

**2004-2007
CONTRACT**

AN AGREEMENT BETWEEN

**THE HUNTERDON CENTRAL
REGIONAL HIGH SCHOOL
BOARD OF EDUCATION**

AND

**THE HUNTERDON CENTRAL
REGIONAL HIGH SCHOOL
EDUCATION ASSOCIATION**

Final Edition Reflects Changes: 10/15/04

STATEMENT OF PURPOSE AND INTENT

The Hunterdon Central Board of Education and the Hunterdon Central Education Association each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Association and the Board, to promote efficiency and service, and to set forth herein the basic agreements covering the conditions of employment.

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PREAMBLE

This Agreement entered into this 20th of September 2004, and retroactive to July 1, 2004, by and between the BOARD OF EDUCATION OF THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL DISTRICT, Flemington, New Jersey, hereinafter called the "Board" and the HUNTERDON CENTRAL HIGH SCHOOL EDUCATION ASSOCIATION, hereinafter called "the Association."

ARTICLE I **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regular full and part time secretaries not otherwise excluded, aides, printer, bus mechanics, technicians, custodial, maintenance and grounds personnel, safety officer/science aide, shipping and receiving clerk, mail clerk, and for all certified personnel whether under contract, on leave, employed by the Board, including: all teachers, guidance personnel, librarians, nurses, coordinators of the work study programs, athletic trainers, strength and conditioning trainer and all professional members of the staff who do not hold full administrative positions, and not noted above but excluding: Superintendent, Business Administrator, Assistant Superintendent, Principal, Assistant Business Administrator, Executive Secretaries, Operational Assistants, Directors, Vice-Principals, Supervisors, transportation personnel, substitute teachers, and summer employees. All reference to male support staff shall also include female support staff.
- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all certified professionals represented by the Association as noted above in Paragraph I.A., and references to male teachers shall include female teachers.
- C. Unless otherwise indicated, the term "employees" shall refer to all employees of the Board, professional and non-professional, as noted above in Paragraph I.A., except in the Custodial/Maintenance/grounds section of this Agreement, where the term "employees" shall refer to Custodial/Maintenance/Grounds employees only.

ARTICLE II **NEGOTIATION PROCEDURE**

- A. The Parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et. seq., as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of bargaining unit members' employment. Such negotiations shall begin not later than November of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed and be submitted to the Board and the Association for ratification.

- B. During negotiations, the Board and the Association shall present all relevant data, exchange points of view, and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D.
 - 1. Representatives of the Board and the Association's Negotiating Committee shall meet when necessary as determined by either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. Each party shall submit to the other, at least (3) three days prior to the meeting, an agenda covering matters they wish to discuss, unless another method is agreed to.
 - 3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned instructional responsibilities, unless otherwise agreed.
 - 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board and the Association.
- E. 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 applicable during the term of this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. 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.

ARTICLE III **SALARIES**

- A. The salaries of all employees covered in this Agreement for the school years 2004-2005, 2005-2006, and 2006-2007 are set forth in the Schedules which are attached hereto and made a part hereof.
1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments on the 15th and 30th.
 2. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments on the 15th and the 30th.
 3. Employees may individually elect to have a designated amount of their monthly salary deducted from their pay and deposited in the County Educator's Federal Credit Union. The Board's responsibility shall be limited to forwarding a single check after each pay period covering the total amount to be deposited. It shall be the responsibility of the financial institute and the individual employee to maintain individual accounts. The check to the Credit Union will be mailed not later than the business day following each pay day.
 4. When a pay day falls on or during a school holiday, a personal vacation day, or weekend, employees shall receive their paychecks on the last previous working day on which the banks are open, provided the checks are available from the computer.
 5. Longevity
 6. Employees, after completing twenty (20) or more years experience at Hunterdon Central Regional High School will receive a \$400 longevity stipend. Employees after completing twenty-five (25) or more years experience at Hunterdon Central Regional High School will receive an additional \$400 longevity stipend (a total of \$800 for both stipends). Longevity stipends will be paid effective September 1st, of each school year to those individuals who have completed twenty (20) years and twenty-five (25) years of service by this date and will become part of the individual's base salary for pension purposes.

ARTICLE IV **GRIEVANCE PROCEDURE**

- A. Purpose:
1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that every effort should be made to resolve disputes at the level from which they originate and that the participants act as objective problem solvers to reach outcomes efficiently and amicably. Proceedings will be kept as informal as mutually agreeable and confidential at every level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee or group of employees having a grievance to discuss the matters informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. Definitions:

1. A "grievance" is a claim based on any of the provisions of this Agreement and/or past common practice resulting from an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application thereof.
2. An "aggrieved person" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "school days" shall include days school is in session during the regular school term, September through June, and all non-national holiday weekdays, Monday through Friday, during June, July and August.
5. An aggrieved person shall have thirty (30) school days from the date of the occurrence or the first knowledge of said occurrence to initiate a grievance. Failure to initiate a grievance within said period of time is deemed a waiver of all steps on the grievance procedure.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. LEVEL ONE - IMMEDIATE SUPERVISOR

An employee or group of employees with a grievance shall first discuss it with:

- a. Immediate Supervisor - either directly or through the Association's Grievance Chairperson or representative, with the objective of resolving the matter informally.

- b. Director or the Person to Whom the Immediate Supervisor Reports
- if the employee/group of employees is unable to resolve the conflict with the immediate supervisor he/they shall have the right to meet with the next director with the continued objective of resolving the matter informally.

2. LEVEL TWO - CONFLICT RESOLUTION BOARD

If the aggrieved person or group of persons is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, for further consideration, s/he must file the grievance in writing with the Chairperson of the Association's Grievance Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. If the Grievance Committee determines that the grievance is meritorious, for further consideration, it must submit the grievance in writing to the Conflict Resolution Board. *

The Conflict Resolution Board shall consist of one (1) Board of Education member, selected by the President of the Board of Education, the Superintendent, or in his absence, the Principal; and two Association members, chosen by the President of the Association, having a philosophy consistent with the Statement of Purpose and Intent; and two members-at-large, one selected by the President of the Association and one by the President of the Board, with neither being a member of the selecting group. The Board shall have the authority to hear witnesses, assess relative information, and see pertinent documents.

The Conflict Resolution Board shall, having finished its deliberations, send its finding to the President of the Board of Education and the President of the Education Association. These findings shall include an assessment of the validity of the grievance at hand, recommendations for its resolution, if it is found to be a valid grievance, and recommendations for avoiding similar difficulties in the future.

If the Conflict Resolution Board cannot resolve the difficulty in fourteen (14) calendar days, it shall submit a written report to the Board of Education and the Association. Actions and/or decisions of the Conflict Resolution Board cannot modify this Agreement. The grievance shall then be referred to the Board of Education.

*If the grievance involves evaluation or discipline matters arising out of evaluations, bypass Level II and go directly to Level III.

3. LEVEL THREE - BOARD OF EDUCATION

If the aggrieved person or group of persons is not satisfied with the disposition of the grievance at Level Two, he must within five (5) school days after a written decision rendered by the Conflict Resolution Board, or fourteen (14) calendar days after the grievance was delivered to the

Conflict Resolution Board, whichever is sooner, request in writing that the Chairperson of the Grievance Committee submit his grievance to the Board. If the Grievance Committee determines that the grievance is meritorious for further consideration, it must submit the grievance for the Board within fifteen (15) school days after receipt of a request by the aggrieved person or group of persons.

4. LEVEL FOUR - ARBITRATION

- a. If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Three, or if no written decision has been rendered within three (3) school days following the next regular meeting of the Board after the grievance was delivered to the Board, for further consideration, he must within (5) five school days after a decision reduced to writing by the Board or within fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairperson of the Grievance Committee submit his grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious for further consideration, it must submit the grievance for arbitration within fifteen (15) school days after receipt of the request by the aggrieved person by requesting a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of Public Employment Relations Commission in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the Committee and hold hearings promptly and shall issue his decision as soon as possible. The arbitrator's decisions shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of this arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties except in cases dealing with the non-renewal of a non-tenured teacher in which the arbitrator's decision shall be advisory only.
- c. The costs for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses and 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 the same.

D. Rights of Employees to Representation:

1. Any party in interest may be represented at all stages of the grievance procedure by himself or at his option by a representative from the Grievance Committee of the Association. Professional counsel may be used for representation when it is so indicated on the written grievance or mutually agreed to by both parties.

2. No reprisals of any kind shall be taken by either party, Board and/or representatives or Association and/or representative, against any party in interest or other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. Following Level One, the Grievance Committee may process a grievance through all levels of the grievance procedure even though the aggrieved person or group of persons does not wish to do so.
2. Decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee and the Board's Human Resource Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C of Level Four C of this Article.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, available to the Superintendent, the Chairman of the Association's Grievance Committee, or a party in interest appointed by either of the above, and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of a grievance procedure.
5. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE V
UNION SECURITY CLAUSE

- A. Upon the request of the Association, the Board shall deduct a representative fee from the wages of each employee who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of the employment in the unit or ten (10) days after canceling their membership in the Association.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.

- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss whatsoever, arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (c) and (3) (L. 1979 C. 477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

ARTICLE VI **REPORTING ABSENCES**

Employees shall call SubFinder before 6:30 a.m. to report unavailability. In the event of an emergency or if an absence needs to be reported after 6:30 a.m., the immediate supervisor should be contacted to report the absence for the employee. It shall be the responsibility of the school to arrange for a substitute. Teachers/staff should report an absence to SubFinder the evening before the absence if possible.

ARTICLE VII **SICK LEAVE**

- A. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that date.
- B. Twelve (12) non-accumulative additional sick leave days shall be allowed to employees each school year as of the first official day of said school year, whether or not they report for duty on that date.
- C. All accumulated sick leave days shall be used before non-accumulated sick leave days.
- D. Any employee may contribute one personal day to a catastrophic illness bank. These personal days will then be considered used. When the bank falls below 60 days each participating employee will again contribute one day of their personal days. The participating employees will be allowed to use up to one-hundred twenty (120) days of the accrued days. A committee, drawn from the participating Association members, will establish guidelines and serve as the governing board to approve or deny individual requests. The Board secretary should serve as an ex-officio member of this committee.

ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year in addition to any sick leave to which the employee is entitled.

- A. Two (2) days leave of absence for personal legal business or family matters, which require absence during school hours are available each year. Application to the employee's immediate supervisor for personal leave shall be made at least five (5) days before taking such leave except in cases of emergencies; the applicant for this leave shall not be required to state the reason for taking the leave. It is understood that personal leave excludes vacations, household and other routine matters, which could otherwise be equally satisfactorily performed on days when school is not in session.
- B. Each employee may accumulate one unused personal day for use in the following year only. After May 1st of each school year no more than one personal day may be taken unless special permission is granted by the Superintendent for unique circumstances.
- C. The Board recognizes the value of school visitation and attendance at meetings or conferences of an educational nature, and encourages members of the faculty to participate in those visitations, meetings, and/or conferences, which can contribute to the program within the school. Five (5) days advance notice shall be given to the immediate supervisor. Administrative approval must be granted by the Superintendent/Principal.
- D. Adequate time to attend conferences and conventions of state and national professional organizations, application to the teacher's immediate supervisor for such leave shall be made at least five (5) days before taking such leave. Administrative approval must be granted by the Superintendent/Principal.
- E. Time necessary for appearances in any legal proceeding connected with the employee's employment, or with the school system if the employee is required by law to attend.
- F. Funeral Days: Up to five (5) days at any one time within ten (10) school days after the death of an employee's spouse, child, parent, brother, sister, any other member of the immediate household and mother-in-law and father-in-law. In all other cases, one (1) day shall be granted unless a longer leave, based on extenuating circumstances, is approved by the Superintendent.
- G. Days for which application may be made at the end of a school year and/or at the beginning of the school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held. To be effective said application must be approved by the Superintendent.
- H. One (1) day for the purpose of attending the marriage of a member of the immediate family.

- I. Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U.S. Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any which he receives from the State or Federal Government.
- J. No more than five (5) days leave, at any time within ten (10) school days before and five (5) school days after the wedding shall be used for the purpose of marriage.
- K. In the event of jury duty, the Board of Education will continue to pay the employee's salary. The employee shall sign over to the Board any jury duty reimbursement. An employee who is not selected for a panel and is dismissed by the court is to report to his/her immediate supervisor.
- L. The Board shall grant one (1) day leave of absence as a family illness day.
- M. Other leaves of absence with pay may be granted by the Board for any good reason, and extensions or renewals of leaves shall be granted if approved by the Superintendent.

ARTICLE IX **EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that employee(s) designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, or is a full-time participant in either such programs, or accepts a Fullbright Scholarship.
- C. An employee on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- D. Military leave without pay shall be granted to an employee who is inducted or enlists or is called into temporary active duty in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- E.
 - 1. The Board of Education shall provide leaves of absence for any employee of the district whose absence from duties is due to a physical or mental disability.
 - a. An employee who has actual or anticipated disability shall present to his supervisor a written statement from his physician (as soon as possible) showing the date or estimated dates of disability. Upon returning the employee shall then be required to submit a physician's statement that the employee is physically or mentally fit to perform his assigned duties. Notwithstanding this certification of fitness, if the performance of any employee has substantially

declined from that performance demonstrated by that same employee at the time immediately prior to the notification of fitness, or when said employee has been absent more than three (3) consecutive days, or a total of ten (10) days following the date of notification of actual or anticipated disability, the employee shall then be required to submit a physician's statement stating that he is physically fit to perform the duties assigned to him.

- b. If the district is not satisfied with the statement from the employee's physician, it may request a review and examination by the school physician or a physician selected by the district. In the event the employee refuses to see the physician appointed by the district or in the event the physician appointed by the district offers a contrary opinion to that of the employee's physician, both parties shall agree upon an impartial third physician whose medical opinion shall be binding on the issue of medical capacity to continue in the performance of duties.
- c. If as a result of such examination, the employee is found to be fit to perform the assigned duties, he may do so, or in the case of an anticipated disability due to pregnancy, have the option to request a leave of absence in accordance with paragraph 2 of this policy.
- d. If as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on a mandatory sick leave with such compensation which he is entitled under the sick leave policies of this Board, until proof of recovery satisfactory to the Board is furnished.

2. Maternity Leave

- a. A maternity leave is a disability leave that shall be granted by the Board of Education. If a staff member is pregnant, she should get a letter from her doctor indicating her expected date of delivery and when her doctor anticipates the start of her disability. She should submit this letter and a letter of notification to the Board informing the Board of her intentions to 1) resign, 2) take a child rearing leave, or 3) return to work.
- b. During this period of disability the staff member will be using her sick days and will be paid accordingly. If she has used all her sick days, she may then apply for coverage under the schedule of the state disability plan. At the end of her disability, she must get a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.
- c. A non-tenured teacher cannot request a maternity leave that shall exceed the duration of her contract of employment.

3. Child Rearing Leave

In the case of a birth or adoption of a minor child, any employee may request a leave, without pay or emoluments, for child rearing purposes. Such leave shall be granted subject to the following:

- a. Where a husband and wife may be employees of the school system, only under the most extraordinary circumstances shall both be permitted to request such a leave; and
 - b. Return from a child rearing leave shall occur at the beginning of a semester as defined by the school calendar; and
 - c. A nontenured teacher may be granted child rearing leave for the remainder of the year during which the birth or adoption occurs; and
 - d. A tenured teacher may be granted up to two years of child rearing leave from the time at which birth or adoption occurs; and
 - e. In the case of a female teacher, a child rearing leave may become effective immediately upon the termination of a disability leave due to pregnancy; and
 - f. Such a request must be in writing and submitted at least one month prior to the anticipated commencement of the leave indicating a preference for particular starting and returning dates of the leave of absence. The request and preferences for particular starting date is subject to Board approval.
4. Family Leave Act: The Board of Education will comply with any and all provisions of the FMLA of 1993 and its revisions.
 5. Upon return to employment, an employee shall not be advanced on the salary schedule unless he/she has worked at least ninety (90) school days during the last year of employment prior to the leave.
- F. Other leaves of absence without pay shall be granted by the Board or by the Superintendent with the approval of the Board for good reason of value to the employee and the district.
- G. 1. Upon return from leave granted pursuant to Section B, C, or D of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary scheduled at the level he would have achieved if he had not been absent, provided, however, that the time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure. However, credit on the salary schedule for leaves taken pursuant to Section D of this Article shall be limited to a maximum of four (4) years. Upon return from leaves granted pursuant to Section B, C, D of this Article, the salary increment received by the employee shall be determined by the value of leave to the position held by the employee.

2. All benefits to which an employee was entitled at the time his leave of absence commenced, including used accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to a position on the same basis as if he had been employed by the Board during the period of his absence.
- H. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within sixty (60) days prior to the expiration of such leave.

ARTICLE X **EMPLOYEE EVALUATION**

- A. All teachers shall be evaluated in accordance with the educational laws or regulations of the State of New Jersey.
- B. An approved format is to be used in evaluating all secretarial employees and mechanics. The form is to be filled out by the immediate supervisor and reviewed with the employee.

ARTICLE XI **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1, et. seq., as amended), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee of any rights conferred by Chapter 123, Public Laws 1984 or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under Agreement or otherwise respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee, administrator, or Board member such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. 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 representative thereof, shall be subject to the grievance/arbitration procedure herein set forth except when precluded by law.

- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Individuals associated with the Board of Education, administration and the Association will not discuss with the students or attempt to influence students' opinions in regard to any matter under discussion by the parties to the Agreement. This applies during school days and at school-sponsored activities.
- F. Any questions or criticisms of an employee, Board member or administrator shall be made in confidence and not in the presence of students, parents or any public gathering.
- G. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so notified and may have an Association representative present during such a meeting.
- H. Board members, employees and administrators shall be guided by the Code of Ethics of their respective organizations.

ARTICLE XII
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of an employee is within the appropriate concern or attention of the Board only when it interferes with the employee's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that employees will be entitled to full rights of citizenship, and no religious or political activities of any employee outside of school, or the lack thereof, will be grounds for a disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the United States.

ARTICLE XIII
ASSOCIATION PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, list of certificated personnel, agenda and minutes of all board meetings, student census data, names and addresses of all employees, and such information that shall assist the Association in developing intelligent, accurate and constructive programs on behalf of the employees and students, together with information that may be necessary for the Association to process any grievance or complaint.

- B. Representatives of recognized bargaining units, i.e., the Association, and New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings. A request to the Director of Operations shall be made in advance of the time and place of all such meetings. School building may not be used from 11:00 p.m. to 6:00 a.m.
- D. The Association shall have the privilege to use school facilities normally available to employees. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and will assume responsibility for its proper operations and maintenance.
- E. In each school building in which there is not a staff lounge or dining room, the Association shall have space to post notices on existing facilities.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes.
- G.
 - 1. The Board of Education agrees to grant up to five (5) days leave to the President of the Association for duties in connection with his office. The Association President shall be relieved of homeroom assignment.
 - 2. The Association President will be assigned a minimum of one (1) duty-free block per day scheduled to his convenience to the extent possible.
- H. Office space will be provided for the Association President, and a telephone may be installed and maintained at the Association's expense.

ARTICLE XIV **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. In the absence of a certified person, an employee may use reasonable force as necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. The Board shall give full support, including legal and other assistance, to any employee who is assaulted while acting in the discharge of his duties.
- D.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

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

ARTICLE XV **INSURANCE PROTECTION**

- A. 1. The Board will provide individual, domestic partner (as per Chapter 246, PL 2003) and full family health care insurance coverage and prescription coverage as provided by Blue Select, Blue Choice and HMO Blue which provides coverage equal to or greater than NJ Public and School Employees Health Benefits program. The prescription plan will be a \$15 co-pay for brand names, a \$10 co-pay for generic, and a \$1 co-pay for mail-in orders, effective January 1, 2005.

The Blue Select PPO co-pay will be \$10 for an office visit for both the primary care physician and a specialist referral visit. The co-pay for Blue Choice and HMO Blue will be \$5.

2. New hires will be eligible for full coverage under the HMO Blue and must stay with that plan for 5 years; they will be able to "buy up" to Blue Choice if they wish.
 3. Beginning January 1, 2003, employees will be offered the opportunity to participate in a Section 125, flexible spending plan. Participation in this plan is optional.
 4. The Board agrees to provide all prescribed self administered oral and non-oral contraceptives including the patch and NuvaRing. In addition, Depo-provera will be covered.
- B. Those employees enrolled in Blue Select who choose to enroll in HMO Blue or Blue Choice shall receive an annual payment of 25% of the difference in the annual premium cost between Blue Select and the HMO Blue program of the Blue Choice Program. Effective July 1 of each year. Members choosing to take advantage of this option must notify the Board by June 1 for the succeeding year.
 - C. The Board agrees to provide family dental coverage including preventive and diagnostic at 100% pay, basic benefits at 80% pay after a \$25.00 deductible sing/ \$75 family, prosthodontic at 50% pay, and orthodontics at \$750,00 maximum for orthodontia and \$1,000 regular.

ARTICLE XVI **BOARD RIGHTS**

The Board and the Association agree that except as modified by law and this agreement, the Board of Education has the right:

- A. To direct employees of the school district;
- B. To hire, assign, retain, discipline or discharge employees of the school district;
- C. To maintain efficiency of the school district operation entrusted to it; and
- D. To determine methods, means and personnel by which such operations are to be conducted.

ARTICLE XVII **RETIREMENT BENEFIT PROGRAM**

The Board agrees to continue a Retirement Benefit Program. Retirement is defined as an employee collecting a pension.

- A. Eligibility: All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and who are collecting pension benefits pursuant to Title 18A:66-1 et. seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System".
 1. The Board will recognize domestic partners (Per Chapter 246, P.L. 2003) as dependents for pension purposes.
- B. Exceptions: No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.
- C. Benefits: Each eligible employee shall receive a retirement benefit of one days' salary (a benefit day) for each three days accumulated unused sick leave, but not to exceed fifty-five (55) benefit days. The method of calculating the daily rate shall be 1/180th of the retiree's annual salary for instructional staff, 1/200 of the retiree's annual salary for 10-month secretaries and 1/240 of the retiree's annual salary for 12-month employees.
- D. Payment Dates: Retirement benefit payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary for the year in which he terminates.
- E. Accumulation Date: The effective starting date for accumulating unused sick leave days is July 1, 1956.
- F. This Article is subject to change by reason of changes in the law, and it is expressly understood that it will be applied in accordance with the law.
- G. A stipend of five hundred dollars (\$500) shall be given to a full-time employee who has acquired seventy (70) unused accumulated sick days at the close of the school year in which said employee has accumulated seventy (70) days. The stipend shall be given to any particular employee only once.

- H. A stipend of five hundred dollars (\$500) shall be given to a full-time employee who has acquired one-hundred-ten (110) unused accumulated sick days at the close of the school year in which said employee has accumulated one-hundred-ten (110) days. The stipend shall be given to any particular employee only once.
- I. Teachers who begin the school year with three (3) personal days and have not used any personal days by the end of the school year, may elect to transfer one of those personal days to a retirement bank, which will be over and above the fifty-five day limit, and paid at the same rate as the other retirement days. One unused day may carry over to the next year. If the employee has donated a personal day to the catastrophic illness bank, it will be considered a "used" day.
- Does not apply to Custodial, Maintenance or Grounds employees.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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.
- C. 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.
- D. 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 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, age, domicile, or marital status.
- E. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following address:

If by the Board to the Association:

President
Hunterdon Central Regional High School Education Association
Hunterdon Central Regional High School
84 Route 31, Flemington, New Jersey 088222

If by the Association to the Board

Secretary
Board of Education
Hunterdon Central Regional High School
84 Route 31, Flemington, New Jersey 08822

ARTICLE XIX TEACHER WORK YEAR

- A. The school calendar shall be set forth in Schedule "E." The school calendars for the subsequent years of this contract shall be established in accordance with Board Policy and once established affixed to this Agreement.
- B. The teacher work year (other than new personnel who may be required to attend an additional three (3) days of orientation) shall not exceed one hundred eight four (184) days. New personnel required to attend more than three (3) days orientation shall be paid the current Academy course rate per day. The in-school work year of a teacher employed on a twelve month basis shall include one month's vacation. This time is to be arranged by mutual agreement.
- C. The teacher work year shall include the following:
 - 1. Days when students are in attendance;
 - 2. Three (3) orientation days for new personnel.
 - 3. Two (2) Back-to-School Nights. (One each Semester) One Back-to-School Night will be followed by an in-service day which shall run from 9:00 a.m. until the end of the normal teacher work day. The other Back-to-School Night will be held on a Thursday, and may be followed by a normal school day.
 - 4. Teacher In-Service days will run from 8:00 a.m. to 3:00 p.m. except for a teacher in-service day scheduled immediately after a Back-to-School Night Program.
 - 5. Any other days on which teacher attendance is required.
- D. Full faculty meetings will be held twice a month. The meetings will begin as soon as possible after the end of the instructional day and may extend up to 3:00 p.m.

- E. Teachers are expected to be in the building 7:30 a.m., which is unassigned time until the instructional work day begins at 7:35 a.m.
- F. A committee will be formed with equal representation from HCEA and the Administration. These representatives will be appointed by the President of the HCEA and the Superintendent of Schools. A mutually agreed upon facilitator will be hired to chair this committee, the cost being equally divided between the HCEA and the BOE. This committee will meet during the 2004-05 school year and use the recent teacher workload report (2003-04), in addition to other necessary information, to help evaluate Teacher Workload/scheduling and formulate at least three recommendations to the Board of Education and the HCEA. The recommendations shall be presented to both parties no later than July 1, 2005. Both the HCEA and the Hunterdon Central Regional High School Board of Education agree to reopen negotiations on this item and discuss possible implementation of the recommendations of the committee for the contract year 2005-2006 and 2006-2007.
- G. Members of the Counseling Services Department and the Child Study Team may be required to work an extended school year. Summer assignments shall be on a rotating basis, based on seniority and following past practice. This required time will be included in the member's contracted base salary.

ARTICLE XX TEACHER SALARIES

- A. Teachers shall receive their final checks on the last working day in June after all their obligations have been met.
- B. The compensation for Home Instruction shall be at the rate of thirty-two fifty (\$32.50) per hour for time spent in actual instruction. Home Instruction teachers shall be reimbursed for mileage from the school to the student's home and back to the school at the rate established for district employees. Mileage vouchers may only be submitted on December 1, March 1, and June 10.
- C. The compensation for regular work during the summer shall be at the rate of the average teacher daily salary.
 - 1. The rate of pay for teaching four (4) hours of summer school per day (four hours of pupil contact) is .75 of the average teacher's daily rate of pay. Should the number of hours change, the rate of pay will be adjusted proportionately.
- D.
 - 1. Teachers employed during the summer in Academy Courses will be compensated at the rate of one-hundred (\$100.00) per day.
 - 2. Curriculum work during the summer shall be compensated at the rate of one hundred-thirty (\$130.00) per day.
 - 3. The normal workday for such activity will be 8:00 a.m. to 3:30 p.m. with an

hour lunch period.

4. Teachers shall be notified of summer employment on or before May 30.
 5. When the presence of school counselors is necessary to conduct school business when school is not in session, and they are needed to work beyond their contractual obligations and/or beyond their normal work day, they will be paid the hourly rate for time worked.
 6. Teacher who works ninety (90) or more school days during the year will be advanced to the next salary step for the following school year.
- E. 1. Teachers who have completed graduate study which results in movement on guide shall have their salaries adjusted in:
- October for all official transcripts submitted by August 31st
 - January for all official transcripts submitted by October 31st
 - March for all official transcripts submitted by January 31st
 - September for all official transcripts submitted by May 31st
- All official transcripts must be submitted by the due date to the Human Resource Office.
2. Teachers who complete Masters Programs which require more than 45 credits will be given credit on the guide (horizontal movement) for all credits in excess of 45 upon completion of the Masters Degree. In order to earn credit toward horizontal movement on the salary guide beyond a Masters Degree, a teacher must first earn the Masters Degree.
 3. An educational specialist certificate will be equivalent to a Masters Degree.
- F. Experience in private school or private sector may be credited on the salary guide at 75% to 100% per year to a maximum of Step Four on the secretaries' guide and Step Ten on the teachers' guide.
- G. Coaches Stipends (schedule D) shall be frozen during contract year 2004-2005 (except for the Bowling coach as noted below); and increased by an additional 2.5% during contract year 2005-2006 and an additional 2.5% during contract year 2006-2007.

For the contract year 2004-2005 the Bowling coach will receive the same stipend as the head Cheerleading coach, and will receive the same (%) increases given all schedule D positions for the duration of the contract.

Activities Stipends (Schedule C) shall be frozen for the contract year 2004-2005. A joint committee with equal representation from the HCEA and the Board will be established to restructure Schedule C. The HCEA and the Board agree to reopen negotiations on this item and discuss Activities Stipend increases or Schedule C changes for the contract years 2005-2006 and 2006-2007 as recommended by the committee.

1. Schedule C stipends will be paid in equal installments on the 15th and 30th of each month September through June (10 month basis) for full year clubs. Other stipends will be paid during the course of the activity.
2. To be paid in one (1) check in the summer:

Band Camp Advisor
Equipment Manager

H. Seasonal Extra- Curricular Pay Schedule

1. Fall Schedule D positions payable in (6) six equal payments; commencing September 15th through November 30th.
 2. Winter Schedule D positions payable in (6) six equal payments; commencing December 15th through February 28th.
 3. Spring Schedule D positions payable in (6) six equal payments; commencing March 30th through June 15th.
- I. All per diem teachers are to be paid at a rate commensurate with their background and experienced based on Schedule A. No fringe benefits are to be paid unless employment equals or exceeds 20 or more hours per week.
- J. Replacement teachers who are employed on a full-time basis (20 or more hours per week) for a full school year shall be eligible to receive medical benefits. Said teacher shall be eligible for benefits regardless of whether he/she is replacing the same position all year or different positions during the year.

It is further agreed that a replacement teacher who is employed for one semester and then is extended for a second semester shall be eligible to receive benefits from that point in time that the administration knows that it will need to continue the individual's employment for the balance of the school year.

- K. Teachers who provide before school supervision from 7:20 a.m. to 7:30 p.m. shall be paid a stipend of \$30 for each five-day week of supervision. Weeks of less than five-days shall be prorated and paid on a per diem basis of \$6.00.

ARTICLE XXI TEACHER FACILITIES

- A. All school facilities shall be available to staff members for professional use subject to the following criteria:
1. School facilities that are within the normal operational duties of staff members are available for use for professional purposes on school days until 11:00 p.m. and weekends by pre-arrangement with the Immediate Supervisor. All interior and exterior doors and windows will be locked securely when leaving the building in the area used by the teacher.

2. When school facilities are used and a custodian is not on duty, staff members will assume responsibility for building security in the area of use.
3. It is agreed that all staff members shall exercise sound and prudent judgment in the control of keys to school facilities.
4. When students are involved in activities outside the normal school day, it is agreed that no student or group of students should be left in a building after the building has been secured.
5. A teacher, upon request, shall be issued those keys necessary to obtain access to his teaching station.

B. The school shall have the following facilities:

1. Adequate space in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid the preparation of instructional materials;
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the use of staff as a staff lounge;
4. A communication system so that teachers can communicate readily with the office from their area;
5. A separate private dining area for the exclusive use of the staff;
6. Adequate off-street, paved parking facilities properly maintained shall be identified for staff use;
7. Upon request, a Webster Collegiate Dictionary or its equivalent shall be available to any teacher on an annual sign-out basis through the Instructional Media Center.
8. A serviceable desk and adequate facilities for each teacher.

C. Upon request, any teacher shall be provided with a smock, laboratory coat, or shop protective garment. Laundering service for all said items shall be provided without charge to the teacher.

D. All teachers who are assigned to teach in more than one building shall have a desk or other equivalent facilities and a place to store materials and supplies in an office, classroom or teacher work area for their personal use in each building. These facilities will be available pursuant to Section "A".

**ARTICLE XXII
USE OF NON-CLASSROOM TIME**

- A. A joint task force shall be convened with equal representation assigned by both parties and a mutually acceptable facilitator hired at Board expense for the purpose of establishing a proper factual background and recommendations to be considered by the parties during negotiations for their next agreement and to do so in a manner which does not promote an adversarial atmosphere.

- B. In order to maximize the use of professional time, allow flexibility in scheduling, and to offer the departments the opportunity to devise solutions for their needs, the Administration may designate at its discretion, whenever the budget allows, activities for professional growth including, but not limited to: curriculum development, computer literacy, tutorial, technology infusion, and/or professional growth. Teachers will have the option to teach an additional class beyond their contractual schedule. The Administration may assign duties to help in the supervision of the school. To provide a degree of equity concerning lunchroom coverage, the following program will be implemented:
 - 1. In the event that staff members must be used over and above the two marking periods over two years, he/she will be compensated at the rate of twenty dollars (\$20.00) per period.
 - 2. Volunteers for lunch duty and coverage as cited above, will be accepted first, but if insufficient volunteers are available, the administration will assign the duty.
 - 3. Other duty assignments will be made at the discretion of the administration.

**ARTICLE XXIII
INSTRUCTIONAL COUNCIL**

This Article will remain in effect until such time as the Site-Based Management Team has been formally charged by the Board.

- A. A joint Instructional Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of three (3) representatives appointed by the Association and three (3) members appointed by the Superintendent. The council shall meet at least twice each month and advise the administration, the Board and the Association on such matters as teaching techniques, curriculum improvements, extra- curricular programs, in-service training, testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, curriculum of summer school, and other related matters regarding the effective operation of the Hunterdon Central High School District.

- B. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings. A quorum of the Instructional Council shall consist of four (4) members.
- C. In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, teachers who are members of the Instructional Council or any of its sub-committees shall be provided with released time for the purpose of working on any of the projects defined above if approved by the Superintendent.
- D. Nothing in this Article shall be interpreted to prevent the Instructional Council from counseling or adding to its number such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purpose.

ARTICLE XXIV SABBATICAL LEAVE

- A. A teacher on sabbatical leave shall be considered equivalent to a regularly and fully employed teacher in the Hunterdon Central High School District, and, as such, shall be fully entitled to all rights, privileges and benefits pertaining thereto.
- B. The Board and Association agree to recognize privately funded internships which may meet the conditions of the sabbaticals. Efforts will be made to provide timely information about available internships to the staff to consider for sabbatical applications.
- C. A sabbatical leave shall be granted to a teacher by the Board to study and/or for other reasons of value to the school system, subject to the following conditions:
 - 1. If there are sufficient qualified applications, the Board of Education agrees to fund six quarters of sabbaticals for no more than four (4) teachers.
 - 2. If there are sufficient qualified applications, the maximum sabbatical leaves granted shall be the equivalent of six (6) quarters, or three (3) semesters.
 - 3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1 of the school year prior to the period for which sabbatical leave is requested. Action must be taken on all requests no later than January 15 of the school year prior to the period for which sabbatical leave is requested.
 - 4. The teacher has completed at least five (5) full school years of service in the Hunterdon Central High School District.
 - 5. A teacher on an approved sabbatical shall be paid sixty percent (60%) of his salary for a full year sabbatical. A teacher on a half year (1/2) or quarter year sabbatical shall be paid full salary if his approved program is in graduate work.

6. If a teacher has an approved sabbatical in the form of a paid internship, money earned over and above the salary paid by the Board shall be reimbursed to the Board, with the exception of an award.
 7. A teacher on a sabbatical leave shall be obligated to continue his employment with the district of a period of two (2) years following the leave or repay the Board for the salary received while on sabbatical leave. This clause shall be waived in the event of an unanticipated retirement for health reasons, disability, military leave or other reasons acceptable to the Board.
 8. A teacher who cannot complete an approved sabbatical because of sickness or pregnancy must notify the administration of this fact and request sick or maternity leave.
- D. The Board and the Association agree to establish jointly a Committee on Sabbatical Leaves, which shall consider and pass on all applications and requests for sabbatical. This Committee on Sabbatical Leaves, hereinafter referred to in this Article as "the Committee" shall consist of three (3) members appointed by the Superintendent, and three (3) members appointed by the Association President. During its considerations of applications the Committee shall be guided in part by the following criteria:
1. The purpose of the sabbatical leave.
 2. The benefit of the sabbatical leave to the school district.
 3. The course description for courses taken under the sabbatical leave.
 4. Applicant's intent to apply for a grant, fellowship or scholarship.
 5. Applicant's obligation to the institute in which he is studying, upon accepting a grant, fellowship, or scholarship.
 6. Length of the sabbatical leave.
 7. Length of service of the applicant.

The Committee shall not regard any one of the above enumerated criteria a mandatory requirement for sabbatical leave, but, rather, each application shall be considered on the basis of its own merits. The Committee shall establish an application form in which the applicant shall furnish such information as will render the Committee knowledgeable of the applicants' status with respect to the above enumerated criteria, and such additional relevant information as the Committee, in its judgment, deem necessary.

- E. If, for any reason, the purpose for which sabbatical leave is granted is terminated, the Superintendent must be notified immediately.
- F. At the conclusion of the sabbatical and return from leave, the teacher(s) shall be obligated to make a formal presentation of his/their sabbatical topic before the Board and/or interested staff.

ARTICLE XXV
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL
IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for upgrading and updating of teacher performance and attitude. The Board and the Association support the principal of continuing training of teachers and the improvement of instruction.
- B. Educational Expenses
1. All course work for which the school district is expected to make payment must be approved in advance of any type of commitment by the school district Superintendent.
 2. During the first year of employment, a teacher will not be eligible to receive approval for reimbursement for course work.
 3. The Board of Education will reimburse teachers for the cost of required textbooks.
 4. Reimbursement will be made by the Board of Education upon submission of receipts, etc. by the teacher to the Superintendent for payment from the college and the bookstore. Payment will be made following submission of evidence by the teacher that the course has been satisfactorily completed and a passing grade received. To be considered passing, a grade must be accepted toward graduate credit by the college attended.
 5. For teachers under tenure:
 - a. The Board of Education will pay tuition for a maximum of 12 credits per year.
 - b. Teachers on sabbatical leave shall be paid the tuition for all courses that are in the field and area in excess of 12 credits. Whether they are in the field shall be determined by the Superintendent.
 - c. The Superintendent shall have the authority to approve tuition reimbursement for undergraduate courses in computer technology, but no credit on the salary guide shall be given.
 - d. The Superintendent shall have the authority to approve tuition reimbursement for tenure and non-tenured teachers in Special Education and World Languages for undergraduate courses that required to designate them as "highly qualified." No credit will be given on the salary guide for these courses.

6. In the case of teachers who are not under tenure, the Board will reimburse for tuition to a maximum of six (6) credits within one year during the second year of employment, non-accumulative, and will reimburse tuition to a maximum of nine (9) credits within one year during the third year of employment, non-accumulative. The nine (9) credit limit expires on the day following the attainment of tenure.
 7. A year is defined as being from July 1st of one year to June 30 of the following year.
- C. The Association and the Board agree to place a total dollar cap for the payment of tuition in a total sum of \$145,000 for 2004-2005, \$155,000 for 2005-2006 and \$165,000 for 2006-2007. Funds not expended shall revert to the Board of Education. Tuition reimbursement will be paid at the rate of \$450 per credit in the first year of the agreement, \$460 in the second year and \$465 in the third year.
- D. CEU Credits
1. Teachers will receive one-half (1/2) CEU credit on the salary guide for 5 hours, one (1) CEU credit for 10 hours, one and one-half (1 1/2) CEU credits for 15 hours, etc., of attendance at an approved professional development course.
 2. Credits will be awarded separately for each course taken.
 3. Hours cannot be combined from course to course.
 4. The Superintendent will determine if a course may be taken for CEU credit outside of the Academy.
 5. Upon successful completion of an Academy course for credit, the instructor will submit a list of attendees who successfully completed the course to the Human Resource Office. Confirmation of the successful completion of the course will be sent to the attendee with a copy for the personnel file.
 6. The Continuing Education Unit (CEU) credit will be awarded as "graduate study" (See 1992/98 HCEA Contract, Article XX, Section F and Article XXV.)

ARTICLE XXVI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the administration and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student by his immediate behavior requires the instant attention of an administrator, psychologist, physician or other specialist, the teacher shall so inform his/her immediate supervisor or the student's counselor.

- C. When, in the judgment of a teacher, a student by his immediate behavior seriously disrupts the instructional program to the detriment of other students, the teacher may immediately or temporarily exclude the student from the classroom and refer him to the appropriate administrator.
- D. A joint Student Behavior Committee, consisting of two members appointed by the Superintendent and two members appointed by the Association, shall be established to study and make recommendations for the disciplinary procedures of the school. Any recommendations from the Committee shall be submitted to the Instructional Council established pursuant to Article IV of this Agreement.
- E. The Committee may consult with or add additional teachers, professional advisors, parents, students, or other persons as desirable and appropriate.

ARTICLE XXVII

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Teachers purchasing materials and/or supplies with the advance approval of the Superintendent or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.
- B. The classroom teacher shall be continually consulted on the selection of textbooks and related instructional materials.

ARTICLE XXVIII

EMPLOYMENT

- A. The parties of this Agreement concur with the present policy of making every attempt to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. Each teacher shall be placed on his proper step of the salary schedule consistent with the terms of the contract.
- C. When any vacancy or new position occurs, information will be made available of such vacancy or new position to all employees. Employees who apply will be interviewed. Vacancies will be posted on the District's E-mail. Employees may receive vacancy information by mail during the summer by submitting a request to the Human Resource Office by June 1.
- D. Any qualified applicant from Hunterdon Central Regional High School may apply for any extra co-curricular position to the appropriate director. All qualified applicants from Hunterdon Central Regional High School will be given first consideration.
- E. The Board of Education will have the capability to negotiate with the Hunterdon Central Education Association to employ teachers during the summer at a rate commensurate with the contract language in Article XX, Section C.

ARTICLE XXIX
SUMMER SCHOOL, HOME INSTRUCTION AND FEDERAL PROGRAMS

- A. All openings for positions in the summer school, home instruction, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent. Summer school openings shall be publicized and teachers shall be notified of the action taken as soon as possible. Home instruction openings shall be posted as they occur.
- B. All of the provisions of this Agreement shall apply to teachers holding positions in the summer school, home instruction and/or under federal programs, except where clearly inapplicable.
- C. After Hours/ Weekend Paid Positions – The rate of pay is \$25.00 per hour for the following assignments:

Paid After-school Detention Proctor – 2:45 p.m. – 3:45 p.m. on Tuesdays, Wednesday and Thursdays = \$75.00 per week. (\$25.00 per day) The Board will make every effort to hire just one person and a couple of back-ups for the sake of consistency. Responsibilities – supervision of second half of detention, data entry of attendance, and distribution of attendance lists.

After School Duty Aides: 3:00 p.m. – 6:00 p.m. Monday to Friday \$375.00 per week. (\$75.00 per day) The Board will make every effort to hire two individuals per campus and a couple of back ups. Responsibilities include after school supervision of the 11/12 campus, with emphasis on Special Services, Weight Room, and the Commons areas and 9/10 campus with emphasis on the cafeteria and gym area.

Saturday Detention Proctors: 9:00 a.m. – 12:00 p.m. on Saturday =\$75.00/day. The Board will make every effort to hire a number of proctors so as not to rely on 1-2 people for every Saturday. Responsibilities include working in conjunction with one of the Vice Principals and possible other proctors to supervise Saturday Detention Students (maintain quiet study atmosphere).

Chaperones will be paid \$40 per event.

ARTICLE XXX
EDUCATIONAL ENVIRONMENT

It is agreed that the prime activity of the school takes place in the classroom. Therefore, interruptions of the daily classroom activity and/or final examination periods by messenger and/or public address system and/or inter-communications systems will be kept to an absolute minimum.

ARTICLE XXXI REDUCTION IN FORCE

- A. The parties recognize that the provisions contained in Article XXXI, Reduction in Force, are presently unenforceable.
- B. The Association recognizes the right of the Board of Education to reduce the number of employees in the district in accordance with Title 18A of the Laws of New Jersey.
- C. If a reduction in personnel is being considered, the Board shall notify and consult with the Association as soon as practicable, but not later than April 1 prior to when the lay-off is to take place. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.
- D. Non-tenured teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of non-tenured teachers.
- E. In the event teachers must be laid off, layoff will be on the basis of seniority and certification, except as provided for in "D" above.
- F. In the cases of teachers with the same seniority, the level of certification shall be standard. Those with less than standard certification shall be considered for layoff before anyone with standard certification.
- G. In the case of identical certification, the accumulation of credits toward standard certification shall be the criteria used with the highest number of credits achieved receiving a preference.
- H. In the case of all the above factors being equal, teachers shall be considered on the basis of their evaluation and ratings with the least satisfactory to be released from service first.
- I. It is expressly understood that the Association shall have the right to review a layoff list prior to notification of the individual teachers to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent prior to notification of the individual teachers and prior to the notification deadline of May 15.
- J. Non-tenured teachers being laid off shall maintain their accumulated sick leave during the one-year within which they remain on the recall list. A year for the purpose of this Article shall be defined as October 1 to September 30 of the subsequent contract year.
- K. If a teacher who is laid off is recalled to the district and accepts reemployment, upon return to the district the employee shall assume the step position on the salary schedule which the employee would have held had the employee be actively employed in the district to a maximum of one (1) year's credit. No teacher may receive one (1) year's credit unless the employee works a minimum of ninety-one (91) days during the school year.

- L. No non-tenured teacher who is laid off and subsequently recalled can receive credit for the time in which the employee spent while laid off, and the employee may not acquire tenure until the employee has met the statutory requirements as set forth in Title 18A.
- M. Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
- N. A seniority list shall be prepared by the Board and presented to the Association which includes all full-time teachers who are within the bargaining unit.
- O. It is expressly agreed that teachers who are on leaves of absence will be considered as being within the bargaining unit for the purposes of this Article.
- P. Termination of employees due to lack of performance, reassignments and/or transfer which occur within the district are not to be construed as applying to this Article and are expressly excluded. No other rights or benefits shall be deemed to be granted to a laid off teacher other than those defined herein, and all others are expressly excluded.
- Q. Recall: Teachers shall be recalled in inverse order of layoff for position openings for which they are certified and qualified in accordance with the following;
 - 1. If a position exists within the district for which the teacher is certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within ten (10) days of receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that the employee has declined the position. If a teacher accepts the position the employee is offered, the employee shall be granted sufficient time to fulfill the requirements of the contract the employee is required under or if the employee does not have contract requirements to fulfill, the employee shall have twenty (20) days from receipt of the offer to return to work.
 - 2. All teachers placed on layoff and the Association shall be notified by certified mail on or before May 15 of their position on the recall list and be given an opportunity to remain on the recall list for the following school year.
 - 3. No new staff shall be hired until all properly certified staff members who were on the recall list have been offered an opportunity in writing to return to employment with the district.
 - 4. In the event that more than one (1) person occupies the same position on the recall list, the Superintendent shall, in the presence of the Association representative, draw the names in order of ranking to establish a register of recall for positions which may become available and for which they are qualified and certified.

5. The recall list shall be maintained by the Human Resource office for the following school year. It shall be the teacher's responsibility to maintain a current address with the Human Resource office. Said teacher waives any responsibility of the Board if when contacted by the district, the employee does not state in writing the employee's intent to return to the district upon being offered an opening of a position for which the employee is qualified. If a teacher cannot be contacted because of failure to leave a current address, the Board of Education is relieved of its responsibilities to the teacher and any rights to be recalled are terminated.

ARTICLE XXXII

WORK YEAR: SECRETARIAL PERSONNEL; BUS MECHANICS; SHIPPING/RECEIVING CLERKS; MAIL CLERK; TECHNICIANS; SAFETY OFFICER; AIDES

- A. The secretarial work year shall be all weekdays during the secretary's contract period with the exception of scheduled personal vacation days granted by the Board on the school calendar as vacation periods. The option to chose a 10 or 12 month contract may be offered to secretaries when it is deemed possible by the Business Administrator.
- B. Secretary holidays will be reflected on the School Calendar. For the duration of this contract, the Shipping and Receiving Clerk and secretaries employed at the "B" level on January 1, 1993 will be permitted to take compensatory time off during the months of July and August at a straight time rate for legal holidays worked when school was in session.
- C. Secretarial Contract Work Periods: 12-month annual contracts are effective from July 1st through June 30th of the following year and 10-month annual contracts are effective from September 1st through June 30th.
- D. The Shipping and Receiving Clerk shall have the same work schedule as secretaries, except for Christmas and Easter vacations. Compensatory time for working during those vacations shall be arranged with the Business Administrator.
- E. The Mail Clerk will work from 9:00 a.m. to 5:00 p.m.
- F. The work year of bus mechanics shall be as follows:
1. Full time bus mechanics shall be employed on an annual twelve (12) month basis.
 2. Bus Mechanics will receive the following fourteen (14) paid holidays each year:

July 4	Labor Day
NJEA (2 days)	Thanksgiving (2 days)
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
President's Weekend (2 days)	Friday before Easter
Memorial Day	

This agreement excludes the State holidays, Columbus Day and Martin Luther King Day, which the mechanics agree to work.

- G. Instructional duty release aides will work the 10-month teacher work year.
- H. Technicians shall be employed on a twelve (12) month basis.
- I. A Safety Officer shall be employed on a twelve (12) month basis.
- J. Every effort will be made to equalize work loads through the study of actual experience. The employee organization recognizes the employer's right to change work assignments and work loads to achieve this purpose.

ARTICLE XXXIII DAILY WORK HOURS

- A. The secretarial, shipping and receiving clerk, mail clerk and technicians work day will be as follows:
 - 1. The daily work hours from September 1st through the last day of classes before the summer recess will be 8 hours per day. The time schedule may vary but normal work hours will be approximately 7:30 a.m. to 3:30 p.m., including a 40 minute lunch period taken on employer time. Adjustment in time schedules may be modified by the immediate supervisor, maintaining the 8 hour day.
 - 2. The daily work hours from the end of the academic year through August 31 will be 8:00 p.m. to 3:30 p.m. with one hour for lunch.
 - 3. On any day the school cafeteria is not open for employee use, all employees shall have a one hour lunch period. The work day will not be lengthened to accommodate this lunch.
 - 4. Each employee shall receive one fifteen (15) minute break in the a.m. per day. The time when the break occurs is subject to the approval of the immediate supervisor.
 - 5. Employees shall not be required to work on days school is closed for reasons of safety, such as weather conditions. If school should dismiss early for such reasons, employees will be permitted to leave. The day will be considered as a full day worked. After conditions have become safe, an employee may be requested to come back to work by the immediate supervisor at the standard rate of pay.
 - 6. Employees shall not be required to work when custodians are not present in the building.
 - 7. Aides will work the teacher work day.

B. The bus mechanics' day shall be as follows:

1. The work day shall consist of eight and one-half (8 1/2) hours including forty (40) minutes uninterrupted lunch.
2. Each employee shall receive two (2) uninterrupted coffee breaks of fifteen (15) minutes. The times should be mutually agreed upon by the employee and the immediate supervisor.
3. On days school is closed due to weather conditions, employees are expected to work since snow removal is essential for school reopening. However, it is understood that usual weather conditions may make road impassable and unsafe. As a result, an employee might be unable to report to work. Under these circumstances, the employee shall not be penalized if he is excused by his supervisor.
4. Whenever the cafeteria is closed during the day, the lunch hour shall be sixty (60) minutes. The work day shall not be lengthened to accommodate this lunch.
5. A fair and equitable system for the selection of workers for overtime work shall be established by mutual agreement between the Board and the Association.

ARTICLE XXXIV OVERTIME

A. Secretarial

1. The Board and the Association agree to have all overtime hours authorized in advance by the immediate supervisor. Furthermore, the parties agree to prepare a form for the request/submittal of overtime hours.

Overtime shall be paid for all hours authorized and worked in conformance with the minimum wage and hour law in the State of New Jersey. Overtime is one and one-half (1 1/2) times the hourly rate. Holidays, personal days, sick days, funeral days, or any other paid absence from work will count as days worked in the computation of overtime. Overtime for secretaries on holidays and vacation days will be paid at time and one-half (1 1/2) plus the regular day's pay. In the event of no volunteers, the Board can mandate overtime.

2. A secretary will be paid overtime at a time and one-half (1 1/2) rate for weekend work and be given four (4) hours minimum guaranteed call-in pay on weekends.

B. Bus Mechanics, Technicians

1. Overtime is defined as any time spent at regular duties or other assigned duties consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work year.
2. Volunteers will be sought for overtime; however, in the event there are no volunteers, the Board reserves the right to assign.
3. All overtime will be rounded to the nearest half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the regular hourly salary. The information portion of the payroll check will show hours of overtime and overtime salary.
4. All overtime worked, not continuous with regular work hours, shall be for a minimum of three (3) hours duration.

**ARTICLE XXXV
VACATION**

A. Secretaries, Technicians, Safety Officers, Bus Mechanics, Shipping & Receiving and Mail Clerk will be granted vacation pursuant to the following provisions:

1. In scheduling vacations, first considered shall be the needs of the school, after which seniority shall govern. All secretaries requiring office coverage when absent will work the school calendar and may be granted two floating vacation days from the existing vacation schedule during the school session upon three days notice and approval of supervision. A collaborative effort between all other secretaries and bus mechanics and their supervisors shall determine vacation time in order to avoid undesirable interruption of the school year. Eligibility shall be computed as of July 1. The last two weeks before the opening of school will not be used for vacation periods unless approved by the immediate supervisor and Superintendent.
2. Vacation periods for twelve (12) month support staff members:

Years 2 through 5	10 vacation days
Years 6 through 15	15 vacation days
Over 15 years	20 vacation days

Twelve month employees who have not worked a full year in the first year of employment will receive a prorated vacation based on the two to five year/ten day vacation period based on the 2-5 year award.

3. An employee who requests extra vacation time and has it approved by the immediate supervisor and the Superintendent will have his salary reduced by the hourly rate multiplied by eight (8) times the number of work days missed.

4. Upon leaving employment at Hunterdon Central, any employee who has unused vacation days due will be paid for such days at his regular rate of pay.
5. A reply to a request for a vacation shall be received by the employee within five (5) working days of the request.
6. New employees hired prior to January 1 will be considered to have completed a full year of employment as of July 1 following their initial employment in calculating their total years of service for the allocation of vacation days. Employees hired after January 1 will begin receiving full year credit as of July 1 following their initial employment.
7. Newly hired employees will be eligible to request their earned days of July following their employment date. The number of earned vacation days will be determined by the pro-rating formula outlined in Section A:2 of this Article.
8. Employees completing their fifth year of service will receive an additional five vacation days, for a total of fifteen days, which they may use as of July 1 in their sixth through fifteenth year of service.
9. Employees completing their fifteenth year of service will receive an additional five vacation days, for a total of twenty days, which they may use as of July 1 of their sixteenth year of service and over.

ARTICLE XXXVI EDUCATIONAL IMPROVEMENT, SECRETARIES

- A. Secretarial employees will be eligible for reimbursement for course work subject to the following provisions:
 1. Course work for which reimbursement will be sought must have the prior approval of the School District Superintendent.
 2. In order to be eligible for reimbursement, the course must be related to the employee's field of employment, which will be determined by the Superintendent.
 3. Items for reimbursement are those set forth in Section B.3 of Article XXV and that section will apply to secretarial employees.
 4. Reimbursement for 12 month secretaries will be limited to nine (9) approved credits within one year, non-accumulated. Reimbursement for 10 month secretaries will be limited to six (6) credits within one year, non-accumulated.

5. Reimbursement will be made by the Board upon submission by the secretary to the Superintendent of receipts for payment from the institution and bookstore. Payment will be made following submission by the secretary of evidence that the course has been satisfactorily completed for credit.
6. Upon successful completion of 15 CEU Academy credits, a secretary will receive a one-time stipend of \$400 for each 15 credits earned, not to be added to the pension base.
7. A year is defined as being from July 1st of one year to June 30th of the following year.

ARTICLE XXXVII ALLOWANCES, BUS MECHANICS

Upon proof of purchase, the Board shall reimburse each mechanic \$300 per year for tool allowance. One pair of safety shoes and one pair of safety glasses shall be provided by the Board of Education each year. Safety shoes shall be required to be worn at all times during working hours. Safety glasses shall be worn at appropriate times during working hours. A failure to wear safety shoes and safety glasses while working can subject a mechanic to disciplinary action.

Mechanics shall receive a \$100 stipend per year for each ASE test that he successfully passed. Upon completing all seven exams the mechanic will achieve an Automotive Service Excellence Certification. In order to retain the \$700 stipend, the mechanic must successfully pass the maintenance of skills exam every four years.

ARTICLE XXXVIII WORK YEAR AND WORK HOURS

- A. All full-time employees shall be employed on an annual twelve (12) month basis. Every effort will be made to equalize work loads, however, the Association recognizes the Board's right to change work assignments and work loads to achieve this purpose. As scheduling permits, effective the day after Commencement up to Labor Day, the supervisor may arrange flexible work hours (for example, four 10-hour work days in a five-day period.)
- B. The regular work schedule shall consist of forty (40) hours per week worked on five (5) consecutive days. For payroll purposes, the regular work week for all employees shall begin at 12:01 a.m. Sunday and end 12:00 Midnight Saturday. This Article is intended to define the normal hours of work and it shall not be construed as a guarantee of hours of work per day or days of work per week. First shift shall normally commence at 7:00 a.m., second shift shall normally commence at 3:00 p.m. and third shift shall normally commence at 11:00 p.m. Employees who are initially employed to work Monday through Friday will not be involuntarily reassigned to a Tuesday through Saturday or Wednesday through Sunday work schedule. Nothing contained herein shall restrict the Board's ability to change shift times.

- C. A full time employee is defined as any employee who is regularly scheduled to work twenty (20) hours or more per work week. All full-time employees shall receive all benefits as provided for in this Agreement.
- D. A part-time employee is defined as any employee who is regularly scheduled to work less than twenty (20) hours per week. Part-time employees will receive no benefits.
- E. Temporary employees may be hired by the Hunterdon Central Regional High School District to work for less than ninety (90) days to perform sporadic projects. In addition, the Board may utilize work study students and they shall not be considered employees under this Agreement.
- F. Employees will receive two scheduled fifteen (15) minute breaks in each work day. Employees will also receive a scheduled thirty (30) minute paid lunch period at approximately mid-point in the work day. No changes in breaks or lunch periods shall occur unless approved by the immediate supervisor.
- G. Whenever the cafeteria is closed during the first shift the lunch hour shall be forty (40) minutes. The work day shall not be lengthened to accommodate for this lunch.
- H. On days school is closed due to weather conditions, employees are expected to report to work since snow removal is essential for school reopening. However, it is understood that unusual weather conditions may make roads impassable and unsafe. As a result, an employee shall report to work as soon as possible.
- I. Each employee will receive three (3) sets of uniforms in the initial year of hire. Thereafter, each employee will receive an additional three (3) uniforms every other year. In addition, the grounds crew will each receive one (1) set of foul weather gear.
- J. Each employee will be provided with one (1) pair of "protective footwear" per year.

ARTICLE XXXIX OVERTIME

- A. Overtime shall be paid for all hours authorized and worked. Overtime is defined as any time spent at regular duties or other assigned duties consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work week.
- B. Overtime at the rate of time and one half (1 1/2) times the straight time rate of pay shall be paid for all hours authorized and worked in excess of forty (40) hours in any work week and in excess of eight (8) hours in any work day. Overtime work shall be distributed on a rotating seniority basis. There shall be no pyramiding or duplication of overtime. All overtime worked must be voluntary and mutually agreed to by the employee and immediate supervisor. In the event that overtime is necessary and insufficient employees volunteer, then the least senior employee must work the overtime. In the event that overtime is

unforeseen, the supervisor may mandate overtime without regard to seniority. Whenever an employee is required to work on a seventh day, he/she will receive double time.

- C. Holidays, personal days, sick days, funeral days or any other paid absence from work will count as days worked in the computation of overtime. All employees will complete a time sheet for each week worked, have it signed by their immediate supervisor, and turned in to the payroll clerk promptly at the end of each week. Overtime shall be paid in the succeeding pay period following the pay period in which the overtime was worked.
- D. All overtime will be rounded to the nearest one-half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the regular hourly salary. The information portion of the payroll check will show hours of overtime and overtime salary.
- E. Any employee reporting for work at the regularly scheduled time when he/she has not been notified not to report for work, shall receive two (2) hours time at his/her regular hourly rate except in an emergency situation or if caused by an act of God. Any full-time employee leaving work at his/her own request with approval of the immediate supervisor shall be paid only for hours worked.
- F. Employees called back to work after their regular schedule will be paid for a minimum of three (3) hours. A call-back employee, when requested to work may refuse to report for work without prejudice. A list of employees available to work call-back shall be developed each year.
- G. Employees who are assigned to Building Check/Boiler Check duty by the Supervisor when school is closed shall be compensated for a minimum of two (2) hours per Building Check/Boiler Check at their hourly rate including overtime rate where appropriate.
- H. Overtime for event coverage during the heating season will be assigned by the Custodial Supervisor and/or the Chief Engineer to personnel with a boiler license, as per Article XXXIX item B of the contract. A list will be developed for each category of personnel; one with, and one without a license. In the event the Custodial Supervisor determines that an event needs more than one-person coverage, a second custodian without a license may be assigned.

ARTICLE XL VACATION AND HOLIDAY

- A. Employees will be granted vacation pursuant to the following provisions:
 - 1. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall govern. A collaborative effort between employee and supervisor shall determine vacation time in order to avoid undesirable interruption of the school year. Eligibility shall be computed as of July 1st. The last two weeks before the opening of school will not be used for vacation periods unless approved by the immediate supervisor and the Superintendent.

2. Vacation periods for twelve (12) month employees:

Years 2-5	10 vacation days
Years 6-15	15 vacation days
Over 15	20 vacation days

3. Twelve-month employees who have not worked a full year in the first year of employment will receive a prorated vacation based on the 2-5 year award.
 4. New employees hired prior to January 1 will be considered to have completed a full year of employment as of July 1 following their initial employment in calculating their total years of service for the allocation of vacation days. Employees hired after January 1 will begin receiving full year credit as of July 1 following their initial employment.
 5. Newly hired employees will be eligible to request their earned vacation days as of July 1 following their employment date. The number of earned vacation days will be determined by the pro-rating formula outlined in Section A:3 of this Article.
 6. Employees completing their fifth year of service will receive an additional five vacation days, for a total of fifteen days, which they may use as of July 1 in their sixth through fifteenth year of service.
 7. Employees completing their fifteenth year of service will receive an additional five days, for a total of twenty days, which they may use as of July 1 of their sixteenth year of service and over.
- B. An employee may request extra vacation time. If such request is approved by the immediate supervisor and the Superintendent, the employee will have his/her salary reduced by the hourly rate multiplied by eight (8) times the number of work days missed.
- C. Upon leaving employment at Hunterdon Central any employee who has unused vacation days due him/her will be paid for such days at his regular rate of pay.
- D. A reply to a request for a vacation shall be received by the employee within five (5) working days of the request.
- E. The following are recognized Holidays under this Agreement:
- | | |
|------------------|-------------------------|
| New Year's Eve | Labor Day |
| New Year's Day | Thanksgiving |
| President's Day | Day after Thanksgiving |
| Good Friday | Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day | NJEA Convention Day (2) |

In addition, an employee may choose either Martin Luther King Day or Easter Monday as a holiday by advising the Superintendent or Designee of the selection on the first working day in January.

The above list of holidays shall be in lieu of any State or Federal Holiday. In the event that school is in session any day listed above, an alternative day shall be designated for that holiday for all employees.

- F. The employee shall be paid his/her regular scheduled hours at the straight time hourly rate for the jobs to which he/she is regularly assigned for each of these holidays not worked. An employee who is absent without an acceptable excuse, as provided for in Articles XL, XLI and XLII of this Agreement on the scheduled workday immediately preceding or immediately following a holiday shall forfeit the right to be paid for such holiday.

ARTICLE XLI SICK LEAVE

- A. All employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year, whether or not they report for duty on that date.
- B. In the first year of employment, employees hired after July 31st shall be entitled to a pro-rate of the days listed in "A" above based on their initial month of employment. Such days shall be credited upon initial employment.
- C. The Board reserves the right to require a certificate from a doctor in any case where a school employee is absent for three or more consecutive days. In cases when an employee exhibits patterned or chronic absenteeism, a doctor's certificate may be required in order for the employee to be compensated for the day.
- D. All employees shall accrue sick leave from their initial date of continuous employment in the Hunterdon Central High School District.

ARTICLE XLII TEMPORARY LEAVE OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each work year in addition to any sick leave to which the employee is entitled:

- A. Two(2) days leave of absence for personal legal business, or family matters which require absence during work hours. Application to the Director of Operations for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this Section. It is understood that such personal leave shall not be

used to extend vacations, or for household and other routine matter which could otherwise be performed on days when work is not in session. Employees may accumulate one (1) unused personal leave day for use in the following year only.

Personal days shall not be granted immediately preceding or immediately following a vacation or holiday without prior approval. In such cases, the employee shall state the reason for requesting the time. Such leave shall be granted at the discretion of the Director of Operations and shall not be arbitrarily denied.

- B. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, if the employee is required by Law to attend.
- C. One (1) day for the purpose of attending the marriage of a member of the immediate family, defined as children, parents and in-laws.
- D. Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid the difference between his/her regular pay and any pay which he/she receives from the State or Federal Government so there is no loss in pay.

Military leave shall be granted to an employee who is inducted, enlists, or is called into temporary active duty, in any branch of the Armed Forces of the United States for the period of said induction, initial enlistment or temporary active duty.

- E. Up to five (5) days for the purpose of marriage of the employee.
- F. In the event of jury duty, the Board will reimburse an employee with the difference paid for jury duty and his/her salary so there is no loss in pay. An employee who is not selected for a panel or is dismissed by the court is to report to his/her immediate Supervisor provided there remains a minimum of four (4) hours of his/her shift for that day.
- G. One (1) day leave of absence shall be granted as a family illness day.
- H. Other leaves of absence with pay may be granted by the Board for any good reason and extensions or renewals of leaves as outlined above may be granted by the Superintendent upon request.

ARTICLE XLIII EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to an employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

Upon return from this leave an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary scheduled at the level he/she would have achieved if he/she had not been absent. However, credit on the salary schedule for sick leaves taken shall be limited to a maximum of four (4) years.

B. The Board of Education shall provide leaves of absence for any employee of the District whose absence from duties is due to a physical or mental disability in accordance with the provisions listed below.

1. An employee, requesting such leaves who has an actual or anticipated disability shall present to his/her supervisor a written statement from his/her physician (as soon as possible) indicating the nature of the disability, the date or estimated date of actual disability, and the anticipated date of return to work.
2. Prior to returning to work, the employee shall be required to submit a physician's statement that the employee is physically or mentally fit to return to his/her assigned duties.
3. If the District is not satisfied with the statement from the employee's physician, as to disability or return from disability, it may require a review and examination by the school physician or a physician selected by the District. In the event the physician appointed by the District offers a contrary opinion to that of the employee's physician, both parties shall agree that an impartial third physician shall be selected whose medical opinion shall be binding on the issue of physical and mental capacity to continue in the performance and duties. If as a result of such examination, the employee is found to be fit to perform assigned duties, he/she shall do so.

If as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on a mandatory sick leave with such compensation to which he is entitled and disability provisions of this Agreement, under the sick leave and disability provisions Agreement, until a recommendation to return to work is provided to the Board by the third physician.

C. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to employees on the same term and conditions governing leaves of absence for all other disabilities as outlined in "B" above. It is recognized that an employee's maternity leave involves both a disability and a child-care phase.

1. The disability phase is that period of time, both prenatal and postnatal, during which a physician certified in writing inability to work.

The employee shall provide sixty (60) days notice to the Board in writing specifying the date on which she wishes to commence the disability leave and date on which she wishes to return to work after the birth. The employee's accumulated sick leave may be used during the disability phase.

2. The child-care phase is that period of time selected by the employee which follows the disability phase and/or birth of the child. Such maternity leave shall be an unpaid leave of absence and may continue for a maximum of two (2) years. Notification of child-rearing leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.

Any employee adopting a child may receive similar leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.

- D. An employee shall not be advanced on the salary schedule unless he/she has worked at least one hundred thirty (130) days during the contract year in which the leave of absence was taken.
- E. Other leaves of absence without pay may be granted by the Board or by the Superintendent with the approval of the Board for good cause. Such requests shall not be arbitrarily denied.
- F. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a position on the same basis as if he/she had been employed by the Board during the period of his/her absence.
- G. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within sixty (60) days prior to the expiration of such leave.

ARTICLE XLIV SENIORITY

- A. For those employees in the bargaining unit covered by this Agreement, seniority shall be based upon the length of continuous service from the initial month of employment in any combination of positions in the Hunterdon Central Regional High School District. Seniority will be a factor considered by the Board in promotions, demotions and transfers. It is understood that the Board will consider performance as well as efficiency and capability. Seniority will be the only factor for lay-offs and recalls after lay-offs within the unit.
- B. No employee shall acquire any seniority rights until he/she has been continually employed in the Hunterdon County School District for a period of six (6) months. Upon successful completion of this probationary period, seniority shall relate back to the initial month of hire in the Hunterdon Central Regional High School District. Movement on the salary guide will occur only on the July 1st following completion of the 6-month probationary period.
- C. All vacancies and new positions must be posted for five (5) consecutive workdays on the designated Association bulletin boards. The job posting shall include the title, shift, hours, rate of pay, qualifications and the effective date for filling the vacancy.

Any qualified employee from Hunterdon Central Regional High School may apply for any open position to the Human Resource office. All qualified applications from Hunterdon Central Regional High School will be given first consideration.

The Board or its designee will be free to fill the position from within or hire a new employee and will be solely responsible for this selection.

- D. The Director of Operations shall have the right to temporarily transfer employees to meet emergencies and other unusual requirements, and to fill vacancies caused by absences of less than two (2) weeks.

An employee temporarily assigned to work out of his/her classification for more than one (1) hour per day will be paid at his/her normal rate or the rate of the other classification, of the same experience level, whichever is higher.

Out of classification work shall be voluntary and assigned on the rotating seniority basis. If no employee volunteers, the Director of Operations shall assign on a rotating reverse seniority basis, that is, the least senior person shall be the first required to perform the work.

ARTICLE XLV DISCHARGE AND DISCIPLINE

- A. Anyone hired after July 1, 2003, will be required to possess or acquire their Black Seal Boiler Operation's license within one year of the date of employment. Individuals not satisfying this obligation will be terminated from employment provided there has been no attempt to take the boiler licensing course and/or the test or provided the employee has unsuccessfully taken the test three times. The Board of Education may extend this time requirement
- B A probationary employee may be disciplined or dismissed for any reason considered justifiable by the Director of Operations. Notification of discipline or dismissal shall include a written statement of reason for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing a meeting to discuss the termination with the Superintendent. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- C. Violation of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be four (4) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board:

1. Oral reprimand

2. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.
3. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of first serious offense or continued or repeated minor ones.
4. Discharge.

The Board may bypass any step of this procedure based on the offense and record of the employee.

- D. Any warnings issued under the provision of this Article for a first or second offense which does not lead to a third offense shall be removed from the employee's personnel file after twelve (12) months from the date of issue of the last offense warning.
- E. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so advised and may have an Association representative present during such a meeting.
- F. In the event of termination of employment by the employee or by the Board, ten (10) working days notice shall be given.

ARTICLE XLVI RETIREMENT BENEFIT PROGRAM

- A. All full time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the District and who are collecting pension benefits pursuant to Title 18A:66-1 et. seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System" are eligible.
- B. No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.
- C. Each eligible employee shall receive a retirement benefit of one (1) day's salary (a benefit day) for each three (3) days accumulated unused sick leave, but not to exceed fifty-five (55) benefit days. The method of calculating the rate shall be at the hourly rate paid at the time of retirement.
- D. Retirement benefit payments shall be made in a lump sum by January 30 or June 30 following the effective date of retirement. Such payment date shall be at the option of the employee.

- E. July 1, 1988, shall serve as the effective starting date of accumulating unused sick leave days which will qualify for compensation in accordance with the provisions outlined in A through D above.
- F. A stipend of five hundred dollars (\$500) shall be given to a full-time employee who has acquired seventy (70) unused accumulated sick days at the close of the work year in which said employee has accumulated seventy (70) days. The stipend shall be given to any particular employee only once.
- G. A stipend of five hundred dollars (\$500) shall be given to a full-time employee who has acquired one hundred and ten (110) unused accumulated sick days at the close of the school year in which said employee has accumulated one hundred and ten (110) days. The stipend shall be given to any particular employee only once.

ARTICLE XLVII SALARIES

- A. The salaries of all employees covered by this Agreement for the school years 2004-2005, 2005-2006 and 2006-2007 are set forth in Schedule A-1 which is attached hereto and made part hereof.
- B. All employees shall be placed on guide and shall move in accordance with the salary implementation schedule.
- C. First and third shift employees shall be paid on the 15th and 30th of each month. However, second shift employees shall be paid on the 14th and 29th of each month.
- D. When a payday falls on or during a school holiday, a personal vacation day, or weekend, employees shall receive their paychecks on the last previous working day on which the banks are opened, provided the checks are available from the computer.
- E. The Board shall reserve the right to determine initial placement on guide for all new employees except that such placement may not exceed the third step on Custodial/Grounds Guide and the fourth step on the Maintenance Guide.

SCHEDULE A-1

- 1. Step on guide may not reflect years of service
- 2. Promotions: Employees who are promoted from custodian to maintenance will be placed on the lowest step on the maintenance guide.
- 3. Shift Differential: There will be a shift differential of \$.40 per hour increase for second shift. There will be a shift differential of \$.65 per hour increase for the third shift.

4. License Stipends: A stipend will be paid to any Operations staff member who obtains a license, seal, or certificate from the State or Federal level that the Director of Operations deems to benefit the Board contracted job duties. The recognized areas will include the following:

Low Pressure Black Seal (Boiler Operator)
Refrigeration Certifications
Radon Certificates
Backflow Certificates
Electrical License
Plumbers License

2004-2005	2005-2006	2006-2007
\$850/year	\$900/year	\$950/year

After July 1, 1998, any Operations staff member who applies for the license or certificate stipend must have either a New Jersey State of Universal License that authorizes that employee to sign permit applications in his/her respective field.

5. The parties agree that the Board will pre-pay the fee for employees to take the Black Seal training as opposed to the usual procedure for reimbursement that applies to other HCEA members.

Furthermore, if the employees do not complete the training or do not pass the required test, said employee will repay the cost of the training or will have that amount deducted from their pay to compensate the district.

6. The lead person(s) will receive an additional 6.5% of regular salary. The Chief Engineer will receive an additional 6.5% of regular salary.
7. Should the Director lack an adequate number of maintenance vehicles, the Director of Operations may authorize the use of personal vehicles for school use by maintenance employees. Those maintenance employees will receive mileage reimbursement that is established for all district employees on an annual basis. A mileage log will be kept by these employees as a record for reimbursement.
8. A Maintenance employee will receive a \$300 yearly tool allowance per person.
9. It is understood that persons possessing a Black Seal Boiler Operator's License will be included in a rotating building/boiler check and event coverage on the weekend. The event coverage workload will be determined by the Custodial Supervisor. This will not interfere with or usurp any other rotating seniority schedule in place in this contract. However, individuals with said license will be given priority on a seniority basis, to provide coverage during the heating season. Non-licensed staff will be assigned as needed.

GRANDFATHERED MEMBERS:

The following accrued sick days shall be granted toward accumulated sick leave as of July 1, 1998, and shall be in addition to the days granted in Article XLI, A, Sick Leave. Such leave shall not be credited toward the retirement benefit program outlined in Article XVII:

<u>Name</u>	<u>Days</u>
James Hartstall	24
James Masterpol	20

The following employees shall accrue seniority rights as of July 1, 1988, in accordance with Article XLIV, A., Seniority, based on their initial month/year of continuous employment in the Hunterdon Central School District.

<u>Name</u>	<u>Days</u>
James Hartstall	1/77
James Masterpol	12/74

The following employees shall be subject to the provisions of Article XLIV, B, Seniority rights, as of July 1, 1988. Upon successful completion of the probationary period, said employees shall accrue seniority rights in accordance with Article XLIV, A. Seniority based on their initial month/year of continuous employment in the Hunterdon Central School district.

<u>Name</u>	<u>Days</u>
Frank Dudek	3/86
L.C. Cunningham	9/86

ARTICLE XLVI

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2004, and shall continue in effect until June 20, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their prospective Presidents and attested by their respective secretaries.

HUNTERDON CENTRAL
REGIONAL HIGH SCHOOL
EDUCATION ASSOCIATION

HUNTERDON CENTRAL
REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____