

The Hopatcong
Board of Education
Sussex County, New Jersey
and
Hopatcong Office Personnel
Association



Employment Contract
2004 - 2007

ARTICLE I

RECOGNITION UNIT

The Board hereby recognizes the Hopatcong Office Personnel Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time, full time hourly, 10 month full-time and 10 month hourly personnel whether under contract, on leave, or a per diem basis, employed by the Board.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. Deadline Date

The parties agree to enter into collective negotiation over a Successor Agreement in good-faith effort to reach agreement on all matters concerning salaries, hours and other conditions. Such negotiations shall begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement negotiated shall be reduced to writing, be signed by the board and the Association, and be adopted by the Board and the Association.

C. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance is a claim based upon the interpretation, application or violation of express contract terms, statutes and rules affecting terms and conditions, and policies and administrative decisions.
- B. Failure of the aggrieved person to meet the time limits at any step, for any reason, shall result in termination of the grievance.
- C. If a grievance is based on a change in terms of employment during the school year, then the management action that gave rise to the grievance shall remain in force and effect until the grievance is resolved.
- D. Disposition of grievances at all levels shall be in writing and state with particularity, the basis of the decision to resolve the grievance or the reasons for proceeding to the next level. Copies of correspondence at all levels shall be mailed to the superintendent.

E. Level One

1. **Informal:** An employee with a grievance shall first discuss it with her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances shall be discussed with the employee's immediate supervisor within 30 work days from the time the aggrieved party became aware of the problem.
2. **Formal:** If the aggrieved person is not satisfied with the disposition of her grievance at Level 1, she shall file the grievance in writing with the Principal or Supervisor within five school days after informal discussion of the grievance. The Principal or Supervisor may render his/her written decision within five school days after receipt of the employee's grievance. Copies of the written decision shall be forwarded to the aggrieved employee, Association, and the Superintendent of Schools.

F. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no written decision has been rendered within five (5) school days after the written presentation of the grievance, she may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools, who shall render a written decision within five (5) school days after receipt of the grievance.

G. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, she may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to the Board. The Association may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

H. Level Four - Arbitration

1. If the aggrieved person is not satisfied with the disposition of his grievance at level three or if no decision has been rendered per E above, the Association may within ten (10) days submit the grievance to The American Arbitration Association and shall notify the Board in writing of said request for arbitration.
2. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which would require the commission of an act prohibited by law, which is in violation of the terms of this agreement, or which would significantly interfere with the exercises of inherent management prerogatives pertaining to the determination of governmental policy. The decision of the arbitrator shall be submitted to the Board and the Association. The arbitrator's decision shall be non-binding on both parties.
3. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

- B. Whenever any employee is required to appear before the Superintendent, board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview. Any suspension of any employee pending charges shall be with pay.

ARTICLE V

DAILY WORK HOURS

- A. The work day from September 1st through June 30th shall consist of 8 hours including a 35 minute uninterrupted lunch period.
- B. Summer Hours: The work day from July 1st through August 31st shall be 6-1/2 hours, including a 35 minute uninterrupted lunch period
- C. Any work performance beyond an individual's scheduled work day, approved by the building principal or office supervisor, shall be compensated at 1.5 times the employees regular rate of pay.
- D. Any work on weekends or holidays, following the same approval as above, shall be compensated at 2 times the employees regular rate of pay.

ARTICLE VI

EMPLOYMENT PROCEDURES

- A. Resignation

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

- B. Termination

Any employee terminated shall be given at least two (2) weeks notice of said termination.

C. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on her proper step of the salary schedule as of the beginning of the 1998-99 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. The board may grant up to the third step for the following year. The Board may grant up to the third step of the salary guide for outside experience.

D. Unused Vacation Days

Any accrued unused vacation days shall be granted to any employee upon their leaving the district. The employee may elect to be paid their daily rate of pay for each vacation day not used prior to separation from the district.

E. Transporting Students

1. Office personnel staff shall not be required to drive students.
2. Office personnel staff shall not be required to use their automobiles in the performance of school duties.

ARTICLE VII

WORK SCHEDULE

A. Vacation Schedule

1. Vacations shall be determined as of July 1, of each year and shall be scheduled to coordinate with assignment work schedules and subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
2. Full time employees shall be eligible for vacations on the following basis:
 - a. Completion of six months of continuous employment as of July 1st, but less than one year, one week vacation with full pay.
 - b. One year to five years of continuous employment as of July 1st, two weeks vacation with full pay.
 - c. After the fifth (5th) year and through the tenth (10th) year of continuous employment, three weeks vacation with full pay.

- d. Beginning with the eleventh (11th) year of employment, additional vacation time will accrue at the rate of one (1) day per year or a total of twenty-five (25) days upon the completion of twenty (20) years of service.
3. Any unused vacation days (up to five (5) days) shall be allowed to be carried over to be used in the following year if the vacation time was applied for and denied by the administration.

B. Holiday Schedule

1. All Holidays are scheduled on the premise that the buildings will be closed. If the buildings are open on any of the listed holidays, equitable arrangements, mutually agreed upon, shall be made by the Superintendent and the Association.
2. Scheduled holidays are:

Independence Day	New Years Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Washington's Birthday
December 24	Veteran's Day
Christmas Day	Columbus Day
December 31	

ARTICLE VIII

INSURANCE PROTECTION

A. Health Care Coverage

As of the beginning of the 1991/92 school year, the Board shall provide 100% of the cost of health insurance and dental insurance for each employee. The Board shall also pay the full premium cost for family plan coverage for all HOPA employees hired prior to July 1, 1991. Any HOPA member hired after July 1, 1991 will be required to pay 25% of the annual health insurance plan cost for family coverage. The Board will pay the balances of the 75% family health and dental insurance costs.

1. The Board of Education will annually select the insurance carrier provided that the coverage is equal to or better than the current plan.
2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st

and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

3. Any HOPA employee who is provided full family insurance coverage and maintains a family policy with their spouse outside of the school district may forego all Board paid health benefits and in lieu of these benefits, these individuals shall receive a cash reimbursement of \$2,000 each year payable on July 15th. In cases where their spouse's coverage is terminated, these individuals shall be entitled to full and immediate reinstatement to the District health insurance program without penalty. Employees shall not be permitted to arbitrarily move into and out of the health insurance program.

B. Description to Employees

A description of the health care insurance coverage shall be furnished to the employees in accordance with present policy by October 1 of each year.

C. Dental Insurance

The Board agrees to provide the same per capita contribution for dental insurance beginning with the 1981-82 school year as will be provided for all other district employees. Any additional expense beyond the per capita contribution by the Board of Education will be the responsibility of the individual employee.

ARTICLE IX

SICK LEAVE

A. Accumulative

As of September 1, 1976, all employees employed shall be entitled to twelve (12) sick leave days each school year as of the first day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Nonaccumulative

Nonaccumulative additional sick leave benefits shall be allowed to employees according to the following:

The Board of Education may, in the event of an employee's extended illness, pay the employee's salary less a substitute employee's wages for an additional thirty working days in any one year after accumulated days have been used. Request for a Health or Hardship leave will be considered on an individual basis by the Superintendent and/or the Board of Education.

C. Sick Day Reimbursement at Retirement

Employees must have fifteen (15) years of district service and must be officially retiring from the Public Employees Retirement System (PERS). Accrued sick time will be reimbursed at the following rates:

Any employee with up to 150 sick days will be paid at a rate of \$23.50 for days 1 through 150 inclusive. The maximum number of days eligible for this rate is a total of 150 days.

Employees who have already accrued over 150 days prior to the 2004-2007 contract, will receive \$23.50 for all days accrued through June 30, 2004 at retirement.

ARTICLE X

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any reduction in rank or job classification, regardless of compensation, shall be subjected to the grievance procedure (Article III)

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

- 1. Hopatcong Office Personnel will be notified of any vacancies or new positions within the district for secretarial, clerical, bookkeeping or data systems personnel. Such positions may be awarded to any applicants based on general knowledge and ability. General knowledge and ability being equal, seniority shall be the deciding factor.

2. Equal Educational Opportunity

The Hopatcong Board of Education affirms its responsibility to ensure all students in the public schools of Hopatcong Borough equal educational opportunity and all employees equal employment opportunity regardless of race, color, creed, religion, sex, ancestry, national origin and social or economic status. To fulfill this responsibility, the Board shall establish a program to review, and modify as may be necessary, its present school and classroom programs and employment/contract practices.

ARTICLE XII

PROMOTIONS

All qualified employees who desire to apply for a promotional position shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified employees already employed by the Board and when all other factors are substantially equal, length of time in the Hopatcong School District shall be the deciding factor. The decision of the immediate Supervisor shall be final and binding.

ARTICLE XIII

ACCREDITED EVENING HIGH SCHOOL, SUMMER SCHOOL AND FEDERAL PROGRAMS

A. Posting

All openings for positions in community education program, summer school, federal projects, and other programs shall be publicized by the Director of Continuing Education

B. Criteria

In filling such positions, consideration shall be given to an employee's area of competence, attendance record, and length of service in the Hopatcong School District. Employees employed in the Hopatcong School District shall have priority to such assignments before appointment to applicants from outside the district. The decision of the Director of Continuing Education shall be final and binding.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

If possible, no vacancy shall be filled by means of involuntary transfer or reassignments if there is a qualified volunteer available to fill said position. Final and binding decision shall be made by the Superintendent and/or the Board Secretary.

B. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, except in cases of emergency.

C. Criteria

When an involuntary transfer or reassignment is necessary, and employee's area of competence, length of service in the Hopatcong School District, length of service in a particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned. Such transfers shall be made for the best interests of the school district.

ARTICLE XV

EMPLOYEE FACILITIES AND EQUIPMENT

The Board of Education and the immediate Supervisor will be responsible to provide all employees with the appropriate equipment and supplies necessary to insure a high quality of work.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural Birth

The board shall grant maternity leave without pay to any employee upon the request subject to the following stipulations and limitations:

- a. Maternity leave shall commence on the date requested by the employee.
- b. Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- c. Any employee granted maternity leave shall at her request be restored to the exact same position vacated at the commencement of said leave.
- d. No employee shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return. An employee must provide two weeks notice prior to returning to employment.

- e. The Board may remove any employee from her duties during pregnancy unless the employee produces a certificate from her physician that she is medically able to continue to work.

2. Adoption

Any employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Hopatcong School District in the area of certification or competence.

B. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

C. Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this article, an employee receiving such leave after January 1st shall be considered as if they were actively employed by the Board during the leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent. Employees beginning leave between July 1st and December 31st shall not receive increment credit for the time spent on leave.

2. Benefits

All benefits to which an employee was entitled at the time their leave commenced, including unused accumulated sick leave shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available or, if not, to an equivalent position.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing and may be granted by the Board

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the 1981 - 82 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Personal

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave.

2. Death

Up to four (4) days at any one time in the event of death or serious illness of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, and any other member of the immediate household. In the event of the death of an employee or students in the Hopatcong School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

ARTICLE XVIII

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE XIX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, employees individually and voluntarily authorize the Board to deduct. Current records of any corrections shall be inspected by such person as may from time to time be designated by the Hopatcong Office Personnel Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Board Policy

The Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

C. Course Reimbursement

To encourage and promote the growth and training of personnel, the Board of Education will reimburse staff members for 100% of the actual tuition expenses for courses costing \$65 per credit or less. Tuition costs in excess of \$65 per credit will be limited to a maximum reimbursement of \$65 per credit. Registration fee will be reimbursed 100%.

Courses must be approved by the Superintendent in accordance with the following criteria:

1. Each course must be within the scope of the staff member's work area and deemed by the Superintendent to be valuable in improving the performance of the staff member.

2. No reimbursement will be given for courses unless such courses are approved by the Superintendent.
3. All requests by employees for approval of courses must be channeled through the building principal to the Superintendent as follows:
 - a. requests for fall semester courses, not later than October 13th.
 - b. requests for spring semester courses, not later than February 18th.
 - c. requests for summer semester courses, not later than July 18th.
4. Requests for reimbursement received after the above mentioned dates will not be considered.
5. Reimbursement for approved courses will be paid to staff members as follows:
 - a. approved fall semester courses, paid February 18th
 - b. approved spring semester courses, paid July 18th
 - c. approved summer semester courses, paid October 18th

A statement of final passing grade attained (no grade lower than a "C" or its equivalent will be acceptable) and a receipt for tuition and registration fee payment must be submitted along with the business office voucher requesting reimbursement. Vouchers and receipts must be forwarded to the business office at least seven days prior to the payment dates listed above.

6. Since the reimbursement for staff improvement is provided for the benefit of the schools of Hopatcong Borough, no reimbursement will be made for courses taken by staff members who do not receive contracts for the following year or by staff members who for any reason indicate that they are leaving the system.

D. Continuous Service Longevity

Office personnel are to be given a longevity increase of \$450 beginning the 5th year of consecutive service to the school district. Longevity payments will increase to \$575 beginning the 9th year and \$1000 beginning the 12th year of consecutive years of service to the school district. An employee beginning the 17th year of consecutive years of service to the school district will receive a longevity stipend in the amount of \$1,800. Beginning the 21st year of consecutive years of service to the school district employees will receive a longevity stipend in the amount of \$2,200.

- E. All secretaries must be skilled in transcription.

- F. Personnel shall be allotted three (3) snow days. These days can be used at the employee's discretion. For any additional snow closings, employees have the option of working or using 1/2 day of their leave time for each snow day called. If the entire district is closed, due to inclement weather, this day will not count as one of the allotted snow days. Personnel will be required to report by 10:00 a.m. on snow days. No employee shall be disciplined or reprimanded for choosing not to come in on a snow day.

SALARY GUIDE

- A. Principal's Secretary to receive \$600 differential.
- B. Lead Secretary, Child Study Team, to receive \$600 differential.
- C. Board may grant up to third step for outside experience.
- D. Steps do not denote years of service.
- E. Merit increases of 1-2% may be granted annually upon recommendation by the immediate supervisor, Superintendent and subject to Board ratification.
- F. Full-time clerical staff employed on a ten-month (200 days) basis will be placed upon the appropriate guide step and their salaries prorated at 80% of the annual salary entitlement.
- G. Part-time ten-month and twelve-month (200/240 days) clerical staff employees will be placed upon the appropriate guide step and paid the hourly rate of that step. (Guide C)
- H. The salary guide for 2004 through 2007 reflects a 3.85% increase. This contract is effective July 1, 2004, and will terminate June 30, 2007. Salary steps do not denote years of service.

SALARY GUIDE

Those employees holding the title of Secretary to the Principal and Secretary to the Director of Special Services shall receive a Career Ladder adjustment of \$1,800. The \$1,800 shall become part of the individual's full salary for pension purposes, but will not become part of the salary base. Staff members holding the title of Secretary to the Assistant Principal, Lead Curriculum Office Secretary and Lead High School Guidance Secretary shall receive a \$1,500 Career Ladder adjustment. The \$1,500 shall be included as a part of the total salary, but not added to the salary base. Should any employee who is receiving a Career Ladder adjustment move to a non-Career Ladder position, they will no longer receive the salary Career Ladder adjustment. All staff will remain on the same step of the salary guide in 2004-2007 as they are placed in 2003/2004. The progression will be to move one step on the guide in each of the next two years of the contract.

	2004/2005	2005/2006	2006/2007
1.	27,761.00	28,193.00	28,830.00
2.	28,193.00	28,830.00	29,278.00
3.	29,090.00	29,279.00	29,940.00
4.	29,569.00	30,210.00	30,406.00
5.	31,562.00	30,708.00	31,374.00
6.	33,174.00	32,777.00	31,890.00
7.	35,069.00	34,451.00	34,039.00
8.	36,963.00	36,419.00	35,777.00
9.	42,650.00	38,386.00	37,821.00
10		44,292.00	39,864.00
11			45,997.00

This guide applies to all HOPA employees working 10/12 months, 5 hours a day. Employees on this guide are hired on level 1 and move vertically 1 level each year until they reach level six. Upon reaching level 6, employees will remain there and move horizontally each year.

	2004/2005	2005/2006	2006/2007
1.	26,167.00	26,686.00	27,175.00
2.	26,686.00	27,175.00	27,713.00
3.	27,206.00	27,714.00	28,221.00
4.	27,767.00	28,253.00	28,781.00
5.	28,329.00	28,836.00	29,341.00
6.	28,891.00	29,420.00	29,947.00

This contract has been agreed upon and signed by the following representatives of the Hopatcong Board of Education and Hopatcong Office Personnel Association.

Dr. Wayne L. Threlkeld
Superintendent of Schools

Mrs. Diane J. Ottman
President, Hopatcong Office
Personnel Association

Date

Date

Mr. Frank Padula, President
Hopatcong Board of Education

Date