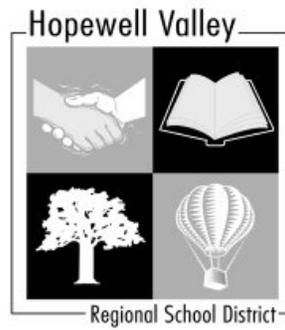


COLLECTIVE BARGAINING AGREEMENT



By and Between

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

and

HOPEWELL VALLEY CUSTODIANS' ASSOCIATION

for

2007-2010

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THIS AGREEMENT

entered into this 21st day of May, 2007.

By and Between

The HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION, with offices at 425 South Main Street in the Borough of Pennington, County of Mercer and State of New Jersey, hereinafter referred to as the "BOARD"

and

HOPEWELL VALLEY CUSTODIANS' ASSOCIATION, as Collective Bargaining Representative for those employees of the Hopewell Valley Regional School District as hereinafter specifically designated, being hereinafter referred to alternatively as "ASSOCIATION" or "CUSTODIANS."

ARTICLE I
RECOGNITION

- A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Custodians' Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment for the following personnel under contract with the Board:

Custodian
Grounds Maintenance Person
Maintenance Worker
Head Night Custodian
Head Day Custodian - Elementary
Head Day Custodian - Middle School
Head Day Custodian - High School
Trades Person/Carpenter
Trades Person/Electrician
Trades Person/Plumber
Trades Person/Head Mechanic
Trades Person/HVAC Mechanic
Trades Person/Grounds
Skilled Craftsperson

- B. The Association does not represent part-time employees, summer employees or any other employees not listed above.
- C. Unless otherwise indicated, the term 'employee(s)' when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.
- D. The parties affirm their intent, as required by existing statutes, to follow policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, or membership in an association with legal activities of any employee organization. The parties agree that alleged violation of statutes and policies against discrimination are best remedied by recourse to the administrative and legal procedures made available under such statutes and policies, and do not intend that such matters be processed as grievances under this agreement.
- E. The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above defined unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.
- B. The parties agree to commence negotiations no later than the first day of February. Proposals shall be exchanged at the initial meeting. Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless there are counter proposals or substitute proposals.
- C. The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the employees enumerated in Article I of this agreement. Any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all unit members. This recognition shall not impair the rights of any employee or group of employees under the Constitution of the State of New Jersey, or any applicable law or state administrative regulation now or hereafter enacted or promulgated.
- D. Negotiations shall be conducted in the Board of Education Administrative Office or at any other mutually acceptable location. The Board shall make available to the Association a caucus room in which to meet for separate conferences.
- E. Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- F. Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or work day shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.
- G. Neither party shall have any control over the selection of the negotiating representatives of the other party.
- H. One representative for each party shall be the spokesperson-negotiator. Those representatives shall be responsible for all procedural details including: fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter proposals, requesting information and clarification and tentative acceptance of proposals. The spokesperson-negotiators may recognize other members of the negotiating team or call upon resource personnel to present or discuss pertinent data.

- I. Either party shall have the right to call for a caucus or private conference during the course of negotiating sessions; provided, however, that no such caucus or private conference shall be longer than forty-five (45) minutes in duration without mutual agreement.
- J. During negotiations the Board and the Association shall present data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- K. It is acknowledged and understood that the negotiation teams representing the Association and the Board have been empowered and authorized to discuss all terms and conditions of employment subject to negotiation. It is also understood that the negotiation representatives of the Association and the Board are authorized to reach tentative agreement on the terms and conditions of employment. A tentative agreement shall be reduced to writing. The Board shall complete a draft of the agreement and shall submit it to the Association for ratification. Upon ratification by the Association, the agreement shall be presented to the full Board for ratification at its next public meeting. No agreement shall become effective and binding until it is formally ratified by both parties.
- L. Any issue pertaining to procedures not outlined by this Agreement shall be resolved by the mutual agreement of the parties.
- M. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no way be binding upon either party. With the exception of their use as parole evidence, all subjects, items and matters so discussed shall be without prejudice to either party.
- N. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

A “grievance” shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or a violation of any of the provisions of this agreement. It is agreed that binding arbitration as provided for in this Article does not apply to a misinterpretation or misapplication of Board Policy or Administrative Regulation; provided, however, that no claim shall constitute a grievance to be processed in accordance with the following procedure which pertains to:

- (i) any matter for which a detailed method of review is prescribed by law;
- (ii) any rule or regulation of the State Commissioner of Education unless the Commissioner of Education shall first specifically determine that the Board has exclusive jurisdiction therein;
- (iii) any policy or by-law of the Board or administrative decision;
- (iv) any matter which according to law is beyond the scope of the legal authority of the Board;
- (v) any matter for which a grievance has been filed under a special purpose grievance procedure provided by Board policy.

Further provided; for a grievance to be considered under this procedure, Step One must be commenced by the grievant within twenty (20) calendar days, of either its occurrence or when the grievant could or should have reasonably known of the occurrence. Failure to act shall constitute abandonment.

B. PROCEDURE

Any employee who has a grievance shall discuss it first with the principal or immediate supervisor in an attempt to resolve the matter informally.

Step One: If, as a result of the discussion with the principal or immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. (Schedule A Grievance Form attached.) The grievant shall have the right to request an informal hearing before the principal or immediate supervisor upon the form provided. If an informal hearing is not requested by the grievant, the principal or immediate supervisor may conduct such a hearing to assist in the consideration of the grievance. The immediate supervisor shall communicate the decision to the grievant in writing, with reasons, not later than ten (10) school days from the receipt of the written grievance.

Step Two: Not later than ten (10) school days after receipt of the Step One decision, the grievant may appeal the decision to the Superintendent or his/her designee. That appeal must be in writing upon the grievance forms provided, specifying the nature of the grievance, the nature of the injury, loss or inconvenience claimed, the results of prior discussions with the immediate supervisor and the grievant’s dissatisfaction with the decision previously rendered. On the grievance form, a hearing may be requested before the Superintendent or his/her designee. If a hearing is not requested by the grievant, the Superintendent or his/her designee may conduct

such a hearing to assist in the consideration of the grievance. The Superintendent or his/her designee shall render a written decision not later than fifteen (15) school days from the receipt of the appeal. The written decision shall be sent, with reasons, to the grievant, the principal or immediate supervisor, and the president of the Association.

Step Three: If, as a result of Step Two, the matter is not resolved to the satisfaction of the grievant, the grievant may request a review by the Board of Education. This request shall be submitted on a grievance form provided through the Superintendent. All related papers shall be attached and forwarded to the Board Secretary. Any grievance appeal to the Board of Education must be filed with the Board Secretary not later than ten (10) school days or fourteen (14) calendar days, whichever is less, from the receipt of the Step Two decision. The grievant may request a hearing before the Board of Education on the form provided. The Board of Education shall render a written decision, with reasons, not later than sixty (60) calendar days following its receipt of the grievance. The Association may move the grievance to Step Four after forty-five (45) days if the Board has not rendered a decision. Copies of the Board's written decision shall be forwarded to the aggrieved, the principal or immediate supervisor and the president of the Association.

Step Four: If the grievant is not satisfied with the Step Three decision, a request for the appointment of an Arbitrator may be made by the Association within five (5) calendar days of receipt of the Board's decision. A copy of the request shall be forwarded to the Board Secretary at the same time. The Board and the Association agree to adhere to the rules of the American Arbitration Association or the Public Employment Commission in the selection and the performance of the Arbitrator. The selection of AAA or PERC is to be decided by the moving party. The Arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else; he/she can add nothing to nor subtract anything from, nor modify in any way, this Agreement between the parties. All proceedings shall be conducted in the Board of Education Administrative Office or at any other mutually agreeable location.

C. GENERAL PROVISIONS

1. Time Periods

- a. All time periods specified shall be strictly adhered to unless both parties mutually consent, in writing, to an extension or waiver.
- b. If the grievant fails to proceed to the next level within the time period specified, the grievance shall be deemed abandoned and the most recent decision shall be considered binding. If a decision is not rendered within the prescribed period of time at Steps One or Two, the grievance may automatically proceed to the next step. If the Board fails to render a decision within the prescribed period of time, the grievance shall be deemed decided in favor of the grievant and shall be binding.
- c. When the grievance procedure extends into or occurs during the summer, 'school day' shall be construed to be 'calendar days' exclusive of Saturday, Sunday, and holidays.

2. Procedures

- a. No employee shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that a grievance has been filed. All employees shall

continue to comply with directives or Board policies as requested by the Superintendent and/or administrators until the grievance is properly and finally determined.

- b. Forms for filing grievances and requests for review are referenced to in this Agreement, and no grievance shall be processed unless the forms are utilized. See Schedule B.
- c. All hearings conducted under this grievance procedure shall be conducted in private and in confidence. Details of these proceedings shall be available only to persons needing such information in the performance of official duties.
- d. In the event that a grievance involves more than one employee and only one supervisor, those employees processing the grievance shall comply with the grievance procedure as outlined above.
- e. If a grievance involves a group of employees who do not have a common principal or immediate supervisor or one employee with more than one immediate supervisor, the grievance shall be processed in accordance with Step One before one of the principals or immediate supervisors involved selected by the Superintendent.
- f. If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- g. No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- h. All documents, communications and records original to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Representation

- a. Following the filing of a written grievance at Step One, an employee may be represented at all stages of the procedure by him/her representative of his/her choosing.
- b. The grievant shall have the right to legal counsel at all stages of the grievance procedure as outlined above. Legal counsel for the Board of Education may be in attendance at any stage of the grievance procedure.
- c. The Association may have a representative present at grievance hearings held in accordance with Step One herein. The Association shall have a representative present at grievance hearings held in accordance with Steps Two through Four herein.

4. Costs

- a. Each party will bear the total cost incurred by themselves.
- b. The fees and expenses of the arbitration are the only costs to be shared equally by the parties.

ARTICLE IV

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State or New Jersey and or the United States, including all decisional law rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights; subject, however, to the provisions of this agreement and the policies as formally established and promulgated by the Board.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain employees in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
4. To decide upon the means and methods of cleaning and maintaining buildings, the selection of supplies and other materials;
5. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, and to establish work rules after consultation with the Association;
6. To take whatever actions as may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

EMPLOYEES' RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, the parties agree that every employee of the Board shall have the right freely to organize, join and support the Association, the New Jersey Education Association, and the National Education Association for the purpose of engaging in collective negotiations concerning the terms and conditions of their employment.
- B. Nothing contained herein shall be construed to deprive any employee in the Hopewell Valley Regional School District of any rights now enjoyed by employees as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation Chapter 303, Public Laws of New Jersey, 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.
- C. Whenever any employee is required to appear before the Board of Education, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- D. An employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction. Requests shall be made within fifteen (15) working days of the date on which the employee was formally notified of the reduction in rank or job classification.
- E. Whenever an employee is involuntarily transferred to a new work site or a different shift on a permanent basis, the employee shall be notified at least ten (10) working days in advance of the date of transfer. Such notification shall be in writing and shall include the reasons for the transfer.

ARTICLE VI

ASSOCIATION RIGHTS

- A. The Board of Education shall make available to the Association for inspection at reasonable time that information which is available to the public.
- B. The Association and its representatives shall have the right to use school buildings for meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a meeting shall be made in advance, in writing, to the Board Secretary, who shall have the authority to approve a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; Provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall, upon request, reimburse the Board for such expense, and further provided, that the Association shall leave any premises so used by it in a suitable condition for the next user thereof.
- C. Whenever any representative of the Association or any employee is required to participate during working hours in scheduled grievance proceedings, he shall suffer no loss in pay.
- D. Representatives of the Association or the New Jersey Education Association shall be permitted to meet to transact official Association business on school property. No meeting, hearing or conference as defined, specified or provided for within this agreement shall be held or conducted during working hours except in emergency situations by mutual agreement between the Board and the Association.
- E. At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational efforts nor will the Association permit the use of students as couriers either inside or outside of school buildings.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the custodians, and to no other organizations.
- G. The President of the Association and the Superintendent shall meet to discuss mutual concerns at the request of either party. In no case, however, shall meetings be convened more than four (4) times per year except by mutual consent.

ARTICLE VII

EMPLOYEE WORK SCHEDULE

A. Daily Work Hours

1. Schedule Posting - Work schedules showing the employee's shifts, work days, and hours shall be posted by the head custodian in each school.
2. Work Shift - Eight hours of work, exclusive of a 30 minute lunch period, shall constitute a work shift. All employees who were employed prior to January 1, 1999 shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. A regular shift shall mean one that commences on Monday and ends on a Friday.

All employees hired on or after January 1, 1999 shall be subject to working an alternate shift, which shall commence on a Tuesday and end on a Saturday. Employees who were employed prior to January 1, 1999 may voluntarily accept such alternative shift for an agreed upon duration, which agreement shall not subject the employee to further mandatory alternate shift work.

Changes to an employee's working hours shall be by mutual agreement whenever possible.

The parties agree to continue the existing practice of implementing a four-day work week during the summer months, which has the effect of creating a longer shift. Such summer schedule shall not be deemed to violate this agreement.

B. Call Time and Overtime

1. Any employee called to return to work by the Superintendent or his designee, after his regularly scheduled shift, shall be paid a minimum of two hours.

Employees who are called in prior to the normal start of their scheduled shift for special activities such as elections, snow removal, and special building uses shall be compensated for the time actually worked. Employees working such early call-in time may take time off at the end of their shift in lieu of other compensation with the approval of the Director of Facilities and Transportation.

2. a. Overtime: Defined as any time spent at regular duties or other assigned duties either before/after regular daily work hours.
- b. Overtime to be paid at the rate or time and one-half the employee's regular hourly rate of pay based upon the total contract salary, for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the forty hours, a holiday as defined in Section D of this article shall count as an eight-hour (8-hour) day.
3. Employees, eligible for overtime payment in any pay period, shall not have such payment reduced as a result of using accumulated sick leave.

C. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1st of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule of the district and shall be subject to the approval of the Director of Buildings and Grounds, and subject to review by the Superintendent. Requests for vacation scheduling, shall be made at least five (5) days in advance of the first date requested, except in cases of emergency. Management will respond to vacation requests within two business days after actual receipt of same.
3. Employees shall be eligible for vacations on the following basis:

<u>Years of Service Completed as of July 1</u>	<u>Days of Vacation</u>
0-1	1 day earned for each month worked prior to July 1, not to exceed 10 days.
1-3	12
4-6	13
7-9	16
10-12	19
13-15	21
over 15	23

4. During the initial month of employment, if work commences on or before the 15th of the month, a creditable month of service will be earned for the purpose of computing vacation allowance.
5. Holidays falling within an employee's vacation period shall not be counted as a vacation day.
6. *An employee may use a maximum of ten (10) days earned vacation when school is in session, with the approval of the Director of Facilities, which approval shall depend on coverage needs and shall not be unreasonably withheld.*
7. *Up to ten (10) days of unused vacation days, earned in one year beginning with the 2006-2007 fiscal year, may be accrued and carried over for use in the next following work year. Such vacation days shall be available for use as such only during the next following work year, and if not used that year those days shall be lost. In the event of an employee's retirement in accordance with the rules of the Public Employees Retirement System or in the event of the employee's death, unused carried over and unused current vacation shall be paid to the employee or the employee's estate, as the case may be, in cash at the employee's current rate.*

D. Holiday Schedule

1. All holidays are scheduled on the premise that classes are not in session.

2. Scheduled holidays are:

Independence Day
Labor Day
Rosh Hashanah
Yom Kippur
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day

Total 13

3. Two officers of the Association designated by it shall be entitled to one day to attend the N.J.E.A. Convention under the provisions of 18A:31-2.
4. Unit members shall work half days on the day before the beginning of Christmas and the New Year holiday whenever the buildings are closed.

E. Holiday and Sunday Compensation

All work performed on holidays and Sundays shall receive compensation at the double time rate, except when classes are in session. All work performed on holidays and Sundays when classes are in session shall receive compensation at the straight time rate, and shall entitle the employee to additional vacation time, hour for hour, which shall be taken according to the provisions governing vacation usage.

ARTICLE VIII

SICK LEAVE

- A. An employee shall be entitled to one sick day per month for the length of the individual's contract, without loss of pay, effective July 1, 1983. These sick days are not retroactive. All days not used shall be cumulative. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in the case of sick leave claimed.
- B. If a full time employee should suffer an extended illness, the case may be reviewed to determine salary adjustment.
- C. *When an employee is retired from active duty in accordance with the Public Employees Retirement System requirements after fifteen years of continuous service to the Board, and has twenty-five (25) or more unused sick days, the Board will pay the employee for the unused sick leave at the rate of:*

\$42 per day, not to exceed \$4,200, if the retirement occurs between July 1, 2007 and June 30, 2008; or

\$44 per day, not to exceed \$4,400, if the retirement occurs between July 1, 2008 and June 30, 2010.

This payment will not be made to an employee leaving employment with vested retirement rights, but not then retiring. A qualified employee has the right to receive this payment after January 1st of the year following retirement.

- D. During the initial month of employment, if work commences on or before the 15th of the month, a creditable month of service will be earned for the purpose of computing sick leave.

ARTICLE IX

SALARY

A. For each of the fiscal years of this Agreement, the annual salary of each employee of this unit shall be computed as follows:

1. The minimum salary of the job title held by the employee shall be computed by multiplying the numerical position factor assigned to the job title times the base salary figure for the year being computed. For the term of this Agreement, the numerical position factors are:

<u>Job Title</u>	<u>Position Factors</u>
Custodian	1.0
Grounds Maintenance Person	1.1
Maintenance Worker	1.1
Head Night Custodian	1.2
Head Day Custodian - Elementary	1.2
Head Day Custodian - Middle School	1.2
Head Day Custodian - High School	1.3
Trades Person/Carpenter	1.3
Trades Person/Electrician	1.3
Trades Person/Plumber	1.3
Trades Person/Head Mechanic	1.3
Trades Person/HVAC Mechanic	1.3
Trades Person/Grounds	1.3
Skilled Craftsperson	1.4

For the term of this Agreement, the base salary figure for each fiscal year is:

<u>Fiscal Year</u>	<u>Base Salary Figure</u>
2007-2008	\$ 34,827
2008-2009	\$ 36,569
2009-2010	\$ 38,397

2. *The maximum salary of the job title held by the employee shall be computed by multiplying the minimum salary for that position, as determined in step 1 above, by the factor of 1.45 (145%).*
3. *The employee's annual salary for the fiscal year immediately preceding the year under computation, adjusted to include retroactivity settlement payments called for above, shall be divided by the maximum salary for the position, and the result expressed as a percentage of the maximum.*
4. The resulting numerical percentage of maximum shall determine the percentage amount of the employee's increase in accordance with the following guide, provided that no salary shall exceed the maximum established for the job title pursuant to paragraph 2 above:

Salary Increase Chart

<u>% of Maximum</u>	<u>Increase %</u>
<i>00.00 to 49.99%</i>	<i>4.60%</i>
<i>50.00 to 79.99%</i>	<i>4.50%</i>
<i>80.00 to 84.99%</i>	<i>4.00%</i>
<i>85.00 to 89.99%</i>	<i>3.50%</i>
<i>90.00 to 94.99%</i>	<i>3.00%</i>
<i>95.00 to 99.99%</i>	<i>2.50%</i>
<i>100.00%</i>	<i>0.00%</i>

5. When an employee is promoted to a job title having a higher position factor, the employee's new salary shall be computed by comparing the old salary to the maximum salary of the new job title, expressing the result as a percentage of the maximum, and applying the corresponding increase percentage from the Salary Increase Chart in paragraph 4 to the old salary. The promoted employee shall be eligible for a salary increase that may thereafter become due in the new title.
- B. Salary checks will be issued on the fifteenth and last day of the month unless the fifteenth or last day falls on a Saturday or Sunday or holiday, in which case the checks will be issued on the preceding school day.
 - C. The Board Secretary will make deductions from salary for those employees desiring participation in the tax sheltered annuity programs administered by the New Jersey Division of Pensions and the program of the Kemper Insurance Group Fidelity Life Association, upon authorization by the employee. This procedure is intended solely as a convenience for the employees and implies no liability for the Board beyond the proper performance of the deductions.
 - D. Unit members will have the option or having direct deposit of their checks to the bank of their choice.
 - E. The Board shall establish a tax qualified salary reduction plan, under the terms of which each employee may, by affirmative election, choose to apply cash compensation to fund an individual medical expense spending account and/or a dependent care spending account. The Association shall designate a representative to consult with the Board on the preparation and implementation of the plan.

ARTICLE X

INSURANCE AND HEALTH

A. Health Insurance

The Board shall arrange for group health insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. *Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.*
2. *Coverages will be available in the following plans:*
 - *the current Horizon BC/BS Direct Access Plan;*
 - *the current Aetna Flex 5 Plan, but with co-pays increased by \$5.00 on July 1, 2008;*
 - *the current Aetna Value Plus Plan, but with co-pays increased by \$5.00 on July 1, 2008.*
3. *The Aetna Premier \$2 plan shall be eliminated effective June 30, 2007. Any other change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.*
4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
5. *Employee contributions to each year's health insurance premium shall be as follows, with the Board paying the balance:*

<u>Coverage Level</u>	<u>Single</u>	<u>H-W/CUPs</u>	<u>P/C</u>	<u>Family</u>
<i>Direct Access 2007-2010</i>	<i>3.9%</i>	<i>15.0%</i>	<i>13.4%</i>	<i>19.1%</i>
<i>All Aetna in 2007-2008</i>	<i>3.0%</i>	<i>3.0%</i>	<i>3.0%</i>	<i>3.0%</i>
<i>All Aetna in 2008-2009</i>	<i>3.0%</i>	<i>5.0%</i>	<i>5.0%</i>	<i>5.0%</i>
<i>All Aetna in 2009-2010</i>	<i>3.0%</i>	<i>7.0%</i>	<i>7.0%</i>	<i>7.0%</i>

6. *Subject to the limitations of this section and the requirement of the approved carriers, employees shall have the option to waive district coverage of health insurance. For each month during the term of this contract that the waiver is in effect, the district shall pay an amount equal to 25% of the monthly premium for the Aetna Flex Plan Single Coverage by (a) paying said amount into the employee's 125 flexible spending plan without cost to the employee, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying same to the employee. Note that employees will be responsible for any federal or state taxes due under options (b) or (c). This waiver option shall be available to a limit of 5 employees of the bargaining unit at any time, in the order that fully completed application papers are received by the Benefits Administrator but subject to the following priorities. In the event that applications in excess of the 5 person limit are received, then eligibility will be established in the following order: first those employees hired before May 1, 2007 who prior to that date declined district provided coverage; second, those employees hired before May 1, 2007 who have as of the date of application been in enrolled in a plan to be waived for at least six months in the order of longest enrollment duration; and third, all other employees, in order of seniority of employment in the bargaining unit. In the event*

that more employees apply for the waiver benefit than the limit of 5, those employees shall be placed on a waiting list and offered the benefit in the order described above when and if the number of active waivers falls below the applicable limit. The award of each individual's benefit shall last as long as his or her waiver is in effect; he or she remains an employee of the district; and this contract or its successor containing this plan is in effect. In the event an employee wishes to re-enroll to obtain insurance coverage by foregoing the waiver benefit, he/she may do so at any time.

B. Prescription Drug Insurance

The Board shall arrange for group prescription drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. *Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.*
2. *Effective July 1, 2007, the co-pay for each prescription covered shall be \$20 Brand Name/\$10 Generic/\$5 Mail-order.*
3. *The Blue Cross Prescription Drug Plan is approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.*
4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
5. The premium cost of the prescription drug insurance shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.

C. Dental Insurance

The Board shall arrange for full family group dental insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. Coverage will be available under the current Blue Cross/Blue Shield Dental Program, a "traditional" plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as "Managed Dental Care", a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as "Total Care", a facility-based HMO style plan. These plans are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
2. Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at 80%.
3. Orthodontia shall be covered as provided in the Managed Dental Care and Total Care

plans providing for 50% and 100% coverage respectively.

4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected. Employees may select the particular plan desired during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 20 hours or more per week to be considered eligible for this dental insurance coverage.
5. The premium cost of the dental insurance plan shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.

D. Retired Employees

Any employee who retires from the district may continue any of the above health insurance benefits if available from the carrier. Employees shall be responsible for payment premium costs at the available group rate.

ARTICLE XI

EMPLOYMENT NOTIFICATION PROCEDURES

A. Notification

On or before May 30 of each year, the Board shall give to each employee hired prior to January 1st of either:

1. A written offer of a contract for employment for the next succeeding contract year, or
2. A written notice that such employment shall not be offered.

B. Termination Pay

A terminated employee shall receive two weeks notice of termination or two weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

C. Resignation

1. An employee who is resigning from his position shall give the normal two weeks notice.
2. Earned vacation shall be paid to an employee with at least three months continuous service in the district according to the proportion of full months worked to the total contract year if proper notification is given.

D. An individual contract can be terminated by either party by two weeks written notice.

E. In the event of any reduction in force (R.I.F.), categorical seniority, the Board appointment date of employment within the employment categories set forth in Article I, shall apply, along with the overall needs of the district. Any reduction shall be accomplished in accordance with the following procedure:

1. The unit members within the category(s) affected by such a reduction shall have seniority rights over the last hired within the category(s).
2. Seniority is defined as the employee's total length of service within the category, beginning with his/her original date of hire within the category. If an employee has moved from one category to another during the full term of employment in the district, seniority shall accrue from the starting date in each category.
3. An employee with service interrupted by voluntary resignation, termination or leaves of absence in excess of three (3) months shall have the amount of time not worked deducted from his/her seniority. An employee shall not lose seniority time for an approved leave of absence without pay for up to three (3) months and time lost for this reason shall toward continuous service. Time lost due to cases of injury involving worker's compensation shall not be par and time lost for this reason shall accrue toward continuous service.
4. If a question arises concerning two or more employees hired on the same date, the seniority

preference shall be determined by the Superintendent.

5. In all cases of reduction in force R.I.F., recall shall begin with the employee with the greatest amount of seniority in the employment category. Names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of one (1) year beyond the termination date. Unit members on this list shall be given preference for vacancies in any unit category for which they are qualified, provided that no individual is on the recall list in that category irrespective of seniority. The affected unit members shall be notified by certified mail, return receipt requested, mailed to the unit member's last address on record with the board secretary's office, when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks from the date of acceptance, or forfeits his/her right to the position. If the affected employee refuses employment in a category equal to the category held at the time of the R.I.F., the employee's name shall be removed from the recall list.

ARTICLE XII

PROMOTIONS AND VACANCIES

- A. Notices of vacancy in positions included in Article I shall be posted in each building at least one week before the closing date for applications. Such notice shall set forth the location and level of the position and will indicate the closing date for receiving applications from within the school.
- B. All candidates meeting basic requirements will be eligible to apply for the position - vacancy and will be given an opportunity for an interview. The administration reserves the right of requesting from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position - vacancy.
- C. When a vacancy occurs in a Head Building custodial position, an applicant with a fireman's license and a minimum of one (1) year's experience in the district shall be given a one hundred and twenty (120) day working trial period as a Head Building custodian prior to seeking an outside candidate. If more than one (1) applicant requests the position, the Board or its designee may select the one for the trial period prior to seeking an outside candidate.
- D. Any employee who is designated by the Director of Facilities to serve temporarily as a Head Night Custodian or Head Building Custodian and who satisfactorily serves more than fifteen (15) working days in such position shall from the sixteenth (16th) working day of such service be compensated at a salary calculated pursuant to Article IX, A.5., as if the employee had been promoted to such position. Employees serving a working trial period under paragraph C, shall be eligible for compensation under this paragraph after the fifteenth (15th) day of such service.

ARTICLE XIII

REPRESENTATION FEE

- A. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. 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. Amount of Fee - Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by the nonmembers up to 85% of the regular dues will be determined by the Association in accordance with the law, and the changes therefore being brought to the attention of the Board for verification by the Association.

- C. Deduction and Transmission of Fee
 - 1. Notification - 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 from the salaries of such employees the full amount or the representation fee and promptly will transmit the amount so deducted to the Association.

 - 2. Payroll Deduction Schedule - The Board will deduct the representation fee 30 days after the employee begins his/her employment.

 - 3. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the N.J.E.A. guidelines and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

 - 4. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

 - 5. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XIV

PERSONAL LEAVE

Personal leave with pay not to exceed a total of six days per year (three additional days per year for each death in the immediate family) may be granted by the Superintendent of Schools for the following reasons:

1. Serious illness in immediate family. Immediate family shall mean spouse, child, mother, father, or a relative who lives within the household of the staff member.
2. Absence due to death in non-immediate family. Non-immediate family shall mean grandparents, grandchild, niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter or son-in-law not living in the household of the staff member. Absence in such cases shall be allowed with pay for the day of the funeral.
3. Death in the immediate family. Immediate family shall mean spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.
4. Legal Request. Absence from school by reason of subpoena or jury service by summons will be allowed. In the event an employee is compensated for his/her service as a witness or juror in excess of \$10.00 per day, compensation paid by the school district under this provision shall be reduced dollar for dollar. Any employee receiving a subpoena or summons that requires the employee to be absent under this leave provision shall provide the Superintendent with written notice of same within two business days after the subpoena or summons for jury service is served upon or received by the employee. The failure to give timely notice may result in a denial of leave hereunder. Nothing herein shall affect the right of the school district or of the employee to seek an excuse or deferral of jury duty to a time more convenient in accordance with law.
5. Personal Reasons:
 - a. Non-Cumulative:
 1. Marriage of employee (3 days)
 2. Graduation - the day of graduation of the employee, spouse/*civil union partner* or his/her child (one day per year).
 3. Examination for a degree.
 4. Marriage in immediate family (one day per year).

b. Cumulative

Request by an employee with three or more years of continuous service for three days personal leave for a reason other than those listed above, should be submitted through the Principal/or Supervisor to the Superintendent three school days prior to the date requested. Three (3) personal leave days may be applied for through the principal to the Superintendent without reason. The number shall be limited to 5% of the eligible employees on any given day. These days shall not be granted immediately before or immediately after a long weekend, holiday or vacation unless the days are being used for religious observance. If unused, these days shall accumulate as sick leave at the end of the school year.

ARTICLE XV

LIAISON COUNCIL

Association representatives shall have the option of meeting with the Superintendent and his designees at a mutually convenient time to review and discuss current problems and practices of mutual interest. This council shall be advisory in practice.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter 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.
- C. Copies of this Agreement shall be duplicated, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed. It will be presented to all employees now employed or hereafter employed during the duration of this contract.
- D. Whenever any notice is required to be given by either of the to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter, certified mail, or hand receipt at the following addresses:

If by Association, to the Board at 425 South Main Street, Pennington, NJ 08534.

If by Board, to the Association at the President's permanent address.

- E. The Currently enrolled children and children enrolled during the 2001-2002 school year, of employees of this unit who were employed on or before June 30, 2002, may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of ten percent (10%) of the established tuition rate within the Hopewell Valley Regional School District. Any children of presently incumbent employees enrolled on or before 9/1/93 may continue on the same basis as provided in previous collective bargaining agreements. Siblings of any currently enrolled children of employees who were employed on or before June 30, 2002, may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of twenty-five percent (25%) of the established tuition rate within the Hopewell Valley Regional School District. In all cases where tuition is paid, such payment must be made by payroll deduction authorized by the district employee. Children of present and future employees not qualifying for the above benefit may be accepted in accordance with the district's normal practices for enrolling out of district residents, but in no event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration provision of this Agreement.

This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.

If any provision of the Agreement or any application of this Agreement to any employee or group of

employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

DURATION OF AGREEMENT

- A. *This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010.*
- B. This Agreement shall not be extended orally and it is expressly understood and agreed that it shall expire on the date indicated.

ARTICLE XVIII

SIGNATURES

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement, *consisting of 36 pages, on the 21st day of May, 2007.*

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

By _____
Linda Mitchell, President

ATTEST:

John Nemeth, Board Secretary

HOPEWELL VALLEY CUSTODIANS' ASSOCIATION

By _____
Robert E. Germond, III, President

ATTEST:

David Raduzycki, Secretary

APPENDIX A

UNIT TITLES AND SALARY RANGES

Custodian

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2007-2008	34,827	50,500
2008-2009	36,569	53,025
2009-2010	38,397	55,676

***Grounds Maintenance Person
Maintenance Worker***

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2007-2008	38,310	55,550
2008-2009	40,226	58,327
2009-2010	42,237	61,243

***Head Night Custodian
Head Day Custodian - Elementary
Head Day Custodian - Middle School***

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2007-2008	41,793	60,600
2008-2009	43,882	63,630
2009-2010	46,077	66,811

***Head Day Custodian - High School
Trades Person/Carpenter
Trades Person/Electrician
Trades Person/Plumber
Trades Person/Head Mechanic
Trades Person/HVAC Mechanic
Trades Person/Grounds***

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2007-2008	45,276	65,649
2008-2009	47,539	68,932
2009-2010	49,916	72,379

Skilled Craftsperson

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
2007-2008	48,758	70,699
2008-2009	51,196	74,234
2009-2010	53,756	77,946

1. All members of this unit who were full time employees and holding a Black Seal license on and as of June 28, 1996 shall receive an annual stipend in the amount of \$1,000. In the event that an individual grandfathered under this provision holds a Black Seal license, but declines an assignment requiring such license, this stipend will be discontinued as of the date the employee decides to withhold his/her availability for Black Seal duties.
2. The Board may designate certain assigned positions as requiring a Black Seal license, and except for individuals grandfathered under paragraph 1, the Board shall be obliged to pay an annual stipend of \$1,000 only to employees holding such license who are assigned to the designated positions requiring this license.
3. An employee holding a valid sewerage license and who performs duties as assigned by the Board requiring the use of said license shall be paid an annual stipend of \$1,000.
4. An employee holding a valid pesticide, insecticide, or fungicide applicator's license or any combination thereof and who performs duties as assigned by the Board requiring the use of said license, shall be paid an annual stipend of \$1,000.
5. An employee holding a refrigerant recovery license issued by the DEP and who performs duties as assigned by the Board requiring the use of said license shall receive an annual stipend in the amount of \$500 if holding a Stage One license or \$1,000 if holding a Stage Two license. An employee holding a Stage Three refrigerant recovery license who performs duties as assigned by the Board requiring the use of said license shall be considered and compensated as a Skilled Craftsman, without additional stipend.
6. An employee holding a valid N.J. commercial driver's license and who performs duties as assigned by the Board requiring the use of said license, shall be paid an annual stipend of \$1,000.
7. An employee who performs duties as assigned by the Board requiring the regular operation of a backhoe, shall be paid an annual stipend of \$1,500.
8. The Board shall continue to pay an annual stipend of \$1,200 for the Head High School Custodian during the term of this contract so long as the present incumbent holds such position. If such position is vacated during the term of this contract, the position factor for this position shall become 1.20 and no stipend shall be paid in addition to such salary.
9. Custodians and Maintenance employees will be provided with two sets of uniforms annually, and with boots, rainwear and gloves at the discretion of the maintenance foreperson.

APPENDIX C

INFORMATION

Pursuant to a request by the Association, the following information is being furnished, without becoming a part of this agreement:

- A. As specified in 18A:6-1, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- B. Whenever any charge is brought against an employee before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board shall reimburse him/her for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee. Financial support shall be limited to reasonable legal fees.
- C.
 - 1. The Board shall give full support, including legal and other assistance, for assault upon the employee while acting in the discharge of his duties. Financial support shall be limited to reasonable legal fees.
 - 2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - a. Workmen's compensation payments.
 - b. Salary differential paid by the Board.
- D.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, and to the Association.
 - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information concerning the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

APPENDIX D

**HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT
GRIEVANCE REPORT**

1. Distribution of form: a. Superintendent b. Principal c. HVCA President d. Employee
2. If additional space is needed, attach additional sheets.

Name of Grievant: _____ **Assignment:** _____

Building _____ **Date filed** _____

Step I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature _____ Date _____

C. Disposition by Principal: _____

Signature _____ Date _____

D. Position of Grievant _____

Signature _____ Date _____

Step II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant _____

Signature _____ Date _____

Step III

A. Date Received by President of Board or Designee _____

B. Disposition of Board: _____

Signature _____ Date _____

C. Position of Grievant _____

Signature _____ Date _____

Step IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

APPENDIX E

BOARD SUBSTANCE ABUSE POLICIES

1. Employees of this unit are considered the likely first observers and responders to emergency or other unusual occurrences in our school buildings and on school grounds, frequently perform

their duties within the observation of young students, and must carry the demands of safe handling of heavy equipment and chemicals, and the performance of physical duties requiring particular care. Employee alertness and the acuity of responses must not be degraded by substance abuse. Employees are reminded that smoking, the use of alcohol, and the use of non-prescription controlled substances are prohibited anywhere on school property and, in the case of alcohol and non-prescription controlled substances, anywhere while on duty.

2. All new hires undergo initial physicals and drug testing.
3. Random drug and alcohol testing is performed throughout the year, with approximately 25% of unit staff tested per year. Prevention Specialists of Red Bank, or equivalent independent vendor, generates a random computer selection of employees and schedules an on-site test through a certified school supervisor. Test Times and participants are confidential information maintained by the supervisor alone unless assistance is required. Employees are required to report to the on-site facility, a medical van, on short, usually one-hour notice. Urine samples are collected and sent to a certified testing laboratory, with result given to the supervisor and the employee. A refusal to test is deemed a positive result for purposes of follow-up.
4. Post accident testing is also performed, usually within two hours for alcohol and thirty-two hours for drugs. The employee is transported, by the district, to the test site. Refusal is also deemed a positive result for purposes of follow-up. If the accident has resulted in employee injury, tests are ordered during the course of initial medical treatment and the employee releases the result to the supervisor.
5. Testing may also be required if a supervisor has reasonable suspicion that an employee is using or is under the influence of alcohol or a non-prescribed controlled substance during the work day. The supervisor making such determination shall be either specifically trained and certified to do so, and shall have the advice of medical personnel, in detecting drug or alcohol influence during the workday. A blood-alcohol level of .10 shall be an actionable benchmark.
6. Absent aggravating circumstances, first detection of the improper use of alcohol or drugs will normally result in the employee's use of sick leave, family leave, and extended leave until a medical clearance to return to work is provided to the district. Second detections shall result in disciplinary action including possible termination.

In witness of this agreement, and recognizing our legal commitment to support this settlement in all respects to our respective organizations, we so affix our signatures to the Memorandum of Settlement on the date above first written.