



**BY AND BETWEEN THE**

**HOPEWELL VALLEY REGIONAL  
BOARD OF EDUCATION**

**AND THE**

**HOPEWELL VALLEY  
DIRECTORS AND SUPERVISORS ASSOCIATION**

**FOR**

**2008-2011**

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**THIS AGREEMENT**

entered into this **3rd day of December, 2008**

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 DIRECTORS AND SUPERVISORS 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", "Supervisors" or "Directors."

**ARTICLE I**  
**RECOGNITION**

A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Directors and Supervisors Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the following titles of the Board:

Director of Facilities  
Director of Transportation  
Assistant Director of Facilities  
Assistant Director of Transportation  
Supervisor of Maintenance  
Supervisor of Transportation  
Custodial Supervisor  
Assistant Supervisor of Transportation

B. The Association does not represent certified administrators or supervisors. The Association does not represent employees in titles not listed in the Article unless it provides written notice of such claim to the Board, and is declared to be such representative in accordance with law.

C. Unless otherwise indicated, the term "Directors and Supervisors," "Directors" "Supervisors," and "personnel" 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 a 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 conducting the legal activities of any employee organization.

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.
  - 1. The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting.
  - 2. Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter or substitute proposals.
- C. The Board has recognized 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 employees or group of employees of the Board 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 negotiation representatives 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, except by mutual agreement.
- F. Times for commencement of negotiations 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 in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

- H. One representative for each party shall be designated to serve as spokesperson-negotiator. These representatives shall be solely 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 upon the Board until 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:

1. Any matter for which a detailed method of review is prescribed by law;
2. 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;
3. Any policy or by-law of the Board or administrative decision;
4. Any matter which according to law is beyond the scope of the legal authority of the Board;
5. Any matter for which a grievance has been filed under a special purpose grievance procedure provided by Board policy.
6. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed;
7. A complaint by any non-certificated personnel occasioned by lack of appointment or lack of retention in any position for which tenure is either not possible or not required.

Further provided; that in order 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 have 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 his/her immediate supervisor in an attempt to resolve the matter informally.

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

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 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 by indicating this request in writing upon the grievance form provided. 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, 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, said 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, upon said appeal not later than sixty (60) calendar days following its receipt of the grievance. The Association may move the grievance to the arbitrator step 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 immediate supervisor and the president of the Association.

Step Four: Within five business days after receipt by the Association of a Step Three decision, either the Board or the Association may request that the grievance be submitted to binding arbitration by an Arbitrator selected from a permanent panel of Arbitrators named by prior agreement between the parties. The members of the panel initially shall be Mr. Robert M. Glasson, Mr. Frank A. Mason, and Mr. Jeffrey B. Tener. In the event a member of the panel resigned or becomes permanently unable to serve, the participants shall consult and agree in writing upon a replacement, so as to maintain a panel of three members.



An Arbitrator shall be selected from the panel by consecutive rotation alphabetically by last name, provided however that if the first selected Arbitrator shall be unable to commence the assignment for a period greater than twenty-one (21) calendar days after the date of the request for arbitration, the next available member of the panel may be selected by the requesting party. The parties may by agreement determine to submit a particular grievance to the entire panel. The costs of arbitration shall be borne equally by the parties, and the arbitration shall be conducted in the Board's administrative building unless otherwise agreed.

Any arbitration conducted pursuant to this provision shall be guided by pertinent rules of the Public Employment Relations Commission and standards and practices generally accepted in the public sector. It is the intent of the parties that the Arbitrator shall be limited to a determination of the issues submitted by each party and consider only evidence relevant and material to such determination. It is further the intent of the parties that the Arbitrator be limited to interpreting this Agreement, and shall not add, subtract or modify any of its terms, unless the parties by mutual agreement seek the Arbitrator's advice in such regard. Unless otherwise agreed before the close of the arbitration hearing, the Arbitrator's determination shall be communicated in writing simultaneously to the parties. Within fifteen (15) business days of receipt of the Arbitrator's advisory determination, each party shall notify the other whether and to what extent it is willing to accept the terms of the determination as a final resolution of the grievance."

## C. GENERAL PROVISIONS

### 1. Time Periods

- a. All time periods herein specified shall be strictly adhered to unless both parties mutually consent, in writing, to the 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 Step 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 the 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 Appendix A.)
- 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 more than 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 by reason of such participation.
- 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 file shall be not kept in the personnel file of any of the participants.

### 3. Representation

- a. Following the filing of a formal written grievance at Step One, an employee may be represented at all stages of the procedure by him/her self or representative of his/her choosing.
- b. The grievant shall have the right to legal counsel, or representation, at all stages of the grievance procedure as outlined above. Legal counsel for the Board of Education may likewise 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 itself.
- 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 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.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Directors and Supervisors in the performance of their employment;
2. To hire, direct, promote, transfer, assign and retain Directors and Supervisors 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 Directors and Supervisors 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 work;
5. To determine schedules, and the duties, responsibilities, and assignments of Directors and Supervisors with respect thereto;
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## **ARTICLE V**

### **EMPLOYEE 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 and the New Jersey Principals and Supervisors 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 Director and Supervisor in the Hopewell Valley Regional School District of any rights now enjoyed by Directors and Supervisors 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.
- C. Whenever any Director and Supervisor 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 Administrator and Supervisor 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.
- D. All personnel shall have forty-eight (48) hours to read over any written annual evaluation prior to a conference about the evaluation is held.
- E. No personnel of the unit shall be subject to discipline, disciplinary reprimands, or reductions in compensation for disciplinary reasons, except in accordance with this paragraph and for reasonable cause. All such actions shall be subject to review under the grievance procedures established by this contract. Arbitration for major discipline shall be binding; arbitration for minor discipline shall not be binding but advisory. Formal written reprimands shall be considered major discipline. Written admonitions accompanied by re-direction of an employees' job performance shall not be considered written reprimands, but may be reviewed as minor discipline if accompanied by a sanction. Minor discipline for this purpose consists of a suspension or of five (5) days or less or a lesser equivalent, or an aggregate of less than fifteen (15) or more days during a calendar year or fewer than three separate suspensions during a calendar year. The Board shall be permitted to use whatever disciplinary sanctions are permitted by law for minor discipline.

- F. No material derogatory to an employee's conduct, character, or personality shall be placed in his/her personnel file unless he/she has had the opportunity to review the material. Each such employee shall have the right to submit a written answer to such material within twenty days of being afforded the opportunity to review the material. The material and the employee's written answer, if any, shall be reviewed by the Superintendent, and the existence of the answer shall be noted on the file copy of the material.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS**

- A. The Association shall have the right before the opening of school or after the close of school on school days, to use school and office equipment as may be in each school upon reasonable notice to and approval by the building principal or his designee, 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.
  
- B. 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 business administrator, 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. 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.
  
- D. The Association may distribute to employees of the unit within each school building by use of the existing school mailbox facilities or electronic facilities, materials dealing with appropriate and legitimate business of the Association; provided, however, that all such materials shall be distributed before or after normal school hours. 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 that may result to any materials so distributed by the Association.

E. 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 bargaining unit, and to no other organization.

F. Dues Deduction and Representation Fees:

1. 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.
2. Upon receipt by the Board of an appropriate dues deduction authorization card, the Board will withhold and pay over to the Association the dues of the member of the bargaining unit providing such authorization.
3. If an employee in the bargaining unit does not become a member of the Association during any membership year, which is covered in whole or in part by this Agreement, said employee may be required by the Association to pay a representation fee to the Association for that membership year. In accordance with law, the purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
4. 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 85% of the regular dues will be determined by the Association in accordance with the law and any change(s), thereafter shall be brought to the attention of the Board by the Association.
5. Deduction and Transmission of Representation Fee – The Board will deduct the representation fee 30 days after the employee begins his/her employment, but only upon receiving written notice from the Association that the employee has not in fact become a member. Once during each membership year covered in whole or in part by this agreement, the Association may submit to the Board a list of those employees who have withdrawn as 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. Changes – The Association may notify the Board in writing of any changes in the amount of the dues and/or the representation fee, and such changes will be reflected in any deductions made in the pay period next succeeding the pay period during which, such notice is received by the Board.

## ARTICLE VII

### LONG TERM LEAVE

Leave of absence without pay may be authorized to Directors and Supervisors upon recommendation of the Superintendent of Schools and approval of the Board of Education. If granted, such leave will be without compensation and without benefits; except that the employee may continue health coverage at his/her sole expense as may be required or permitted under COBRA.

#### A. Length of Period

Leaves may be granted for 24 months or less. So that instructional and/or building programs are not disrupted, all leaves must be terminated on June 30, or a date determined by the Superintendent of Schools, that is least disruptive and agreed to by the employee as a condition of the leave grant. An employee on leave shall be obligated to notify the superintendent on or before April 1 whether the employee intends to return to full time service on the following July 1. If granted, such leave will be without compensation and without benefits, except that the employee may continue health insurance coverage at his/her sole expense as may be required or permitted under COBRA.

#### B. Medical Examination

If an application for a leave of absence is favorably considered by the Superintendent of Schools, the Board of Education may require a medical examination upon the return of the applicant. If the employee chooses to go to a physician of his/her choice, approved by the Board, rather than the school physician, the employee will pay all expenses. This examination is for the purpose of determining either the extent of illness, injury, or the necessity of recuperation, or for the purpose of determining whether he/she is medically fit to return to service, and to carry on such prescribed work as may be assigned by the administration.

#### C. Number of Employees on Leave

The Board of Education reserves the right to determine the number of employees who may be granted a leave-of-absence in any one year.

#### D. Longevity

The period of a leave-of-absence without pay shall not be counted as a period of service for the purpose of determining placement on any salary guide.

E. All members of the unit shall have the option to join Washington National Income Continuous Insurance, or other Board approved carrier.



## ARTICLE VIII

### WORK YEAR

- A. Vacations - Directors and Supervisors shall be entitled to vacation at a time approved by the immediate supervisor and the Superintendent. Directors and Supervisors shall be eligible for vacation as follows: during the first year of employment, 20 days vacation which shall be credited as earned, pro rata; during subsequent years of employment, twenty-five days vacation, credited as earned.

Directors or Supervisors, with the approval of the Business Administrator or Superintendent, may use his/her earned vacation when school is in session. No more than five (5) days may be taken consecutively when school is in session. However, if additional consecutive days are requested to be added to the first five consecutive days, such request may be approved by the Superintendent or Business Administrator provided that such usage shall not interfere with the operational necessities of the director's or supervisor's unit, or of the District as a whole.

Up to twenty-five (25) unused earned vacation days may be accumulated and accrued over for use in the subsequent year. Upon retirement or other separation from service, a member will be compensated for accumulated days at his/her current per diem rate of pay.

The Board of Education shall make this payment during the month following such retirement or other separation, unless the employee prior to such retirement or other separation files with the Board a written request that such payment be deferred until January of the following year, in which case such payments will be so made but not later than January 30.

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

Scheduled holidays are:

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

When a holiday falls on a weekend, employees who do not work on that holiday will be granted one additional vacation day.

- C. 1. The regular work day for the employees of this unit with a position factor of .5 and above shall consist of eight (8) hours per day, Monday through Friday, exclusive of lunch time.
2. The starting time, lunch period starting time, and duration of the lunch period shall be established upon hire and may be revised upon two weeks written notice to the employee.

3. When a non-exempt employee is called to return to work after leaving the premises upon completion of a regularly scheduled shift, the employee shall be paid for a minimum of two hours. A non-exempt employee called in to work prior to the start of a regularly scheduled shift may take time off at the end of the shift in lieu of other compensation with the approval of the immediate supervisor.

When school opening is delayed or school is dismissed early due to hazardous travel conditions, the times and duration of required attendance to work by the employees of this unit shall be determined by the Superintendent, based upon the operational needs of the district and considerations of safe travel.

4.
  - a. All work performed above 40 hours per week by employees of this unit who are non-exempt employees shall be compensated in accordance with appropriate labor laws relating to overtime compensation. The parties understand and declare that the titles of Director of Facilities, Assistant Director of Facilities, Director of Transportation, Assistant Director of Transportation, Supervisor of Transportation (as of July 1, 2009), and Custodial Supervisor listed in the recognition clause of this agreement are not covered by and are “exempt” from such laws.
  - b. All work above 40 hours weekly shall be approved by the School Business Administrator prior to the work actually being performed.
  - c. Any work performed on Sunday or on a scheduled holiday under this contract shall be compensated at a rate of double the employee’s regular hourly rate and may by mutual agreement be taken as additional vacation time in lieu of cash compensation.
  - d. The payment of overtime shall be governed by applicable federal and state law.
5. All Directors and Supervisors are scheduled for a 12 month work year from July 1 through June 30 except for paid holidays as noted in section B above.
6. A member who dies before his/her contract is completed shall have payment for cumulative earned unused vacation paid to his/her estate.

## **ARTICLE IX**

### **SICK LEAVE**

- A. All Directors and Supervisors are entitled to one sick day per month per year of work 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 Director of Human Resources in the case of sick leave claimed.
- B. The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.
- C. If a Director or Supervisor 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.
- D. When a Director or Supervisor is retired from active duty in accordance with the New Jersey State Pension and Annuities requirements after 10 years of continuous service in Hopewell Valley, the Board of Education will pay the employee for accumulated unused sick leave days. For all such employees retiring during the term of this contract, the rate of compensation will be \$75.00 per day to a maximum of \$6,975.00. Any monies granted by the Board of Education under Paragraph C. above, will be deducted from the payment for unused sick leave days.
- E. A member with ten or more years of services in Hopewell Valley who dies before his/her contract is completed shall have payment for unused sick leave in accordance with the formula of section D. paid to his/her estate.

## ARTICLE X

### 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;

- A. Serious illness in immediate family. Immediate family shall mean spouse/civil union partner, child, mother, father, or a relative who lives within the household of the staff member.
- B. Absence due to death in non-immediate family. Non-immediate family shall mean grandparent, 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.
- C. Death in the immediate family. Immediate family shall mean spouse/civil union partner, 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.
- D. 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 their service as a witness or juror, 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.
- E. Personal Reasons
  - 1. **Non-Cumulative**
    - a. Marriage of employee (3 days)
    - b. Graduation - the day of graduation of the employee, spouse/civil union partner, or their children (1 day per year)
    - c. Examination for a degree
    - d. Marriage in immediate family (1 day)
    - e. Educational Leave - a Director/Supervisor may be granted up to two days non-cumulative leave of absence with pay as may be required to attend summer school classes and/or travel to the places where such classes are to be held, upon recommendation of the Superintendent and approval of the Board.

2. **Cumulative.** Request by a Director/Supervisor, for time without reason, should be submitted through the Superintendent three school days prior to the date requested. Three personal days may be applied for and granted without a reason, but the number would be limited to 5% of the eligible staff on any given day. These days without a reason shall not be granted immediately before or immediately after a long weekend, holiday or vacation. If unused, these days shall accumulate as sick leave at the end of the school year.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT & EXPENSE REIMBURSEMENT

- A. Professional Development Plan.** On or before September 1 of each school year, each member of the unit shall submit to the Superintendent a proposed program of professional development for that school year, and as may be pertinent, for subsequent school years. The plan shall identify the professional development activities the member wishes to participate in, the extent to which the proposed activities satisfy regulatory mandates for continuing licensure or certification and any evaluative requirements, the manner in which the proposed activities serve the interests of the district's programs, an explanation of the member's time commitment to the activities, and approximate dates and times of attendance if known. The plan may include any elements reasonably related to professional development including attendance at courses of instruction approved for graduate or undergraduate credit at institutions of high learning, other courses approved for professional development credit by competent regulatory authority, memberships in professional or erudite societies, publications, and reasonably related travel. The plan shall specify the anticipated expenses associated with each element and activity.
- B. Expenses For Professional Development.** In accepting any plan, the Superintendent shall specify which expenditures shall be paid from district funds, either directly to third parties or by way of reimbursement of the member. The Superintendent shall be authorized by the Board to approve reasonable expenditures in amounts not to exceed in total \$1800.00 for any member during each year of this contract. In extraordinary constraints, or where a demonstrably greater benefit will result in doing so, the Superintendent with the advice of the Business Administrator may authorize a greater expenditure for one contract year, provided that there shall be an equal reduction in the maximum reimbursable expense for such member during another year or years of this contract. Such authorization may be withheld where the request was not made in sufficient time for necessary district budget adjustments to be made. The following limitations shall also apply:

All expenses reimbursed shall be supported by signed vouchers with accompanying receipts, in accordance with existing business practice.

Tuition reimbursement for courses at institutions of higher education are subject to approval of the course in advance by the Superintendent, the attainment of a grade of "B" or higher for all credit courses, and shall not exceed the per credit cost at a state university for graduate level courses.

Reimbursement for dues or fees to professional Associations shall not be made for the portion of such dues or fees that are utilized to support representational, collective bargaining or dispute resolution activities of such Associations.

**C. Other Business Expenses.** The district will reimburse members of the unit for expenses incurred for authorized travel on school business and for fees or other expenses incurred in representing the district at authorized workshops, conferences or other business meetings. Mileage for personal auto use will be reimbursed at the prevailing IRS approved rate. Other travel expenses will be reimbursed in accordance with standard district policies.

## ARTICLE XII

### 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 following categories: individual, husband and wife, civil union partner, parent and child and family.
  2. **Scope of coverage** shall be that provided in the existing BC/BS Blue Choice and Direct Access Plans, and in the existing Aetna HMO Plans.
  3. A **Waiver of Health Benefits Program** shall be available to members of this bargaining unit. There is no retroactivity to this program. The terms of the waiver of benefits provision are as follows:
    - a. **Waiver Benefit during Fiscal Years 2008-2011.** Employees in the unit upon presenting proof of other like insurance, shall have the option to waive district coverage under the health plan. For each month that the waiver is in effect, the district shall pay the amount of \$150 for a health benefit plan waiver by (a) paying said amount into the employee's §125 flexible spending plan, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying same to the employee. Employees will be responsible for any income taxes due under options (b) or (c). 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 waiver option plan is in effect for the bargaining unit of which the employee is a member.
  4. **Section 125 medical spending account.** All employee contributions to premium shall be paid by payroll deduction through a Section 125 medical spending account, which shall be authorized by each employee at the time coverage is selected.
  5. **Premium Contributions by Employees.** Premium contributions for employees of this unit shall be calculated under the formula set forth in this contract which shall be applicable to any plan the employee may choose to enroll in.
    - a. **Fiscal Years 2008-2011:** The employee shall pay 10% of the cost of an individual plan, plus 16% of the difference in cost between individual coverage and any broader coverage the employee may choose (husband and wife, civil union partner, parent and child or family coverage). Plan rates renew as of July 1 each year. Within ten days of receipt by the district of the renewal rates, the amount of the increased premium for the health plans purchased for employees in the unit will be calculated.



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 and wife, parent and child and family.
2. **Scope of coverage** shall be that provided in the existing BC/BS Prescription Plan with copays of \$10 brand name/\$5 generic/ 0 mail order. Any change in scope during the term of this Agreement must be mutually agreed upon between the Board and the Association as provided in subsection 5. below.
3. A **Waiver of Prescription Benefits Program** shall be available to members of this bargaining unit beginning on the first day of the second month after this collective bargaining agreement is ratified. There is no retroactivity to this program. The terms of the waiver of benefits provision are as follows:
  - a. **Waiver Benefit during Fiscal Years 2008-2011:** Employees in the unit upon presenting proof of other like insurance, shall have the option to waive district coverage under the prescription plan. For each month that the waiver is in effect, the district shall pay the amount of \$45 for a prescription benefit plan waiver by (a) paying said amount into the employee's §125 flexible spending plan, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying same to the employee. Employees will be responsible for any income taxes due under options (b) or (c). 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 waiver option plan is in effect for the bargaining unit of which the employee is a member.
4. **Section 125 Medical Spending Account.** All employee contributions to premium shall be paid by payroll deduction through a Section 125 medical spending account, which shall be authorized by each employee at the time coverage is selected.
5. **Premium Contributions by Employees.** Premium contributions for employees of this unit shall be calculated under the formula set forth in this contract which shall be applicable to any plan the employee may choose to enroll in.
  - a. **Fiscal Years 2008-2011:** The employee shall pay 10% of the cost of an individual plan, plus 16% of the difference in cost between individual coverage and any broader coverage the employee may choose (husband and wife/civil union partner, parent and child or family coverage). Plan rates renew as of July 1 each year. Within ten days of receipt by the district of the renewal rates, the amount of the increased premium for the prescription plans purchased for employees in the unit will be calculated.

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** shall be made available and premiums quoted on a single category basis.
2. **Scope of coverage** shall be that provided in the existing BC/BS Direct Dental Plan  
Any change in scope during the term of this Agreement must be mutually agreed upon between the Board and the Association as provided in subsection 5. below.
3. **No Waiver of Dental Benefits Program** shall be available for this plan.
4. **Section 125 medical spending account.** All employee contributions to premium shall be paid by payroll deduction through a Section 125 medical spending account, which shall be authorized by each employee at the time coverage is selected.
5. **Premium Contributions by Employees.** Premium contributions for employees of this unit shall be calculated under the formula set forth in this contract which shall be applicable to any plan the employee may choose to enroll in.

**Fiscal Years 2008 – 2011:** The employee shall pay 10% of the cost of the plan premium. Plan rates renew as of July 1 each year. Within ten days of receipt by the district of the renewal rates, the amount of the increased premium for the dental plans purchased for employees in the unit will be calculated.

D. **Retired Employees:** Any employee of the unit 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 XIII**

### **MISCELLANEOUS PROVISIONS**

Children enrolled during or prior to the 2000-2001 school year, of presently incumbent employees of this unit may be allowed to attend school within the Hopewell Valley Regional School District according to the same terms and conditions set forth in the previous collective bargaining agreement. Children of presently incumbent or future employees, not covered by the previous sentence, may be accepted in the 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.

**ARTICLE XIV**  
**SALARY POLICY**

- A. Unit members will have the option of having direct deposit of their checks to the bank of their choice.
- B. Salary checks will be issued on the fifteenth and the last day of the month unless the fifteenth or last day falls on a Saturday or Sunday or legal holiday when school is closed, in which case the checks will be issued on the preceding school day.
- C. 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 position title held by the employee shall be computed by multiplying the numerical position factor assigned to the position times the base salary figure for the year being computed. For the term of this Agreement, the numerical position factors are:

<u>Position</u>	<u>Factor</u>
Director of Facilities	1.000
Director of Transportation	.850
Assistant Director of Facilities	.775
Assistant Director of Transportation	.700
Supervisor of Maintenance	.700
Custodial Supervisor	.700
Supervisor of Transportation	.600
Assistant Supervisor of Transportation	.550

For the term of this Agreement, the basic salary figures for each fiscal year are:

Base Salary Figure

2008-2011    \$ 91,010.

- 2. The maximum salary of the position 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%).
- 3. 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.
- 4. The resulting numerical percentage of maximum shall determine the percentage amount of the employee's increase in accordance with the following guide:

Increase Guide

<u>% of Maximum</u>	<u>Increase %</u>
0% - 79.99%	4.25%
80.00-84.99%	4.20%
85.00-89.99%	4.10%
90.00-94.99%	3.90%
95.00-99.99%	3.85%
100.00%	0.00%

In the event an employee's percentage of maximum is between 95.0% and 99.99%, the employee shall receive the full percentage increase notwithstanding that the salary thus computed may exceed the maximum for the year in question.

- D. The Board shall maintain 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 XV

### EMPLOYMENT NOTIFICATION AND SENIORITY

- A. Vacancies.** All vacancies occurring within the unit shall be posted prominently along with the location and level of the position and the closing date for receipt of applications for same. All members of the unit meeting the basic requirements for the position will be eligible to apply and will be interviewed if such interview is part of the selection process.
- B. Resignation.** An employee voluntarily resigning from employment shall provide four weeks advance notice of same if the position is factored at .50 or above, and two weeks notice if the position is less than .50. Individual contracts will be subject to this provision.
- C. Reduction In Force.**
- 1. Notice.** If the Board intends to eliminate a position, it will provide the incumbent member and the Association with two weeks advance notice of such action.
  - 2. Seniority Rights.** Any employee whose position is terminated as a result of a reduction in force shall be eligible for continued employment in the same title based upon seniority. Seniority shall mean the employee's total length of service in the eliminated job title, excluding periods of leave in excess of three months (unless the leave is covered under workman's compensation), suspension from employment or other hiatus due to voluntary resignation.
  - 3. Layoff Procedure.** An employee whose position is eliminated may claim another position in the same job title held by an employee with lesser seniority. An employee who loses his position as a result of a senior claim to it may in turn claim another position in the same job title held by another employee with lesser seniority. If as a result of this process, an employee has no position to claim and employment is terminated, he/she shall be placed upon a recall priority list for a period of two years from the date of termination.
  - 4. Recall Procedure.** During this recall period, whenever a vacancy shall occur in the job title, the board shall provide written notice of same to the former employee at the last address provided by the employee, and the former employee shall have two weeks to notify the board of his/her intention to reapply for the new vacancy. A recalled employee shall be required to establish his/her then current qualifications for the position as may be required by law, and must be available to start work within three weeks of receiving the offer of reemployment, in default of which, the former employee shall lose any right to the position and shall be removed from the recall list. Upon rehire, a member of the unit shall have their prior service credits restored.

## **ARTICLE XVI**

### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2008 and any compensation or benefits due hereunder shall be paid retroactively to July 1, 2008 notwithstanding that this Agreement may be executed thereafter. Any such retroactive payment shall be made within thirty days of the ratification and execution of this agreement.

This Agreement shall continue in effect until June 30, 2011. It is expressly understood and agreed that it shall expire on such date and shall not be extended orally.

**ARTICLE XVII**

**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 33 pages plus Appendices, on and as of December 3, 2008.

HOPEWELL VALLEY REGIONAL  
BOARD OF EDUCATION

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Mel Myers, President

ATTEST:

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Robert Colavita, Board Secretary

HOPEWELL VALLEY REGIONAL  
DIRECTORS AND SUPERVISORS  
ASSOCIATION

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Eric Muentener, President

ATTEST:

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Gwyn Johnson, Secretary



**APPENDIX A**

**HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT  
GRIEVANCE REPORT**

1. Distribution of form: a. Superintendent b. HVDSA President c. 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 \_\_\_\_\_