

COLLECTIVE BARGAINING AGREEMENT



BY AND BETWEEN THE

HOPEWELL VALLEY REGIONAL
BOARD OF EDUCATION

AND THE

HOPEWELL VALLEY EDUCATIONAL
SUPPORT PROFESSIONALS ASSOCIATION

FOR

July 1, 2022 through June 30, 2025

THIS AGREEMENT

entered into this 19th day of SEPTEMBER, 2022

By and Between

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 EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION, as the Collective Negotiations Representative for those employees of the Hopewell Valley Regional School District as hereinafter specifically designated, being hereinafter referred to alternatively as the “ASSOCIATION.”

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RECOGNITION

1.1 The Hopewell Valley Regional Board of Education hereby recognizes the Hopewell Valley Educational Support Professionals 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:

Secretary
Paraprofessional
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-Mechanic
Trades Person-HVAC Mechanic
Trades Person-Grounds
Skilled Craftsperson

Whenever the term “custodial/maintenance” is used herein it shall include all job titles listed above, except secretary and paraprofessional.

- 1.2. The Association does not represent part-time employees, summer employees or any other employees not listed above. **[custodial/maintenance only]**
- 1.3 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 defined above.
- 1.4 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, affectional or sexual orientation .or membership in an association with legal activities of any employee organization.
- 1.5 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

- 2.1 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.
- 2.2. The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting.
 - 2.2.1 Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter proposals or substitute proposals.
- 2.3 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 changes or modification to this Agreement, or any new Agreement so negotiated, shall apply to all unit members as outlined in the Agreement unless otherwise specified. 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.
- 2.4 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 caucus rooms in which to meet for separate conferences.
- 2.5 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.
- 2.6 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 workday 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.
- 2.7 Neither party shall have any control over the selection of the negotiating representatives of the other party.
- 2.8 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.

- 2.9 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.
- 2.10 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.
- 2.11 Any issue pertaining to procedures not outlined by this Agreement shall be resolved by the mutual agreement of the parties.
- 2.12 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.
- 2.13 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

3.1 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 thirty (30) 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.

3.2 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. 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 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 designee. If a hearing is not requested by the grievant, the Superintendent or designee may conduct such a hearing to assist in the consideration

of the grievance. The Superintendent or 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 should 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 Relations 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.

3.3 GENERAL PROVISIONS

3.3.1 Time Periods

- 3.3.1.1 All time periods specified shall be strictly adhered to unless both parties mutually consent, in writing, to an extension or waiver.
- 3.3.1.2 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.
- 3.3.1.3 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.

3.3.2 Procedures

- 3.3.2.1 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.

- 3.3.2.2 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 Appendix A.
- 3.3.2.3 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.
- 3.3.2.4 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.
- 3.3.2.5 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.
- 3.3.2.6 If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- 3.3.2.7 No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- 3.3.2.8 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.

3.4 Representation

- 3.4.1 Following the filing of a written grievance at Step One, an employee may be represented at all stages of the procedure by him/her self or a representative of his/her choosing.
- 3.4.2 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.
- 3.4.3 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.

3.5 Costs

- 3.5.1 Each party will bear the total cost incurred by them.
- 3.5.2 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 of New Jersey and of the United States, including all decisional law and 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.

- 4.1 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;
- 4.2 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;
- 4.3 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;
- 4.4 To decide upon the forms and methods of work;
- 4.5 To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
- 4.6 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.

ARTICLE V

EMPLOYEES' RIGHTS

- 5.1 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 his or her employment.
- 5.2 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 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.
- 5.3 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 office, 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.
- 5.4 No employee shall be subjected to disciplinary action, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth. This provision shall not be construed to pertain to a decision by the Board not to re-employ a non-tenured secretary. **[secretaries only]**
- 5.5 An employee must have at least forty-eight (48) hours to read over his/her observation or evaluation before the conference is held.
- 5.6 An employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or 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. **[custodial/maintenance only]**
- 5.7 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. **[custodial/maintenance only]**
- 5.8 No material derogatory to an employee's conduct, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. Employees shall also have the right to submit a written answer to such material within ten (10) days following the conference. His/her answer shall be reviewed by the Superintendent and attached to the file copy. **[secretaries and paraprofessionals only]**

ARTICLE VI

ASSOCIATION RIGHTS

- 6.1 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.
- 6.2 The Association and its representatives shall have the right to use school buildings for professional 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 professional meeting shall be made in advance, in writing, to the building principal or designee, 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.

The Association shall have the right to use school and office equipment as may be in each school upon reasonable notice to and approval, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it. No equipment shall be removed from the school building. All use of computer equipment shall be subject to and consistent with district policies governing the use of such equipment as a means of communication.

Such equipment shall be operated only by members of the Association experienced in its use, and the Association shall bear full financial responsibility for its misuse or damage while so being used. In the event of damage to school equipment occurring during the time that said equipment is in use by the Association, the Association agrees to reimburse the Board of Education for costs of repair or replacement of said equipment. The Association shall inventory and, upon request, pay for the reasonable cost of all materials and supplies incidental to such use.

- 6.3 No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement.
- 6.4 The Association shall be permitted the use of one bulletin board located in each building for the purpose of posting official Association meetings. The size of this board shall not exceed 3 ft. x 3 ft. in size. No posting of Association notices or other information to the members of the Association should be permitted anywhere else in the district.
- 6.5 The Association may distribute to unit members within the school buildings, by use of the existing school mailbox facilities, materials dealing with appropriate and legitimate business of the Association. The Association shall have the right to utilize such interschool distribution facilities as may exist; provided, however, that in no case shall the Board be liable for any loss or damage, which may result in any materials so distributed by the Association.

- 6.6 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.
- 6.7 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 unit members, and to no other organizations.
- 6.8 **Representation 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.

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 nonmembers up to eighty-five percent (85%) of the regular dues will be determined by the Association in accordance with the law and the change(s) therefore being brought to the attention of the Board for verification purposes by the Association.

6.9 **Deduction and Transmission of Fee**

- 6.9.1 **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 of the representation fee and promptly will transmit the amount so deducted to the Association.
- 6.9.2 **Payroll Deduction Schedule** - The Board will deduct the representation fee thirty (30) days after the employee begins his/her employment.
- 6.9.3 **Mechanics** - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the NJEA 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.
- 6.9.4 **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 ten (10) days after the Board received said notice.
- 6.9.5 **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 thirty (30)-day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE VII

WORK YEAR/WORK DAY

(SECRETARIES)

- 7.1 The regular workday for full-time secretaries shall consist of seven (7) hours per day, Monday through Friday, exclusive of lunchtime.

Starting times for secretaries in the school buildings may be scheduled up to one half hour before the start of the student day, and the duties, responsibilities, and assignments of secretaries may be determined with respect thereto.

During the weeks in summer when schools are closed, the regular work week for full time secretaries may be scheduled as eight and three quarters (8.75) hours per day, four days per week, Monday through Thursday, exclusive of lunch time.

All work time over thirty-five (35) hours per week approved by the immediate supervisor shall be compensated at the regular rate. Time over forty (40) hours per week shall be compensated at time and a half. Portions of an hour shall be at the pro-rata amount.

If, at the discretion and direction of an administrator, a secretary's lunch period is delayed/interrupted in order to perform a necessary duty, then the employee shall be paid at the rate of \$25.00 per hour of lost lunch time, prorated for any lesser period.

- 7.2 Twelve (12) month secretaries shall work from July 1 through June 30, except for the paid holidays as noted in Article VIII.

Ten (10) month secretaries shall work from September 1 through June 30, except for the paid holidays as noted in Article VIII.

(PARAPROFESSIONALS)

- 7.3 The regular workday for full-time paraprofessionals shall not exceed seven (7) hours per day, Monday through Friday, excluding a duty-free lunch period.

Starting times for paraprofessionals in the school buildings shall be scheduled by the immediate supervisors.

All work time over a paraprofessional's regularly scheduled work day/year, approved by the immediate supervisor, shall be compensated at the regular hourly rate. Time over forty (40) hours in any full workweek shall be compensated at time and a half. Portions of an hour shall be prorated.

Paraprofessionals who work more than four (4) hours per day shall have a forty (40) minute duty-free lunch period, pursuant to the first paragraph of this section.

If, at the discretion of the administrator, a paraprofessional's lunch period is delayed/interrupted in order to perform a necessary duty, then the employee shall be paid at the rate of \$20.00 per hour of lost lunch time, prorated for any lesser period.

- 7.4 The paraprofessionals' work year shall be those days that school is in session, plus one additional day at the beginning of the school year, to be used for in-service training, which shall take place prior to the first day of school for students on one of the days used for teacher in-service programs. Also, paraprofessionals shall be permitted to leave work fifteen (15) minutes after student dismissal on days of early dismissal for students, when teachers have in-service training or conferences.

(CUSTODIAL/MAINTENANCE)

7.5 Daily Work Hours

- 7.5.1 Schedule Posting - Work schedules showing the employee's shifts, work days, and hours shall be posted by the head custodian in each school.

Employees shall report to work for all scheduled work days, irrespective of whether any other District staff are working remotely or are not otherwise required to be on site for any reason.

- 7.5.2 Work Shift - Eight (8) hours of work, exclusive of a thirty (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 ending time. A regular shift shall mean 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 (4) work week during the summer months, which has the effect of creating a longer shift. Such a summer schedule shall not be deemed to violate this agreement.

7.6 Call Time and Overtime

- 7.6.1 Any employee called to return to work by the Superintendent or designee, after his/her regularly scheduled shift, shall be paid a minimum of two (2) hours.

Employees who are called in prior to the normal start of their scheduled shift for special activities such as elections 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.

- 7.6.1.2 Snow Removal. All custodial, maintenance and grounds staff are considered essential personnel and must report to work for emergencies, which include snow days. Any custodial, grounds or maintenance staff worker who calls out sick on a school closing or emergency shut down more than once in a school year, will be required to bring in a medical note upon his/her return to work beginning with the second sick day used and on each subsequent non-consecutive occasion during that school year. Failure to provide a medical note within one (1) week will result in dockage of one day's pay for each day missed beyond the first day. All custodial, maintenance and grounds

staff who work on snow removal on days when schools and District offices are closed will be paid snow pay as defined below.

- Snow pay is defined as one and one-half (1 ½) times the employee’s regular hourly rate for all hours worked on snow removal when the District schools or offices are closed.

All custodial, maintenance and grounds staff who work on snow removal on days when schools and District offices are closed **for a snow day** will be paid snow pay as defined below. **“Snow removal” does not include salting, sweeping, or light shoveling performed during an employee’s regularly scheduled work hours.”**

Snow pay is defined as one and one-half (1 ½) times the employee’s regular hourly rate (i.e., an additional one-half of the regular hourly rate) for all hours worked on snow removal when the District schools or offices are closed for a snow day.

- 7.6.2.1 Overtime: Defined as any time spent at regular duties or other assigned duties either before/after regular daily work hours.
- 7.6.2.2 Overtime to be paid at the rate of 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 (40) hours, a holiday as defined in Section D of this article shall count as an eight (8) hour day.
- 7.6.2.3 Employees, eligible for overtime payment in any pay period, shall not have such payment reduced as a result of using accumulated sick leave.
- 7.7 Any employee, who in pursuance of assigned duties is required to travel from one location to another during the course of a school day, shall be reimbursed at the District approved rate per mile. This does not apply to travel within the District to attend meetings.

ARTICLE VIII

HOLIDAY SCHEDULE

(SECRETARIES)

8.1 All holidays are scheduled only if classes are not in session.

The scheduled holidays for twelve (12) month secretaries shall include:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Rosh Hashanah	President's Day
Yom Kippur	Good Friday
Veterans Day	Memorial Day
Thanksgiving Day	Juneteenth
Day after Thanksgiving	
Christmas Eve*	
Christmas Day	

*If Christmas Eve falls on a Saturday or Sunday, no extra holiday or vacation pay will be substituted. If Christmas Day or New Year's Day falls on a Saturday or Sunday, an extra vacation day will be added to the unit member's vacation balance for that school year.

Ten (10) month secretarial employees shall receive those holidays designated in the above schedule, which occur during the ten (10) month employees' work year.

8.2 All secretaries shall be entitled to two (2) days to attend the N.J.E.A. Convention, as provided for in 18A:31-2.

8.3 In the event that it is necessary for a secretary to work on any of the above holidays, the secretary will be entitled to a day of vacation in lieu of the day worked.

(CUSTODIAL/MAINTENANCE)

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

8.5 Scheduled holidays are:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Rosh Hashanah	President's Day
Yom Kippur	Good Friday
Veterans Day	Memorial Day
Thanksgiving Day	Juneteenth
Day after Thanksgiving	
Christmas Eve*	
Christmas Day	

*If Christmas Eve falls on a Saturday or Sunday, no extra holiday or vacation pay will be substituted. If Christmas Day or New Year's Day falls on a Saturday or Sunday, an extra vacation day will be added to the unit member's vacation balance for that school year.

8.6 Two (2) custodial/maintenance employees designated by the Association shall be entitled to one (1) day to attend the N.J.E.A. Convention under the provisions of 18A:31-2.

8.7 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 XI

VACATION SCHEDULE

(SECRETARIES)

9.1 Vacation eligibility shall be determined as of July 1 of each year. Years of service shall be calculated based upon the duration of actual service as a secretary in the district, and shall be expressed in years and months of service. In the case of ten month or part time secretaries, this means the duration of time actually worked. During the initial month of employment, if work begins on or before the 15th of the month, the secretary shall be credited with one month of service, full- or part-time, as the case may be, for the purpose of computing vacation days earned.

9.2 Twelve-Month Secretaries: Secretaries employed on a twelve-month basis shall be eligible for vacation as follows:

<u>Years of Service Completed as of</u> <u>Preceding July 1</u>	<u>Days of Vacation</u>
less than 1	One (1) day earned for each month worked, not to exceed eleven (11) days
1-3	13
4-7	16
8-11	21
12 or more	23

9.3 After three (3) years of service, twelve-month secretaries will be entitled to an additional three (3) full days of vacation during the winter or spring vacation, and after five (5) years of service, twelve-month secretaries will be entitled to an additional one full day of vacation during the winter or spring vacation.

9.4 Ten-Month Secretaries: During the first full or partial year of employment, ten-month secretaries shall earn one (1) day of vacation for each month of service. During the school year following the first full or partial year of employment, secretaries employed on a ten (10) month basis shall be eligible for twelve (12) vacation days. When a secretary moves from a ten-month position to a twelve-month position, any credited but unused vacation shall be carried forward and used in the new position hour for hour.

After completion of eight (8) years of service in the District, ten-month secretaries shall receive a total of three (3) full paid days off which must be used during the Winter and/or Spring recess periods.

9.5 Part-time Secretaries: Part-time secretaries shall be eligible for vacation on a pro-rata basis in accordance with the applicable provision for ten or twelve-month secretaries, as the case may be. Vacation leave for part-time secretaries shall be computed on a pro-rata basis commensurate with the proportion of actual hours worked to full-time employment. This means that in calculating vacation time for part-time secretaries, the employee workday shall determine vacation time hour for hour. When a secretary moves from a part-time position to a ten or twelve-month full-time position, any credited but unused vacation shall be carried forward and used in the new position hour for hour.

- 9.6 Vacation Scheduling: Vacation times shall be scheduled to coordinate with the work schedule of the District and shall be subject to the approval of the immediate supervisor and the superintendent. All vacations shall normally be used only when schools are not in session. However, a secretary, with the approval of the immediate supervisor and the superintendent, may use a maximum of five (5) consecutive earned vacation days when school is in session. In addition, in unusual circumstances, a secretary, with the approval of the immediate supervisor and the superintendent, may use an additional five (5) consecutive days of accumulated vacation during school sessions, provided that such additional usage shall not interfere with the operational necessities of the unit to which the secretary is assigned or of the district as a whole.
- 9.7 Holidays: Holidays under Article VIII falling within a secretary's approved vacation period shall not be counted as a vacation day.
- 9.8 Vacation Carry-over: Up to twelve (12) days of unused vacation days earned in one work 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, it shall be lost. Effective July 1, 2001, 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 then current rate.

(CUSTODIAL/MAINTENANCE)

9.9 Vacation Schedule

- 9.9.1 Vacation eligibility shall be determined as of July 1st of each year.
- 9.9.2 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 Facilities, 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.
- 9.9.3 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 ten (10) days.
1-3	12
4-6	13
7-9	16
10-12	19
13-15	21
over 15	23

- 9.9.4 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.
- 9.9.5 Holidays falling within an employee's vacation period shall not be counted as a vacation day.

- 9.9.6 An employee may use a maximum of five (5) 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.
- 9.9.7 Up to twelve (12) days of unused vacation days earned in one year may be accrued and carried over for use in the following 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 then current rate.

ARTICLE X

SECRETARIAL SENIORITY

- 10.1 Seniority shall be defined as the number of full-time years an employee has worked in the district in a position recognized by this Agreement. All part-time service in such a position shall be combined to determine the number of full-time years.
- 10.2 If the Board reduces the number of secretaries, such reduction shall be made based on seniority and job description requirements. If vacancies occur, secretaries who meet the job description requirements shall be recalled based upon the inverse order of layoff and the overall needs of the district.
- 10.3 The names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of two (2) years beyond the termination date. The affected unit members shall be notified by mail 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 of acceptance or forfeits his/her right to the position. If the affected employee refuses employment in a position equal to the position held at the time of the R.I.F., the employee's name shall be removed from the recall list.

ARTICLE XI

SICK LEAVE

- 11.1 An employee is entitled to one (1) sick day per month for the length of his/her contract without loss of pay. All days not used shall be cumulative. The Board of Education may require a physician's certificate to be filed with the Office of Human Resources in the case of sick leave claimed.
- 11.2 Family Leave. The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.
- 11.3 If an employee should suffer an extended illness and has exhausted all current and accumulated sick leave time, he/she may request additional sick leave which request shall be considered by the Board of Education on a case-by-case basis, as per NJSA 18:A30-6.
- 11.4 When an employee retires from duty in accordance with the Public Employees Retirement System requirements after fifteen (15) years of service in this school district, the Board of Education will pay the employee for unused sick leave days at the following rates and to the following maximums:
- Secretaries - \$70.00 per day up to a maximum of \$8,100.00
 - Paraprofessionals - \$13.00 per hour up to a maximum of \$6,400.00
 - Custodial/Maintenance - \$60.00 per day not to exceed \$6,000.00

An employee must have twenty-five (25) or more unused sick leave days to qualify for this benefit. A paraprofessional must have one hundred and fifty hours or more of unused sick leave time to qualify for this benefit

- 11.5. 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 XII

SALARY

- 12.1 For each year of this Agreement, the annual salary of each employee shall fall within the salary ranges set forth in Appendix E of this Agreement.
- 12.1.2 Commencing July 1, 2017, employees who are promoted are guaranteed a three-percent (3%) increase to their base salary or an increase to the range minimum, whichever is greater. If the employee is promoted between January 1 and June 30, the employee will not be eligible for any further salary increase until the commencement of the second school year following the school year of promotion. For example, an employee promoted on February 1, 2018 will not be eligible for any further salary increase until July 1, 2019.
- 12.1.3 Salary payments 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 payment will be issued on the preceding school day. Salary payments shall be made via direct deposit to the bank of the unit member's choice.
- 12.1.4 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 programs administered by the Siracusa Benefits Program, the Metropolitan Life Insurance Company, PRIMERICA, AIG/Valic, AXA/Equitable, and Security Benefit 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.
- 12.1.5 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.
- 12.1.6 The Board Secretary will make deductions from the salary for those employees desiring participation in the Mercer County Credit Union. 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.
- 12.1.7 Employees will be reimbursed for travel expenditures for official school business at the rate established by the Board of Education for use of a personal auto. For out of district travel, employees will also be reimbursed for tolls, parking charges, meals, or other direct travel expenses, if any, subject to approval of the Superintendent.
- 12.1.8 Paraprofessional or Secretary long-term substitutes serving as a substitute for more than five (5) consecutive months shall be considered unit members and offered an employment contract for the remainder of the school year or, where applicable if employment is renewed, for the following school year, at the first step on the applicable salary guide.
- 12.2.1 Paraprofessionals employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:
- A. Courses are related to the Paraprofessional's field, but need not be college accredited.

- B. The Superintendent shall review any proposed course reimbursement in light of the professional development needs of the paraprofessional and the district, and shall approve reimbursement for such courses as he/she determines will serve both such needs.
- C. Courses must be successfully completed. Where grades are provided, a grade of “B” or higher must be attained.
- D. Not more than six (6) credits or the equivalent of two (2) courses per year shall be reimbursed.
- E. Tuition reimbursement shall not exceed the prevailing rates at The College of New Jersey for a three (3) credit course. It is understood that reimbursement shall be for course registration, required books, workbooks, etc. to meet course proficiencies. Supplemental materials, vehicle registration, mileage and parking, and student fees are non-refundable items. Documentation is needed for all reimbursements.

12.2.2 A lay off of paraprofessionals shall be deemed to have taken place when the Board, through the Superintendent, has determined that the number of paraprofessionals covered by this agreement shall be reduced.

In the event of any reduction in force (R.I.F.) of paraprofessionals, district-wide seniority (the Board appointment date of employment within this paraprofessional group) shall apply, alongwith the overall needs of the district. Any reduction shall be accomplished in accordance with the following procedure:

- A. The unit members affected by such a reduction shall have seniority rights over the last hired unit members.
- B. Seniority is defined as the paraprofessional’s total length of service with the employer, beginning with his/her original date of hire within the unit.
- C. A paraprofessional 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. A paraprofessional 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 accrue toward continuous service. Time lost due to cases of injury involving workers' compensation shall not be part of this provision and time lost for this reason shall accrue toward continuous service.
- D. If a question arises concerning two or more paraprofessionals hired on the same date, the seniority preference shall be determined by the Superintendent.
- E. In all cases of reduction in force (R.I.F.), recall shall begin with the paraprofessional with the greatest amount of seniority in this unit. Names of those terminated due to a reduction in force shall be placed on a “recall list” for a period of two (2) years beyond the termination date. Unit members on this list shall be given preference for any future vacancies. The affected unit members shall be notified by mail 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 paraprofessional refuses employment in a position equal to the position held at the time of the R.I.F., the paraprofessional's name shall be removed from the recall list.

- F. If a lay off is scheduled by the Board, the Association shall be so notified in writing by the Superintendent.
- G. A list of paraprofessionals who may be affected by the layoff shall be provided to the Association.
- H. Upon rehire, paraprofessionals shall have prior service credit restored.
- I. Paraprofessionals employed by the Board of Education and hired for the Extended School Year following the regular school year will receive their hourly rate for the Extended School Year even if they were RIF'd or non-renewed at the conclusion of the regular school year.

12.2.3 Paraprofessional stipends:

- A. In addition to a paraprofessional's base salary, the Board may pay a stipend of up to ten-percent (10%) of said salary when a paraprofessional of the unit is assigned to one or more special education students who have toileting issues or who need to be lifted or carried. The obligation to pay such stipend shall extend only so long as the paraprofessional is assigned by the Director of Pupil Services to satisfy such requirement, but the paraprofessional shall be paid the stipend through the end of the pay period succeeding the pay period during which the assignment is terminated when such an assignment terminates for reasons other than the paraprofessional's resignation from such assignment.
- B. Effective July 1, 2017, in addition to a paraprofessional's base salary, the Board may pay a stipend of up to ten-percent (10%) of said salary when a paraprofessional of the unit (a) has special training and (b) utilizes such training and the resultant skills to satisfy the specific requirement of an IEP of a special education student or students on assignment by the Director of Pupil Services or designee, including one of the following:
 - i) 1:1 Assignment: The paraprofessional is assigned to a specific student with an Individualized Education Plan (IEP) for a minimum of fifty-percent (50%) of the day and the student has a formal behavioral plan that includes data collection as part of his/her IEP.
 - ii) Preschool Multiple Disabilities Class- Full Day: The paraprofessional supports students in a preschool special education classroom for a minimum of fifty-percent (50%) of the work day. Responsibilities include but are not limited to the following: specific behavioral and/or educational programming; following the guidelines of applied behavioral analysis; data collection; and supporting feeding programs.
 - iii) Multiple Disabilities/Behavioral Disorder/Autism Special Class: The paraprofessional supports students in district-approved special class for a minimum of fifty-percent (50%) of the work day. Responsibilities include but are not limited to: following specific behavioral and/or educational programming; data collection; job coaching in the community; and/or supporting specific feeding programs.

The obligation to pay such stipend shall extend only so long as the paraprofessional is assigned by the Director or designee to satisfy such requirement, but the paraprofessional

shall be paid the stipend through the end of the pay period succeeding the pay period during which the assignment is terminated when such an assignment terminates for reasons other than the paraprofessional's resignation from such assignment.

Specialized training shall be made available for needs including, but not limited to, the following: behavior management; interventions; data collection; and dealing with significantly disabled pupils.

- 12.3.1 Secretaries employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:
 - A. Courses related to the secretarial field (which may include appropriately related technology, human resources, or finance courses), but need not be college accredited.
 - B. Courses must be approved in advance by the Superintendent of Schools.
 - C. Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.
 - D. Not more than six (6) credits or the equivalent of two (2) courses per fiscal year shall be reimbursed.
 - E. Tuition reimbursement shall not exceed the prevailing The College of New Jersey rate for a three (3) credit course. It is understood that reimbursement shall be for course registration, required books, workbooks, etc. to meet course proficiencies. Supplemental materials, vehicle registration and student fees are non-refundable items.
- 12.3.2 Newly hired secretarial employees may be placed on the salary guide based on relevant experience at the Administration's discretion.
- 12.3.3 A paraprofessional who is assigned to substitute for a teacher shall receive additional pay of \$36.00 per hour, prorated for any lesser period. This would apply to short-term hourly assignments and not to long-term substitute coverage. When a paraprofessional is used in a long-term substitute capacity, they shall receive 1/200s of the base teacher salary (BA/Step 1).
- 12.4 Custodial/Maintenance
 - 12.4.1 Head Day/Night custodian at high school to get equal starting pay.

ARTICLE XIII

PERSONAL LEAVE

Employees shall receive personal leave with pay not to exceed six (6) days per year. No reason needs to be provided for use of such personal days.

- 13.1 In addition to the above, employees shall receive up to three (3) days per year for each death of family member. "Family" shall mean spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, grandparent, or other relative who lives within the household of the staff member. The leave of absence may precede, include, or follow the death of the family member.
- 13.2 Legal demand. Employees shall receive paid leave for mandatory jury service summons or subpoena for a legal proceeding not brought by or on behalf of the employee and which cannot be scheduled outside of regular work hours. 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 (2) 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.
- 13.3 Personal days shall not be granted immediately before or after a long weekend, holiday, or vacation unless the days are being used for religious observance.
- 13.4 Up to three (3) unused personal leave days shall accumulate as sick leave days at the end of the school year.

ARTICLE XIV

EMPLOYMENT NOTIFICATION PROCEDURES

(CUSTODIAL/MAINTENANCE)

14.1 Notification

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

14.1.1 A written offer of a contract for employment for the next succeeding contract year, or

14.1.2 A written notice that such employment shall not be offered

14.2 Termination Pay

A terminated employee shall receive two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

14.3 Resignation

14.3.1 An employee who is resigning from his/her position shall give the normal two (2) weeks' notice.

14.3.2 Earned vacation shall be paid to an employee with at least three (3) months continuous service in the district according to the proportion of full months worked to the total contract year if proper notification is given.

14.4 An individual contract can be terminated by either party upon two (2) weeks' notice.

14.5 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:

14.5.1 The unit members within the category(s) affected by such a reduction shall have seniority rights over the last hired within the category(s).

14.5.2 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.

14.5.3 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 count toward continuous service. Time lost due to cases of injury involving worker's compensation shall accrue toward continuous service.

14.5.4 If a question arises concerning two or more employees hired on the same date, the seniority preference shall be determined by the Superintendent.

14.5.5 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.

(SECRETARIES)

14.6 Vacancies – The President of the Association shall be provided with a copy of any notice inviting employment application for any secretarial vacancy within the district, and shall be provided with notice of the name, salary, and effective date when any such vacancy in the unit is filled. Such notices of vacancy shall also be posted in each building. Such notices shall state the location of the position and will indicate the closing date for receiving applications from within the school system. All candidates from within the bargaining unit meeting basic requirements for the vacant position will be eligible to apply for the position and will be given an opportunity for an interview. In filing such vacancies, consideration shall be given to qualified secretaries employed by the Board of Education.

14.7 Secretaries shall be notified at least two (2) weeks in advance of any change or elimination of his/her position.

14.8 Resignation

14.8.1 Secretaries who are resigning from their position shall give the normal two (2) weeks' notice.

14.8.2 Earned vacation shall be paid to a secretary with at least one (1) year of continuous service in the district according to the proportion of full months worked to the total contract year if proper notification is given.

(PARAPROFESSIONALS)

14.9 Vacancies – All paraprofessionals covered by this Agreement shall be notified of any paraprofessional vacancy within the district. 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 system. All candidates meeting basic requirements will be eligible to apply for the position-vacancy and will be given an opportunity for an interview. In filling such vacancies, consideration shall be given to qualified paraprofessionals employed by the Board of Education.

14.10 Resignation – paraprofessionals who are resigning from their position shall give the normal two (2) weeks' notice.

ARTICLE XV

PROMOTIONS AND VACANCIES

(CUSTODIAL/MAINTENANCE)

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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 Appendix E., 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 XVI

MISCELLANEOUS PROVISIONS

- 16.1 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.
- 16.2 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.
- 16.3 The Board will make a copy of this Agreement available to employees electronically within thirty (30) days after its execution by the parties. The Association and the Board will each receive a signed hard copy of the Agreement.
- 16.4 Whenever any notice is required to be given by either party of 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.
- 16.5 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 September 1, 1993 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.
- 16.6 Children of current and future employees 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.
- 16.7 Any employee, who in the course of assigned duties is required to travel from one location to another during the course of a school day, shall be reimbursed at the District approved rate per mile. This shall not apply to travel within the District to attend meetings.

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

HEALTH INSURANCE

17.1 Health Insurance. The Board shall arrange for group medical insurance coverage to be available to members of this bargaining unit in accordance with the following terms:

17.1.1 Coverage shall be available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.

17.1.2 The Horizon Direct Access 15 plan will be the base plan for all employees hired on or before May 1, 2017. For all employees hired on or after May 1, 2017, the Horizon Direct Access 20/30 plan will be the base plan. Employees who wish to take more expensive coverage will pay the full cost of the difference in premium, in addition to any other percentage contribution required by Tier 4 of c. 78, P.L. 2011.

17.1.3 All employees' contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursements, which shall be authorized by each employee at the time coverage is selected.

17.1.4 All employees hired before May 1, 2017 who voluntarily choose (or have previously chosen) to enroll in the Horizon Direct Access 20/30 plan will receive the following lump sum payment for each full school year in which they remain enrolled in the plan:

	<u>SINGLE</u>	<u>2 PARTY</u>	<u>FAMILY</u>
2019-20	\$350	\$500	\$800
2020-21	\$350	\$500	\$800
2021-22	\$350	\$500	\$800

Payment will be prorated if the employee does not remain in the 20/30 coverage for the entire school year. Payment will be made in June of each year.

17.1.5 All employees who voluntarily choose to enroll in the Horizon Omnia plan will receive the following lump sum payment for each full school year in which they remain in the plan:

	<u>SINGLE</u>	<u>2 PARTY</u>	<u>FAMILY</u>
2019-20	\$1,200	\$1,800	\$2,400
2020-21	\$1,200	\$1,800	\$2,400
2021-22	\$1,200	\$1,800	\$2,400

Payment will be prorated if the employee does not remain in the Omnia coverage for the entire school year. Payment will be made in June of each year.

17.1.6 The Board reserves the right to change health insurance carriers and leave Horizon Blue Cross Blue Shield. In that event, the new carrier's plan shall not be required to match the benefits in the Horizon Blue Cross Blue Shield plan, but must provide benefits equal to or better than the health coverage in effect during the 2011-2012 school year.

- 17.2 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.
- 17.2.1 Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.
 - 17.2.2 The co-pay for each prescription shall be \$15 Generic/\$30 Brand Name/1x Retail Mail Order.
 - 17.2.3 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.
 - 17.2.4 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.
- 17.3 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.
- 17.3.1 Coverages 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.
 - 17.3.2 Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at eighty-percent (80%).
 - 17.3.3 Orthodontia shall be covered as provided in the Managed Dental Care and Total Care plans providing for fifty-percent (50%) and one hundred-percent (100%) coverage, respectively.
 - 17.3.4 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 twenty (20) hours or more per week to be considered eligible for this dental insurance coverage.
- 17.4 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.
- 17.5 Premium Charges. The Board shall annually provide the Association with a written letter from its insurance broker, or in lieu of a broker, from its insurer(s), indicating the premium charges for each

plan and category quoted for the coming fiscal year, prior to the Board's adoption of or approval of the plan contract for the coming year.

17.6 For each year of this Agreement, employees shall contribute to their insurance coverage under this Article through a payroll deduction plan at the "Tier 4" level required by P.L. 2011, c. 78.

17.7 Waiver of Insurance Coverage

1. Employees shall have the option to waive either health or prescription coverage or both. Employees electing such waiver must provide proof of having comparable coverage elsewhere.
2. An employee waiving both health and prescription coverage shall receive a waiver payment in an amount equal to twenty-five percent (25%) of the monthly single coverage premium costs for the employee's base plan. Any employee receiving a waiver payment greater than twenty-five (25%) of single coverage at the time of execution of this Agreement shall continue to receive the higher waiver payment.
3. Payment shall be made monthly by (a) paying said amount into the employee's Section 125 flexible spending plan, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying the same to the employee. Employees will be responsible for any federal or state taxes due as a result of the payment option selected.
4. 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 and forego the waiver benefit, he/she may do so at any time permitted by the insurance carrier's enrollment policies.

ARTICLE XVIII

DURATION

- 18.1 This Agreement shall be effective on and as of **July 1, 2022** and shall remain in effect until **June 30, 2025**, superseding any and all previous agreements between the parties, except as otherwise provided for herein.
- 18.2 This Agreement shall not be extended orally and it is expressly understood and agreed that it shall expire on the date indicated.

**HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT
GRIEVANCE REPORT**

1. Distribution of form: a. Superintendent b. Principal c. HVESPA 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: _____

C. Disposition by Principal: _____ Date: _____

Signature: _____

D. Position of Grievant: _____ Date: _____

Signature: _____

Step II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____

C. Position of Grievant: _____ Date: _____

Signature: _____

Step III

A. Date Received by President of Board or Designee: _____

B. Disposition of Board: _____

Signature: _____

C. Position of Grievant: _____ Date: _____

Signature: _____

Step IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

STIPENDS

[CUSTODIAL/MAINTENANCE]

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. An employee holding valid certified playground safety inspector certification and who performs duties as assigned by the Board requiring such certification shall be paid an annual stipend of \$1,000, to be paid only if the certification is being used.
9. Custodians and Maintenance employees shall be provided with five (5) shirts and two (2) sweatshirts per school year. They will also be provided a seasonal jacket and rainwear as needed, and an annual \$125.00 allowance for steel or composite toe footwear approved by the Director of Facilities.

INFORMATION APPENDIX - BOARD SUBSTANCE ABUSE POLICIES

(CUSTODIAL/MAINTENANCE)

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 twenty-five-percent (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 results 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 (2) hours for alcohol and thirty-two (32) 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.

INFORMATION APPENDIX

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 E

SALARIES

A. Employees shall receive an annual salary which falls within the following applicable ranges:

CUSTODIAL/MAINTENANCE:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Custodian	\$38,397	\$55,000
Grounds/Maintenance Person	\$42,237	\$60,501
Maintenance Worker	\$42,237	\$60,501
Head Day Custodian (K-8)	\$46,076	\$66,000
Head Night Custodian	\$46,076	\$66,000
Head Day Custodian (HS)	\$49,916	\$71,500
Trades Person	\$49,916	\$71,500
Skilled Craftsperson	\$53,756	\$77,001

PARAPROFESSIONALS:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Paraprofessional	\$21,500	\$40,000

The above range is based upon a seven (7)-hour workday; salaries will be prorated accordingly for paraprofessional employees working less than a seven (7)-hour workday.

SECRETARIES:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Secretary (12 month)	\$37,500	\$62,000
Secretary (10 month)	\$31,250	\$52,000

B. The following information is included for historical reference purposes only, to illustrate how salaries were calculated under prior Agreements and to illustrate the parameters which formed the starting point upon which the above ranges were constructed, but the following language shall not be operative in determining employees' salaries under this Agreement:

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/ Mechanic	1.3
Trades Person/HVAC Mechanic	1.3
Trades Person/Grounds	1.3
Skilled Craftsperson	1.4

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 1.25 (125%).

The employee's annual salary for the fiscal year immediately preceding the year under computation shall be divided by the maximum salary for the position, and the result expressed as a percentage of the maximum.

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:

Paraprofessionals:

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. The job title of Paraprofessional shall refer to each employee, and the numerical prefix shall refer to the number of regular hours worked daily. For the term of this Agreement, the numerical position factors are:

Job Title	Position Factors
7.0 Paraprofessional	1.00000
6.5 Paraprofessional	0.93000
6.0 Paraprofessional	0.86000
5.5 Paraprofessional	0.79000
5.0 Paraprofessional	0.71000
4.5 Paraprofessional	0.64000
4.0 Paraprofessional	0.57000
3.5 Paraprofessional	0.50000

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 1.61 (161%).

Secretaries:

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. The job title of Senior Secretary shall refer only to a secretary who heretofore has been eligible for and received education or longevity credits under the terms of previous collective bargaining agreements. The designations PT1 and PT2 shall refer to employees who work part time in ten month or half time positions. For the term of this Agreement, the numerical position factors are:

<u>Job Title</u>	<u>Position Factors</u>
Senior Secretary	1.13000
Secretary	1.00000
Secretary PT1	0.83000
Secretary PT2	0.48000
Senior Secretary PT1	0.93790
Senior Secretary PT2	0.54000

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 1.35 (135%).

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 **47 pages**, on the **19th day of September, 2022**.

FOR THE ASSOCIATION

FOR THE BOARD

DATED:

DATED: