as within five school days of the submission of an application by a member of the bank to withdraw days.

The Committee will make a decision regarding an application by the end of that meeting. In the event of a tie vote, the member making the application will be awarded five (5) school days in which they can appeal the decision to the committee, presenting new evidence. If the application is denied, the applying member may appeal the decision to the committee, presenting new evidence, within five (5) days of the initial decision.

Members of the Committee will sign a confidentiality agreement that will prevent them from discussing medical conditions of members with anyone not on the Committee, unless required to do so as a matter of law.

Limits of Benefit:

Members making an initial application for the withdrawal of days will be limited to fifteen (15) days. Members may re-apply for up to an additional fifteen (15) days for the same condition in any given year.

Days taken need not be taken consecutively.

A maximum of thirty (30) days may be awarded to any member in a calendar year as defined above. A maximum of sixty (60) days may be awarded to any member over a period of two (2) calendar years as defined above.

Days will not be granted for normal pregnancy, elective procedures, or other conditions that are not of an immediate or chronic nature as defined by their attending physician. Application for days from the Bank may not be made for work related injuries or illnesses that are being covered under Workers' Compensation claims.

Members who are awarded days that carry over two years must use their annual benefit leave, as defined in section 2-B above benefit before usage of the days granted from the bank resumes in the second year. Final decisions of the Committee will not be subject to the grievance procedure or arbitration.

SALARY

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

July 1, 2022- June 30, 2023- 3% increase

July 1, 2023- June 30, 2024- 3% increase

July 30, 2024- June 30, 2025- 3% increase

2. Any new staff member hired after July 1, 2020 will receive a \$750.00 increment for having a black seal license.

ARTICLE XX BOARD'S RIGHTS

1. 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 the 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.
2. The exercise of the foregoing power, 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 of this Agreement.

ARTICLE XXI SEVERANCE

1. Should the Board decide to privatize, pursuant to Law, buildings & grounds staff covered by the agreement, 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 who has 20 or more years employment with the Board.

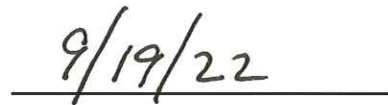
For the Upper Freehold Board of Education



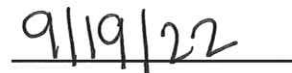
Board President



Board Secretary

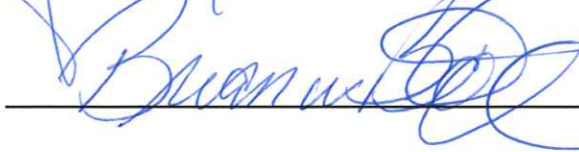
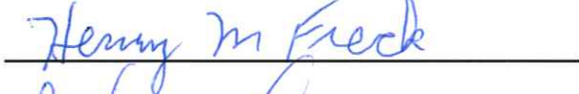


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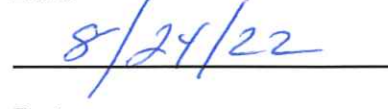
For the Upper Freehold Buildings & Grounds Association



Date



Date



Date