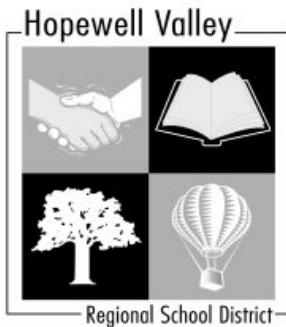


## **COLLECTIVE BARGAINING AGREEMENT**



**BY AND BETWEEN THE**

**HOPEWELL VALLEY REGIONAL  
BOARD OF EDUCATION**

**AND THE**

**HOPEWELL VALLEY  
SECRETARIES ASSOCIATION**

**FOR 2007-2010**

**THIS AGREEMENT**

entered into this July 1, 2007

By and Between

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

and

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

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## **ARTICLE I**

### **RECOGNITION**

- A. The Hopewell Valley Regional Board hereby recognizes the Hopewell Valley Secretaries Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment of all secretaries employed by the Hopewell Valley Regional Board of Education except confidential secretaries, hourly secretaries, substitute secretaries or paraprofessionals.
- B. Unless otherwise indicated, the term "secretaries," when used hereinafter in this Agreement, shall refer to all secretaries represented by the Association in the negotiating unit as above defined.
- C. The parties affirm their intent, as required by existing statutes, to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, or membership in an association with legal activities of any employee organization.
- D. The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above-defined unit.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.
- B. 1. The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting.  
2. Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter proposals or substitute proposals.
- C. The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the employees enumerated in Article I of this agreement. Any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all unit members. This recognition shall not impair the rights of any employee or group of employees under the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.
- D. Negotiations shall be conducted in the Board of Education Administrative Office or at any other mutually acceptable location. The Board shall make available to the Association caucus rooms in which to meet for separate conferences.
- E. Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- F. Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or workday shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.

- G. Neither party shall have any control over the selection of the negotiating representatives of the other party.
- H. One representative for each party shall be the spokesperson-negotiator. Those representatives shall be responsible for all procedural details including fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter proposals, requesting information, and clarification and tentative acceptance of proposals. The spokesperson-negotiators may recognize other members of the negotiating team or call upon resource personnel to present or discuss pertinent data.
- I. Either party shall have the right to call for a caucus or private conference during the course of negotiating sessions; provided, however, that no such caucus or private conference shall be longer than forty-five (45) minutes in duration without mutual agreement.
- J. During negotiations, the Board and the Association shall present data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- K. It is acknowledged and understood that the negotiation teams representing the Association and the Board have been empowered and authorized to discuss all terms and conditions of employment subject to negotiation. It is also understood that the negotiation representatives of the Association and the Board are authorized to reach tentative agreement on the terms and conditions of employment. A tentative agreement shall be reduced to writing. The Board shall complete a draft of the agreement and shall submit it to the Association for ratification. Upon ratification by the Association, the agreement shall be presented to the full Board for ratification at its next public meeting. No agreement shall become effective and binding until it is formally ratified by both parties.
- L. Any issue pertaining to procedures not outlined by this Agreement shall be resolved by the mutual agreement of the parties.
- M. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no way be binding upon either party. With the exception of their use as parole evidence, all subjects, items and matters so discussed shall be without prejudice to either party.
- N. This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

### **ARTICLE III**

## **GRIEVANCE PROCEDURE**

### **A. DEFINITION**

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

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

Further provided: for a grievance to be considered under this procedure, Step One must be commenced by the grievant within thirty (30) calendar days, of either its occurrence or when the grievant could or should have reasonably known of the occurrence. Failure to act shall constitute abandonment.

### **B. PROCEDURE**

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

Step One: If, as a result of the discussion with the principal or immediate supervisor, the matter is not resolved to the satisfaction of the grievant, the grievant may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms

provided. The grievant shall have the right to request an informal hearing before the principal or immediate supervisor upon the form provided. If an informal hearing is not requested by the grievant, the principal or immediate supervisor may conduct such a hearing to assist in the consideration of the grievance. The immediate supervisor shall communicate the decision to the grievant in writing, with reasons, not later than ten (10) school days from the receipt of the written grievance.

Step Two: Not later than ten (10) school days after receipt of the Step One decision, the grievant may appeal the decision to the Superintendent or his/her designee. That appeal must be in writing upon the grievance forms provided, specifying the nature of the grievance, the nature of the injury, loss or inconvenience claimed, the results of prior discussions with the immediate supervisor and the grievant's dissatisfaction with the decision previously rendered. On the grievance form, a hearing may be requested before the Superintendent or his/her designee. If a hearing is not requested by the grievant, the Superintendent or his/her designee may conduct such a hearing to assist in the consideration of the grievance. The Superintendent or his/her designee shall render a written decision not later than fifteen (15) school days from the receipt of the appeal. The written decision shall be sent, with reasons, to the grievant, the principal or immediate supervisor, and the president of the Association.

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

Step Four: If the grievant is not satisfied with the Step Three decision, a request for the appointment of an Arbitrator may be made by the Association within five (5) calendar days of receipt of the Board's decision. A copy of the request shall be forwarded to the Board

Secretary at the same time. The Board and the Association agree to adhere to the rules of the American Arbitration Association or the Public Employment Commission in the selection and the performance of the Arbitrator. The selection of AAA or PERC is to be decided by the moving party. The Arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else; he/she can add nothing to nor subtract anything from, nor modify in any way, this Agreement between the parties. All proceedings shall be conducted in the Board of Education Administrative Office or at any other mutually agreeable location.

## C. GENERAL PROVISIONS

### 1. Time Periods

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

### 2. Procedures

- a. No employee shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that a grievance has been filed. All employees shall continue to comply with directives or Board policies as requested by the Superintendent and/or administrators until the grievance is properly and finally determined.
- b. Forms for filing grievances and requests for review are referenced to in this Agreement and no grievance shall be processed unless the forms are utilized. See Appendix A.
- c. All hearings conducted under this grievance procedure shall be conducted in private and in confidence. Details of these proceedings shall be available only to persons needing such information in the performance of official duties.

- d. In the event that a grievance involves more than one employee and only one supervisor, those employees processing the grievance shall comply with the grievance procedure as outlined above.
- e. If a grievance involves a group of employees who do not have a common principal or immediate supervisor or one employee with more than one immediate supervisor, the grievance shall be processed in accordance with Step One before one of the principals or immediate supervisors involved selected by the Superintendent.
- f. If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- g. No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- h. All documents, communications and records original to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Representation

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

4. Costs

- a. Each party will bear the total cost incurred by them.

- b. The fees and expenses of the arbitration are the only costs to be shared equally by the parties.

## **ARTICLE IV**

### **BOARD RIGHTS**

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

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

## **ARTICLE V**

### **SECRETARIES' RIGHTS**

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, the parties agree that every employee of the Board shall have the right freely to organize, join and support the Association, the New Jersey Education Association, and the National Education Association for the purpose of engaging in collective negotiations concerning the terms and conditions of his or her employment.
- B. Nothing contained herein shall be construed to deprive any secretary in the Hopewell Valley Regional School District of any rights now enjoyed by secretaries as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.
- C. Whenever any secretary is required to appear before the Board of Education, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that secretary in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- D. No secretary shall be subjected to disciplinary action, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth. This provision shall not be construed to pertain to a decision by the Board not to re-employ a non-tenured secretary.
- E. A secretary must have at least 48 hours to read over his/her observation or evaluation before the conference is held.
- F. No material derogatory to a secretary's conduct, character or personality shall be placed in his/her personnel file unless the secretary has had an opportunity to review the material. Secretaries shall also have the right to submit a written answer to such material within ten (10) days following the conference. His/her answer shall be reviewed by the Superintendent and attached to the file copy. This material may be removed from the secretary's file after three (3) years.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS**

- A. During negotiations, the Board and the Association shall present data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- B. The Association shall have the right before the opening of school or after the close of school on school days not beyond 6:00 p.m., to use school and office equipment as may be in each school upon reasonable notice to and approval by the building principal or his designee, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it. No equipment shall be removed from the school building. All use of computer equipment shall be subject to and consistent with district policies governing the use of such equipment as a means of communication.

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

- C. The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the business administrator, who shall have the authority to approve a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall, upon request, reimburse the Board for such expense, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof.
- D. No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement.
- E. The Association shall be permitted the use of one bulletin board located in the lounge on the second floor of the Administrative Building for the purpose of posting official Association meetings. The size of this board shall not exceed 3 ft. x 3 ft. in size. No posting of Association notices or other information to the members of the Association should be permitted anywhere else in the district.

- F. The Association may distribute to secretaries within the school buildings, by use of the existing school mailbox facilities, materials dealing with appropriate and legitimate business of the Association. The Association shall have the right to utilize such interschool distribution facilities as may exist; provided, however, that in no case shall the Board be liable for any loss or damage, which may result to any materials so distributed by the Association.
- G. At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational efforts nor will the Association permit the use of students as couriers either inside or outside of school buildings.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the secretaries, and to no other organizations.
- I. Representation Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per-capita cost of services rendered by the Association as majority representative.

Amount of Fee - Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by nonmembers up to 85% of the regular dues will be determined by the Association in accordance with the law and the change(s) therefore being brought to the attention of the Board for verification purposes by the Association.

#### Deduction and Transmission of Fee

- 1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- 2. Payroll Deduction Schedule - The Board will deduct the representation fee 30 days after the employee begins his/her employment.
- 3. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the NJEA guidelines and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
5. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

## **ARTICLE VII**

### **WORK YEAR/WORK DAY**

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

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

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

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

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

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

Ten (10) month secretaries shall be compensated at the rate of 10/12th of the salary guide, as set forth in Appendix A attached to this Agreement. Part-time secretaries shall be compensated on a pro-rata basis by time worked according to the base salaries set forth in these Schedules. Both of the foregoing provisions shall be implemented according to their express terms, notwithstanding any past practice or prior agreement to the contrary.

## **ARTICLE VIII**

### **HOLIDAY SCHEDULE**

- A. All holidays are scheduled only if classes are not in session.

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

Independence Day  
Labor Day

Christmas Day  
New Year's Day

Rosh Hashanah (floating)	Martin Luther King Day
Yom Kippur	President's Day
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

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

- B. All secretaries shall be entitled to two days to attend the N.J.E.A. Convention, as provided for in 18A:31-2.
- C. In the event that it is necessary for a secretary to work on any of the above holidays, the secretary will be entitled to a day of vacation in lieu of the day worked.
- D. Employees of the bargaining unit shall be entitled to a holiday on Christmas Eve in any year in which the district's administrative assistants are given off on that day.

## **ARTICLE IX**

### **SENIORITY**

Seniority shall be defined as the number of full-time years an employee has worked in the district in a position recognized by this Agreement. All part-time service in such a position shall be combined to determine the number of full-time years.

If the Board reduces the number of secretaries, such reduction shall be made based on seniority and job description requirements. If vacancies occur, secretaries who meet the job description requirements shall be recalled based upon the inverse order of layoff and the overall needs of the district.

The names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of two (2) years beyond the termination date. The affected unit members shall be notified by mail when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks of acceptance or forfeits his/her right to the position. If the affected employee refuses employment in a position equal to the position held at the time of the R.I.F., the employee's name shall be removed from the recall list.

## **ARTICLE X**

### **VACATION SCHEDULE**

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

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

- C. After three (3) years of service, twelve-month secretaries will be entitled to an additional three (3) full days of vacation during the winter or spring vacation, and after five (5) years of service, twelve-month secretaries will be entitled to an additional one full day of vacation during the winter or spring vacation.
- D. Ten-Month Secretaries. During the first full or partial year of employment, ten-month secretaries shall earn one (1) day of vacation for each month of service. During the school year following the first full or partial year of employment, secretaries employed on a ten-month basis shall be eligible for twelve (12) vacation days. When a secretary moves from a ten-month position to a twelve-month position, any credited but unused vacation shall be carried forward and used in the new position hour for hour.
- E. Part-time Secretaries. Part-time secretaries shall be eligible for vacation on a pro-rata basis in accordance with the applicable provision for ten- or twelve-month secretaries, as the case may be. Vacation leave for part-time secretaries shall be computed on a pro-rata basis commensurate with the proportion of actual hours worked to full-time employment. This means that in calculating vacation time for part-time secretaries, the employee workday shall determine vacation time hour for hour. When a secretary moves from a part-time position to a ten- or twelve-month full-time position, any credited but unused vacation shall be carried forward and used in the new position hour for hour.
- F. Vacation Scheduling. Vacation times shall be scheduled to coordinate with the work schedule of the District and shall be subject to the approval of the immediate supervisor and the superintendent. All vacations shall normally be used only when classes are not in session. However, a secretary, with the approval of the immediate supervisor and the superintendent, may use a maximum of five (5) consecutive earned vacation days when school is in session. In addition, in unusual circumstances, a secretary, with the approval of the immediate supervisor and the superintendent, may use an additional five (5) consecutive days of accumulated vacation during school sessions, provided that such additional usage shall not interfere with the

operational necessities of the unit to which the secretary is assigned or of the district as a whole.

- G. Holidays. Holidays under Article VIII falling within a secretary's approved vacation period shall not be counted as a vacation day.
- H. Vacation Carry-over. Up to ten (10) days of unused vacation days earned in one work year may be accrued and carried over for use in the next following work year. Such vacation days shall be available for use as such only during the next following work year, and if not used that year, it shall be lost. Effective July 1, 2001, in the event of an employee's retirement in accordance with the rules of the Public Employees Retirement System or in the event of the employee's death, unused carried over and unused current vacation shall be paid to the employee or the employee's estate, as the case may be, in cash at the employee's then current rate.

## **ARTICLE XI**

### **SALARY**

- A. For each of the fiscal years covered by this Agreement and for each of the prior fiscal years to which this paragraph shall apply under the terms of the underlying Settlement Agreement, the annual salary of each employee of this unit shall be computed as follows:
1. The minimum salary of the job title held by the employee shall be computed by multiplying the numerical position factor assigned to the job title times the base salary figure for the year being computed. The job title of Senior Secretary shall refer only to a secretary who heretofore has been eligible for and received education or longevity credits under the terms of previous collective bargaining agreements. The designations PT1 and PT2 shall refer to employees who work part time in ten month or half time positions. For the term of this Agreement, the numerical position factors are:

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

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

<u>Fiscal Year</u>	<u>Base Salary Figure</u>
2006-2007	\$ 31,792
2007-2008	\$ 33,064
2008-2009	\$ 34,469
2009-2010	\$ 35,934

2. The maximum salary of the job title held by the employee shall be computed by multiplying the minimum salary for that position, as determined in step 1 above, by the factor of 1.35 (135%).
3. The employee's annual salary for the fiscal year immediately preceding the year under computation, adjusted to include any retroactivity settlement payments called for above, shall be divided by the maximum salary for the position, and the result expressed as a percentage of the maximum.
4. The resulting numerical percentage of maximum shall determine the percentage amount of the employee's increase in accordance with the following chart in each fiscal year,

provided that no salary shall exceed the maximum established for the job title pursuant to paragraph 2 above:

**Salary Increase Chart**

% of Maximum	Increase %		
	2006-2007	2007-2008	2008-2010
00.00 to 49.99%	4.30%	4.50%	4.75%
50.00 to 79.99%	4.25%	4.40%	4.65%
80.00 to 84.99%	4.20%	4.30%	4.55%
85.00 to 89.99%	4.15%	4.25%	4.50%
90.00 to 94.99%	4.10%	4.20%	4.35%
95.00 to 99.99%	4.00%	4.00%	4.20%
100.00%	0.00%	0.00%	0.00%

5. No employee shall be newly hired into a position within the bargaining unit at an annual salary higher than the 25<sup>th</sup> percentile of the applicable range.
- B. Salary checks will be issued on the fifteenth and last day of the month, unless the fifteenth or the last day falls on a Saturday, Sunday or holiday, in which case the checks will be issued on the preceding school day. Unit members will have the option of having direct deposit of their checks to the bank of their choice.
- C. The Board Secretary will make deductions from salary for those secretaries desiring participation in the tax sheltered annuity programs administered by the New Jersey Division of Pensions and the program of the Metropolitan Life Insurance Company, Siracusa Benefits Program and Primerica, AXA/Equitable upon authorization by the secretaries. This procedure is intended solely as a convenience for the secretaries and implies no liability for the Board of Education beyond the proper performance of the deductions.
- D. The Board Secretary will make deductions from the salary for those secretaries desiring participation in the Mercer County Credit Union. This procedure is intended solely as a convenience for the secretaries and implies no liability for the Board beyond the proper performance of the deductions.
- E. The Assistant Superintendent shall be responsible for seeing that all newly appointed secretaries receive a copy of the Collective Bargaining Agreement for Secretaries.
- F. The Board of Education will reimburse all secretaries for authorized mileage incurred for use of their personal auto for official school business at the prevailing rate in the district as established by the Board of Education.
- G. Secretaries employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:

1. Courses are related to the secretarial field, but need not be college accredited.
2. Courses must be approved in advance by the Superintendent of Schools.
3. Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.
4. Not more than six (6) credits or the equivalent of two (2) courses per fiscal year shall be reimbursed.
5. Tuition reimbursement shall not exceed the prevailing The College of New Jersey rate for a three (3)-credit course. It is understood that reimbursement shall be for course registration, required books, workbooks, etc to meet course proficiencies.

Supplemental materials, vehicle registration and student fees are non-refundable items. Documentation is needed for reimbursement.

- H. The Board shall establish a tax qualified salary reduction plan, under the terms of which each employee may, by affirmative election, choose to apply cash compensation to fund an individual medical expense spending account and/or a dependent care spending account. The Association shall designate a representative to consult with the Board on the preparation and implementation of the plan.

## **ARTICLE XII**

### **SICK LEAVE**

- A. A secretary is entitled to one sick day per month for the length of his/her contract without loss of pay. All days not used shall be cumulative. The Board of Education may require a physician's certificate to be filed with Human Resources in the case of sick leave claimed.
- B. Family Leave

The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.

- C. If a secretary should suffer an extended illness and has exhausted all current and accumulated sick leave time, he/she may request additional sick leave which request shall be considered by the Board of Education on a case-by-case basis.
- D. When a secretary retires from active duty in accordance with the Public Employees Retirement System requirements after fifteen (15) years of service in this school district, the Board of Education will pay the secretary for unused sick leave days at the following rates and to the following maximums:

During 2007-2008, \$52 per day to a maximum of \$7,800;  
During 2008-2010, \$54 per day to a maximum of \$8,100.

A secretary must have twenty-five (25) or more of unused sick leave days to qualify for this benefit. The employee has the option of receiving such payment after January 1<sup>st</sup> of the year following retirement.

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

## **ARTICLE XIII**

### **PERSONAL LEAVE**

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

1. Serious illness in immediate family. Immediate family shall mean spouse/civil union partner, child, mother, father, or a relative who lives within the household of the staff member.
2. Absence due to death in non-immediate family. Non-immediate family shall mean grandparents, grandchild, niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter or son-in-law not living in the household of the staff member. Absence in such cases shall be allowed with pay for the day of the funeral.
3. Death in the immediate family. Immediate family shall mean spouse/civil union partner, child, mother, father, brother, sister, mother-in-law, father-in-law, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.
4. Legal Request - Absence from school by reason of subpoena or legal process required by law shall be allowed, provided the legal papers are reviewed with the Superintendent of Schools.
5. Personal Reasons:
  - a. Non-Cumulative:
    1. Marriage of employee (3 days)
    2. Graduation - the day of graduation of the employee, spouse/civil union partner or their children (one day per year).
    3. Final examination for a degree.
    4. Marriage in immediate family (one day per year).
  - b. Cumulative:

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

## **ARTICLE XIV**

## **EMPLOYMENT NOTIFICATION PROCEDURES**

- A. Vacancies – The President of the Association shall be provided with a copy of any notice inviting employment application for any secretarial vacancy within the district, and shall be provided with notice of the name, guide placement, and effective date when any such vacancy in the unit is filled. Such notices of vacancy shall also be posted in each building. Such notices shall state the location of the position and will indicate the closing date for receiving applications from within the school system. All candidates from within the bargaining unit meeting basic requirements for the vacant position will be eligible to apply for the position and will be given an opportunity for an interview. In filing such vacancies, consideration shall be given to qualified secretaries employed by the Board of Education.
- B. Secretaries shall be notified at least two (2) weeks in advance of any change or elimination of his/her position.
- C. Resignation
  - 1. Secretaries who are resigning from their position shall give the normal two weeks notice.
  - 2. Earned vacation shall be paid to a secretary with at least one (1) year of continuous service in the district according to the proportion of full months worked to the total contract year if proper notification is given.

## **ARTICLE XV**

### **INSURANCE AND HEALTH**

- A. Health Insurance. The Board shall arrange for group health insurance coverage to be available to members of this bargaining unit in accordance with the following terms.
1. Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.
  2. Coverages will be available in the following plans:
    - a. the current Horizon BC/BS Direct Access Plan, which shall include a \$15 office co-pay, a deductible of \$150/\$300, and out-of-network coinsurance of 60%.
    - b. the current Aetna Flex 5 Plan.
    - c. the current Aetna Value Plus Plan but with co-pays increased to \$15.00 on July 1, 2008.
    - d. the Aetna Premier \$2 Plan but only until June 30, 2008. This plan shall be eliminated effective June 30, 2008.
    - e. Any other change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
  3. Major medical coverage under the point of service plan shall contain a \$10,000 stop loss which will provide a maximum out of pocket medical expense cost per year.
  4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
  5. Employee contributions to each year's health insurance premium shall be as follows, with the Board paying the balance:

<u>Coverage level:</u>	<u>Single</u>	<u>H-W/CUPs</u>	<u>P/C</u>	<u>Family</u>
Direct Access 2007-2010	3.9%	15.0%	13.4%	19.1%
Aetna Premier in 07-08	0.0	\$192.92	0.0	0.0
All other Aetna in 07-08	0.0%	0.0%	0.0%	0.0%
All Aetna in 08-09	3.0%	5.0%	5.0%	5.0%
All Aetna in 09-10	3.0%	5.0%	5.0%	5.0%

- B. Prescription Drug Insurance. The Board shall arrange for group prescription drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms.
1. Coverage shall be made available and premiums quoted for the categories: individuals, husband & wife/civil union partners, parent and child, and family,
  2. Effective July 1, 2008, the co-pay for each prescription covered shall be \$20 Brand Name/\$10 Generic/\$5 Mail-order.

3. The Blue Cross Prescription Drug Plan is approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
  4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
  5. The premium cost of the prescription drug insurance shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- C. Dental Insurance. The Board shall arrange for full family group dental insurance coverage to be available to members of this bargaining unit in accordance with the following terms.
  1. Coverage will be available under the current Blue Cross/Blue Shield Dental Program, a “traditional” plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as “Managed Dental Care”, a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as “Total Care”, a facility based HMO style plan. These plans are approved for use in satisfaction of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
  2. Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at 80%.
  3. Orthodontia shall be covered as provided in the Managed Dental Care and Total Care plans providing for 50% and 100% coverage respectively.
  4. All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected. Employees may select the particular plan desired upon open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract 20 hours or more per week to be considered eligible for this dental insurance coverage.
  5. The premium cost of the dental insurance plan shall be borne ninety-five (95%) percent by the Board and five (5%) by the employee.
- D. Retired Employees. Any employee who retires from the district may continue any of the above health insurance benefits if available from the carrier. Employees shall be responsible for payment premium costs at the available group rate.
- E. Waiver of Insurance Coverage
  1. Subject to the limitations of this section and the requirement of the approved carriers, active

2. In the case of active employees who have maintained coverage for at least one calendar year, for each month during the term of this contract that the waiver is in effect, the district shall pay an amount equal to 25% of the monthly premium costs of the waived coverage. In the case of active employees who have maintained district-sponsored health and/or prescription insurance coverage for less than one calendar year, active employees who prior to the date of ratification of this agreement have informally waived such coverage, and new employees, the monthly payment shall be at the rate of 25% of the monthly premium cost for single coverage under the plan(s) waived. The Aetna Flex Plan shall be deemed the plan waived by any employee who has never participated in health coverage.
3. Payment shall be made monthly by (a) paying said amount into the employee's 125 flexible spending plan, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying same to the employee. Employees will be responsible for any federal or state taxes due as a result of the payment option selected.
4. The foregoing waiver option shall be available to a limit of ten (10) employees of the bargaining unit at any time, in the order that fully completed application papers are received by the Benefits Administrator but subject to the following priorities. In the event that applications in excess of the ten (10) person limit are received, then eligibility will be established in the following order: first, those employees hired before May 1, 2007 who prior to that date declined district provided coverage; second, those employees hired before May 1, 2007 who have as of the date of application been enrolled in a plan to be waived for at least six months in the order of longest enrollment duration; and third, all other employees, in order of seniority of employment in the bargaining unit. In the event that more employees apply for the waiver benefit than the limit of ten (10), those employees shall be placed on a waiting list and offered the benefit in the order described above when and if the number of active waivers falls below the applicable limit.
5. The award of each individual's benefit shall last as long as his or her waiver is in effect, he or she remains an employee of the district and this contract or its successor containing this plan is in effect. In the event an employee wishes to reenroll to obtain insurance coverage by foregoing the waiver benefit, he/she may do so at any time.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

- A. Any individual contract between the Board and an individual secretary covered by this Agreement, 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.

- B. Copies of this Agreement shall be duplicated, the Board and the Association sharing the expenses incurred, within thirty (30) days after the Agreement is signed. It will be presented to all secretaries now employed or hereafter employed during the duration of this contract.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter or certified mail at the following addresses:

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

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

- D. Children of current and future employees may be accepted in accordance with the district's normal practices for enrolling out of district residents, but in no event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration provision of this Agreement.
- E. This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.
- F. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XVII**

### **DURATION**

- A. This Agreement shall be effective on and as of July 1, 2007 and shall remain in effect until June 30, 2010, superseding any and all previous agreements between the parties, except as otherwise provided for herein.

- B. This Agreement shall not be extended orally and it is expressly understood and agreed that it shall expire on the date indicated.

**ARTICLE XVIII**  
**SIGNATURES**

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the within Agreement, consisting of 34 pages, on the 13<sup>th</sup> day of December 2007.

HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION

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Mel Myers, President

Attest: \_\_\_\_\_  
Robert Colavita, Board Secretary

## HOPEWELL VALLEY SECRETARIES' ASSOCIATION

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Susan Ewart, President

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Judy Kelly, Vice President

Attest: \_\_\_\_\_  
JoAnn Thomson, Secretary

## APPENDIX A

### HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT GRIEVANCE REPORT

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

**Name of Grievant:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_  
**Building:** \_\_\_\_\_ **Date filed:** \_\_\_\_\_

#### Step I

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance: \_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
Signature: \_\_\_\_\_
- C. Disposition by Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_
- D. Position of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Step II

- A. Date Received by Superintendent or Designee: \_\_\_\_\_  
B. Disposition of Superintendent or Designee: \_\_\_\_\_  
  
Signature: \_\_\_\_\_
- C. Position of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Step III

- A. Date Received by President of Board or Designee: \_\_\_\_\_  
B. Disposition of Board: \_\_\_\_\_  
  
Signature: \_\_\_\_\_
- C. Position of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Step IV

- A. Date Submitted to Arbitration: \_\_\_\_\_  
B. Disposition and Award of Arbitrator: \_\_\_\_\_