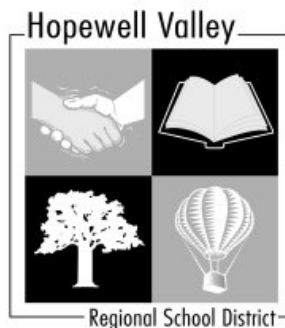


# COLLECTIVE BARGAINING AGREEMENT



BY AND BETWEEN THE

HOPEWELL VALLEY REGIONAL  
BOARD OF EDUCATION

AND THE

HOPEWELL VALLEY EDUCATION  
SUPPORT PROFESSIONALS ASSOCIATION

FOR

July 1, 2011 through June 30, 2012

and

July 1, 2012 through June 30, 2015

**NOTE:** The HVESPA was established through a merger of the HVCA, HVSA, and HVSSA negotiations units. The Board and the HVESPA jointly created this document by combining the HVCA, HVSA, and HVSSA Agreements covering the 2007-10 and 2010-11 school years. The parties agree that this document will be used as the base line for negotiations of a successor HVESPA Agreement.

**THIS AGREEMENT**

entered into this September 5, 2012

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 EDUCATION SUPPORT PROFESSIONALS 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".

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**ARTICLE I**

**RECOGNITION**

1.1 The Hopewell Valley Regional Board of Education hereby recognizes the Hopewell Valley Education Support Professionals Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment for the following personnel under contract with the Board:

- Secretary
- Paraprofessional
- Custodian
- Grounds Maintenance Person
- Maintenance Worker
- Head Night Custodian
- Head Day Custodian-Elementary
- Head Day Custodian-Middle School
- Head Day Custodian-Night Custodian
- Trades Person-Carpenter
- Trades Person-Electrician
- Trades Person-Plumber
- Trades Person-Mechanic
- Trades Person-HVAC Mechanic
- Trades Person-Grounds
- Skilled Craftsperson

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

1.2. The Association does not represent part-time employees, summer employees or any other employees not listed above. [Custodial/maintenance only]

1.3 Unless otherwise indicated, the term “employee(s)” when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined.

1.4 The parties affirm their intent, as required by existing statutes, to follow policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, or membership in an association with legal activities of any employee organization.

1.5 The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above defined unit.

## ARTICLE II

### NEGOTIATION PROCEDURE

- 2.1 The parties agree to enter into collective negotiations concerning the terms and conditions of employment for a successor agreement in accordance with the laws of the State of New Jersey. Upon notification of intention to enter into collective negotiations by either party, the Board shall establish a mutually agreeable meeting date with the President of the Association.
- 2.2 The parties agree to commence negotiations no later than February 1. Proposals shall be exchanged at the initial meeting.
  - 2.2.1 Proposals, not submitted in the original exchange, shall not be a subject for consideration or discussion unless they are counter proposals or substitute proposals.
- 2.3 The Board recognizes the Association as the exclusive representative for purposes of collective negotiation concerning the terms and conditions of employment for the employees enumerated in Article I of this agreement. Any changes or modification to this Agreement, or any new Agreement so negotiated, shall apply to all unit members as outlined in the Agreement unless otherwise specified. This recognition shall not impair the rights of any employee or group of employees under the Constitution of the State of New Jersey, or any applicable law or State administrative regulation now or hereafter enacted or promulgated.
- 2.4 Negotiations shall be conducted in the Board of Education Administrative Office or at any other mutually acceptable location. The Board shall make available to the Association caucus rooms in which to meet for separate conferences.
- 2.5 Dates for conducting negotiations shall be fixed by mutual agreement; provided, however, that no negotiating session shall be recessed without having agreed upon a new date upon which said negotiations shall be reconvened, and further provided that in no event shall said negotiations be recessed for a period in excess of thirty (30) calendar days unless extended by mutual agreement.
- 2.6 Times for commencement of negotiating sessions shall be fixed by mutual agreement. Negotiating sessions shall not be conducted during usual school or business hours. A negotiating session conducted during evening hours preceding a school or workday shall be terminated at 11:15 p.m. or as soon thereafter as is reasonable. It is the intent and purpose of this section to permit the parties to preserve continuity and permit recapitulation and confirmation of understandings prior to recessing negotiations.
- 2.7 Neither party shall have any control over the selection of the negotiating representatives of the other party.
- 2.8 One representative for each party shall be the spokesperson-negotiator. Those representatives shall be responsible for all procedural details including fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter proposals, requesting information, and clarification and tentative acceptance of proposals. The spokesperson-negotiators may recognize other members of the negotiating team or call upon resource personnel to present or discuss pertinent data.
- 2.9 Either party shall have the right to call for a caucus or private conference during the course of negotiating sessions; provided, however, that no such caucus or private conference shall be longer than forty-five (45) minutes in duration without mutual agreement.

- 2.10 During negotiations, the Board and the Association shall present data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- 2.11 Any issue pertaining to procedures not outlined by this Agreement shall be resolved by the mutual agreement of the parties.
- 2.12 All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement shall in no way be binding upon either party. With the exception of their use as parole evidence, all subjects, items and matters so discussed shall be without prejudice to either party.
- 2.13 This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 3.1 DEFINITION

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

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

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

#### 3.2 PROCEDURE

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

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

Step Two: Not later than ten (10) school days after receipt of the Step One decision, the grievant may appeal the decision to the Superintendent or 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: It 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 PERO is to be decided by the moving party. The Arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else; he/she can add nothing to nor subtract anything from, nor modify in any way, this Agreement between the parties. All proceedings shall be conducted in the Board of Education Administrative Office or at any other mutually agreeable location.

### 3.3 GENERAL PROVISIONS

#### 3.3.1 Time Periods

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

3.3.1.2 If the grievant fails to proceed to the next level within the time period specified, the grievance shall be deemed abandoned and the most recent decision shall be considered binding. If a decision is not rendered within the prescribed period of time at Steps One or Two, the grievance may automatically proceed to the next step.

3.3.1.3 When the grievance procedure extends into or occurs during the summer, 'school day' shall be construed to be 'calendar days' exclusive of Saturday, Sunday, and holidays.

#### 3.3.2 Procedures

3.3.2.1 No employee shall have the right to refuse to follow an administrative directive or Board policy upon the grounds that a grievance has been filed. All employees shall continue to comply with directives or Board policies as requested by the Superintendent and/or administrators until the grievance is properly and finally determined.

- 3.3.2.2 Forms for filing grievances and requests for review are referenced to in this Agreement and no grievance shall be processed unless the forms are utilized. See Appendix A.
- 3.3.2.3 All hearings conducted under this grievance procedure shall be conducted in private and in confidence. Details of these proceedings shall be available only to persons needing such information in the performance of official duties.
- 3.3.2.4 In the event that a grievance involves more than one employee and only one supervisor, those employees processing the grievance shall comply with the grievance procedure as outlined above.
- 3.3.2.5 If a grievance involves a group of employees who do not have a common principal or immediate supervisor or one employee with more than one immediate supervisor, the grievance shall be processed in accordance with Step One before one of the principals or immediate supervisors involved selected by the Superintendent.
- 3.3.2.6 If the Association files a grievance, it shall comply with the grievance procedure as outlined above.
- 3.3.2.7 No reprisals shall be taken by the Board or Administration against any party in interest in the grievance procedure by reason of such participation.
- 3.3.2.8 All documents, communications and records original to the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.4 Representation
  - 3.4.1 Following the filing of a written grievance at Step One, an employee may be represented at all stages of the procedure by him/her self or a representative of his/her choosing.
  - 3.4.2 The grievant shall have the right to legal counsel at all stages of the grievance procedure as outlined above. Legal counsel for the Board of Education may be in attendance at any stage of the grievance procedure.
  - 3.4.3 The Association may have a representative present at grievance hearings held in accordance with Step One herein. The Association shall have a representative present at grievance hearings held in accordance with Steps Two through Four herein.
- 3.5 Costs
  - 3.5.1 Each party will bear the total cost incurred by them.
  - 3.5.2 The fees and expenses of the arbitration are the only costs to be shared equally by the parties.

## **ARTICLE IV**

### **BOARD RIGHTS**

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

- 4.1 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment;
- 4.2 To hire, direct, promote, transfer, assign and retain employees in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
- 4.3 To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
- 4.4 To decide upon the forms and methods of work;
- 4.5 To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
- 4.6 To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, and to establish work rules after consultation with the Association.

## ARTICLE V

### EMPLOYEES' RIGHTS

- 5.1 Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, the parties agree that every employee of the Board shall have the right freely to organize, join and support the Association, the New Jersey Education Association, and the National Education Association for the purpose of engaging in collective negotiations concerning the terms and conditions of his or her employment.
- 5.2 Nothing contained herein shall be construed to deprive any employee in the Hopewell Valley Regional School District of any rights now enjoyed by employees as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitation Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974, commonly known as the New Jersey Employer-Employee Relations Act.
- 5.3 Whenever any employee is required to appear before the Board of Education, or any Committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- 5.4 No employee shall be subjected to disciplinary action, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth. This provision shall not be construed to pertain to a decision by the Board not to re-employ a non-tenured secretary. **[secretaries only]**
- 5.5 An employee must have at least 48 hours to read over his/her observation or evaluation before the conference is held.
- 5.6 An employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction. Requests shall be made within fifteen (15) working days of the date on which the employee was formally notified of the reduction in rank or job classification. **[custodial/maintenance only]**
- 5.7 Whenever an employee is involuntarily transferred to a new work site or a different shift on a permanent basis, the employee shall be notified at least ten (10) working days in advance of the date of transfer. Such notification shall be in writing and shall include the reasons for the transfer. **[custodial/maintenance only]**
- 5.8 No material derogatory to an employee's conduct, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. Employees shall also have the right to submit a written answer to such material within ten (10) days following the conference. His/her answer shall be reviewed by the Superintendent and attached to the file copy. This material may be removed from the employee's file after three (3) years. **[secretaries and paraprofessionals only]**

## ARTICLE VI

### ASSOCIATION RIGHTS

6.1 During negotiations, the Board and the Association shall present data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

6.2 The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the building principal or his designee, who shall have the authority to approve a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities custodial services or any other service, the Association shall, upon request, reimburse the Board for such expense, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof.

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

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

6.3 No meeting, hearing or conference as defined, specified or provided for in the within agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement.

6.4 The Association shall be permitted the use of one bulletin board located in 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.

6.5 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.

- 6.6 At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational efforts nor will the Association permit the use of students as couriers either inside or outside of school buildings.
- 6.7 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the secretaries, and to no other organizations.
- 6.8 Representation Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per-capita cost of services rendered by the Association as majority representative.

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

6.9 **Deduction and Transmission of Fee**

- 6.9.1 **Notification** - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- 6.9.2 **Payroll Deduction Schedule** - The Board will deduct the representation fee 30 days after the employee begins his/her employment.
- 6.9.3 **Mechanics** - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees will follow the NJEA guidelines and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- 6.9.4 **Changes** - The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- 6.9.5 **New Employees** - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

**ARTICLE VII**

**WORK YEAR/WORK DAY**

**(SECRETARIES)**

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

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

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

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

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

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

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.

**(PARAPROFESSIONALS)**

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

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

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

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

- 7.4 Paraprofessionals' work year shall be those days that school is in session.

- 7.5 Effective July 1, 2013, the Paraprofessionals' work year shall be those days that school is in session, plus one additional day at the beginning of the school year, to be used for in-service training, which shall take place prior to the first day of school for students on one of the days used for teacher in-service programs. Also, effective July 1, 2013, Paraprofessionals shall be permitted to leave work 15 minutes after student dismissal on days of early dismissal for students, when teachers have in-service training or conferences.

**(CUSTODIAL/MAINTENANCE)**

7.6 Daily Work Hours

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

- 7.6.2 Work Shift - Eight hours of work, exclusive of a 30 minute lunch period, shall constitute a work shift. All employees who were employed prior to January 1, 1999 shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. A regular shift shall mean one that commences on Monday and ends on a Friday.

All employees hired on or after January 1, 1999 shall be subject to working an alternate shift, which shall commence on a Tuesday and end on a Saturday. Employees who were employed prior to January 1, 1999 may voluntarily accept such alternative shift for an agreed upon duration, which agreement shall not subject the employee to further mandatory alternate shift work.

Changes to an employee's working hours shall be by mutual agreement whenever possible.

The parties agree to continue the existing practice of implementing a four-day work week during the summer months, which has the effect of creating a longer shift. Such summer schedule shall not be deemed to violate this agreement.

7.7 Call Time and Overtime

- 7.7.1 Any employee called to return to work by the Superintendent or his designee, after his regularly scheduled shift, shall be paid a minimum of two hours.

Employees who are called in prior to the normal start of their scheduled shift for special activities such as elections, snow removal, and special building uses shall be compensated for the time actually worked. Employees working such early call-in time may take time off at the end of their shift in lieu of other compensation with the approval of the Director of Facilities.

- 7.7.2.1 Overtime: Defined as any time spent at regular duties or other assigned duties either before/after regular daily work hours.

- 7.7.2.2 Overtime to be paid at the rate or time and one-half the employee's regular hourly rate of pay based upon the total contract salary, for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the forty hours, a holiday as defined in Section D of this article shall count as an eight-hour (8-hour) day.

- 7.7.2.3 Employees, eligible for overtime payment in any pay period, shall not have such payment reduced as a result of using accumulated sick leave.

- 7.8 Any employee, who in pursuance of assigned duties is required to travel from one location to another during the course of a school day, shall be reimbursed at the District approved rate per mile. This does not apply to travel within the District to attend meetings.



**ARTICLE VIII**

**HOLIDAY SCHEDULE**

**(SECRETARIES)**

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

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

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

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

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

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

**(CUSTODIAL/MAINTENANCE)**

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

8.5 Scheduled holidays are:

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

Total 13

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

8.7 Custodial/ maintenance employees shall work half days on the day before the beginning of Christmas and the New Year holiday whenever the buildings are closed.

8.8 Holiday and Sunday Compensation

All work performed on holidays and Sundays shall receive compensation at the double time rate, except when classes are in session. All work performed on holidays and Sundays when classes are in session shall receive compensation at the straight time rate, and shall entitle the employee to additional vacation time, hour for hour, which shall be taken according to the provisions governing vacation usage.

**ARTICLE IX**

**VACATION SCHEDULE**

**(SECRETARIES)**

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

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

<u>Years of Service Completed as of 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

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

9.4 Ten-Month Secretaries. During the first full or partial year of employment, ten-month secretaries shall earn one (1) day of vacation for each month of service. During the school year following the first full or partial year of employment, secretaries employed on a ten-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.

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

9.6 Vacation Scheduling. Vacation times shall be scheduled to coordinate with the work schedule of the District and shall be subject to the approval of the immediate supervisor and the superintendent. All vacations shall normally be used only when schools are not in session. However, a secretary, with the approval of the immediate supervisor and the superintendent, may use a maximum of five (5) consecutive earned vacation days when school is in session. In addition, in unusual circumstances, a secretary, with the approval of the immediate supervisor and the superintendent, may use an additional five (5) consecutive days of accumulated vacation during school sessions, provided that such additional usage shall not interfere with the operational necessities of the unit to which the secretary is assigned or of the district as a whole.

9.7 Holidays. Holidays under Article VIII falling within a secretary's approved vacation period shall not be counted as a vacation day.

9.8 Vacation Carry-over. Up to twelve (12) days of unused vacation days earned in one work year may be accrued and carried over for use in the next following work year. Such vacation days shall be available for use as such only during the next following work year, and if not used that year, it shall be lost. Effective July 1, 2001, in the event of an employee's retirement in accordance with the rules of the Public Employees Retirement System or in the event of the employee's death, unused carried over and unused current vacation shall be paid to the employee or the employee's estate, as the case may be, in cash at the employee's then current rate.

**(CUSTODIAL/MAINTENANCE)**

9.9 Vacation Schedule

9.9.1 Vacation eligibility shall be determined as of July 1st of each year.

9.9.2 Vacation times shall be scheduled to coordinate with the work schedule of the district and shall be subject to the approval of the Director of Facilities, and subject to review by the Superintendent. Requests for vacation scheduling, shall be made at least five (5) days in advance of the first date requested, except in cases of emergency. Management will respond to vacation requests within two business days after actual receipt of same.

9.9.3 Employees shall be eligible for vacations on the following basis:

<u>Years of Service Completed as of July 1</u>	<u>Days of Vacation</u>
0-1	1 day earned for each month worked prior to July 1, not to exceed 10 days.
1-3	12
4-6	13
7-9	16
10-12	19
13-15	21
over 15	23

9.9.4 During the initial month of employment, if work commences on or before the 15th of the month, a creditable month of service will be earned for the purpose of computing vacation allowance.

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

9.9.6 An employee may use a maximum of five (5) days earned vacation when school is in session, with the approval of the Director of Facilities, which approval shall depend on coverage needs and shall not be unreasonably withheld.

9.9.7 Up to twelve (12) days of unused vacation days earned in one year may be accrued and carried over for use in the following year. Such vacation days shall be available for use as such only during the next following work year, and if not used that year those days shall be lost. In the event of an employee's retirement in accordance with the rules of the Public Employees Retirement System or in the event of the employee's death, unused carried over and unused current vacation shall be paid to the employee or the employee's estate, as the case may be, in cash at the employee's then current rate.

## ARTICLE X

### SECRETARIAL SENIORITY

- 10.1 Seniority shall be defined as the number of full-time years an employee has worked in the district in a position recognized by this Agreement. All part-time service in such a position shall be combined to determine the number of full-time years.
- 10.2 If the Board reduces the number of secretaries, such reduction shall be made based on seniority and job description requirements. If vacancies occur, secretaries who meet the job description requirements shall be recalled based upon the inverse order of layoff and the overall needs of the district.
- 10.3 The names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of two (2) years beyond the termination date. The affected unit members shall be notified by mail when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks of acceptance or forfeits his/her right to the position. If the affected employee refuses employment in a position equal to the position held at the time of the R.I.F., the employee's name shall be removed from the recall list.

## **ARTICLE XI**

### **SICK LEAVE**

- 1.1 An employee 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 the Department of Human Resources in the case of sick leave claimed.
- 1.2 Family Leave. The Board shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.
- 1.3 If an employee should suffer an extended illness and has exhausted all current and accumulated sick leave time, he/she may request additional sick leave which request shall be considered by the Board of Education on a case-by-case basis, as per NJSA 18:A30-6.
- 11.4 When an employee retires from duty in accordance with the Public Employees Retirement System requirements after fifteen (15) years of service in this school district, the Board of Education will pay the employee for unused sick leave days at the following rates and to the following maximums:

- Secretaries - \$54.00 per day up to a maximum of \$8,100.00
- Paraprofessionals - \$8.00 per hour up to a maximum of \$5,600.00
- Custodial/Maintenance - \$44.00 per day not to exceed \$4,400.00

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

- 11.5. During the initial month of employment, if work commences on or before the 15<sup>th</sup> of the month, a credible month of service will be earned for the purpose of computing sick leave.

**ARTICLE XII**

**SALARY**

**(CUSTODIAL/MAINTENANCE)**

12.1 For each of the fiscal years of this Agreement, the annual salary of each employee of this unit shall be computed as follows:

12.1.1 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. For the term of this Agreement, the numerical position factors are:

<u>Job Title</u>	<u>Position Factors</u>
Custodian	1.0
Grounds Maintenance Person	1.1
Maintenance Worker	1.1
Head Night Custodian	1.2
Head Day Custodian - Elementary	1.2
Head Day Custodian - Middle School	1.2
Head Day Custodian - High School	1.3
Trades Person/Carpenter	1.3
Trades Person/Electrician	1.3
Trades Person/Plumber	1.3
Trades Person/ Mechanic	1.3
Trades Person/HVAC Mechanic	1.3
Trades Person/Grounds	1.3
Skilled Craftsperson	1.4

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

<u>Fiscal Year</u>	<u>Base Salary Figure</u>
2007-2008	\$34,827
2008-2009	\$36,569
2009-2010	\$38,397

12.1.2 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 1.25 (125%).

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

12.1.4 The resulting numerical percentage of maximum shall determine the percentage amount of the employee's increase in accordance with the following guide, provided that no salary shall exceed the maximum established for the job title pursuant to paragraph 2 above:

Salary Increase Chart

<u>% of Maximum</u>	<u>Increase %</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
00.00 to 49.99%		\$1200.00	2.4%	2.2%	2.2%
50.00 to 79.99%		\$1200.00	2.4%	2.2%	2.2%
80.00 to 84.99%		\$1200.00	2.4%	2.2%	2.2%

85.00 to 89.99%	\$1200.00	2.4%	2.2%	2.2%
90.00 to 94.99%	\$1200.00	2.4%	2.2%	2.2%
95.00 to 99.99%	\$1200.00	2.4%	2.2%	2.2%
100.00%	\$1200.00	2.4%	2.2%	2.2%

- 12.1.5 When an employee is promoted to a job title having a higher position factor, the employee's new salary shall be computed by comparing the old salary to the maximum salary of the new job title, expressing the result as a percentage of the maximum, and applying the corresponding increase percentage from the Salary Increase Chart in paragraph 4 to the old salary. The promoted employee shall be eligible for a salary increase that may thereafter become due in the new title.
- 12.1.6 Salary checks will be issued on the fifteenth and last day of the month unless the fifteenth or last day falls on a Saturday or Sunday or holiday, in which case the checks will be issued on the preceding school day.
- 12.1.7 The Board Secretary will make deductions from salary for those employees desiring participation in the tax sheltered annuity programs administered by the New Jersey Division of Pensions and the program of the Kemper Insurance Group Fidelity Life Association, upon authorization by the employee. This procedure is intended solely as a convenience for the employees and implies no liability for the Board beyond the proper performance of the deductions.
- 12.1.8 Unit members will have the option or having direct deposit of their checks to the bank of their choice.
- 12.1.9 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.

**(PARAPROFESSIONALS)**

12.2 Salary. 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:

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

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

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	\$ 18,356
2007-2008	\$ 18,907
2008-2009	\$ 19,474
2009-2010	\$ 20,059

12.2.2 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 1.61 (161%.)

12.2.3 The employee's annual salary for the fiscal year immediately preceding the year under computation, adjusted to include any retroactivity settlement payments called for in the settlement underlying this agreement, shall be divided by the maximum salary for the position, and the result expressed as a percentage of the maximum.

12.2.4 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 %			
	2011-2012	2012-2013	2013-2014	2014-2015
00.00 to 49.99%	\$1200.00	2.4%	2.2%	2.2%
50.00 to 79.99%	\$1200.00	2.4%	2.2%	2.2%
80.00 to 84.99%	\$1200.00	2.4%	2.2%	2.2%
85.00 to 89.99%	\$1200.00	2.4%	2.2%	2.2%
90.00 to 94.99%	\$1200.00	2.4%	2.2%	2.2%
95.00 to 99.99%	\$1200.00	2.4%	2.2%	2.2%
100.00%	\$1200.00	2.4%	2.2%	2.2%

12.2.5 Salary checks will be issued on the fifteenth (15) and last day of the month unless the fifteenth (15) or the last day falls on a Saturday, Sunday or holiday, in which case the checks will be issued on the preceding school day.

12.2.6 Unit members will have the option of having direct deposit of their checks to the bank of their choice.

12.2.7 The Board Secretary will make deductions from salary for those Paraprofessionals desiring participation in the tax-sheltered annuity programs administered by the New Jersey Division of Pensions and Siracusa, Metropolitan Life Insurance Company, Valic Insurance Company, Primerica, Copeland Company, and Vanguard, upon authorization by the Paraprofessionals. This procedure is intended solely as a convenience for the Paraprofessionals and implies no liability for the Board of Education beyond the proper performance of the deductions.

12.2.8 The Board Secretary will make deductions from the salary for those Paraprofessionals desiring participation in the Mercer County Credit Union. This procedure is intended solely as a convenience for the Paraprofessionals and implies no liability for the Board beyond the proper performance of the deductions.

- 12.2.9 The district shall be responsible to provide each new paraprofessional with a copy of the Collective Bargaining Agreement and materials describing the Health Benefits offerings provided for in this Agreement.
- 12.2.10 Paraprofessionals will be reimbursed for travel expenditures for official school business at the rate established by the Board of Education for use of a personal auto. For out of district travel, they will also be reimbursed for tolls, parking charges, meals, or other direct travel expenses, if any, subject to approval of the Superintendent.
- 12.2.11 Paraprofessionals employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:
- 12.2.11.1 Courses are related to the Paraprofessional's field, but need not be college accredited.
  - 12.2.11.2 The Superintendent shall review any proposed course reimbursement in light of the professional development needs of the paraprofessional and the district, and shall approve reimbursement for such courses as he/she determines will serve both such needs.
  - 12.2.11.3 Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.
  - 12.2.11.4 Not more than six (6) credits or the equivalent of two (2) courses per year shall be reimbursed.
  - 12.2.11.5 Tuition reimbursement shall not exceed the prevailing rates at the College of New Jersey for a three (3) credit course. It is understood that reimbursement shall be for course registration, required books, workbooks, etc. to meet course proficiencies. Supplemental materials, vehicle registration, mileage and parking, and student fees are non-refundable items. Documentation is needed for all reimbursements.
- 12.2.12 A lay off shall be deemed to have taken place when the Board through the Superintendent, has determined that the number of paraprofessionals covered by this agreement shall be reduced.
- 12.2.12.1 In the event of any reduction in force (R.I.F.), district-wide seniority (the Board appointment date of employment within this paraprofessional group) shall apply, along with the overall needs of the district. Any reduction shall be accomplished in accordance with the following procedure:
    - 12.2.12.1.1 The unit members affected by such a reduction shall have seniority rights over the last hired unit members.
    - 12.2.12.1.2 Seniority is defined as the paraprofessional's total length of service with the employer, beginning with his/her original date of hire within the unit.
    - 12.2.12.1.3 A paraprofessional with service interrupted by voluntary resignation, termination or leaves of absence in excess of three (3) months shall have the amount of time not worked deducted from his/her seniority. A paraprofessional shall not lose seniority time for an approved leave of absence without pay for up

to three (3) months and time lost for this reason shall accrue toward continuous service. Time lost due to cases of injury involving workers' compensation shall not be part of this provision and time lost for this reason shall accrue toward continuous service.

- 12.2.12.1.4 If a question arises concerning two or more paraprofessionals hired on the same date, the seniority preference shall be determined by the Superintendent.
- 12.2.12.1.5 In all cases of reduction in force (R.I.F.), recall shall begin with the paraprofessional with the greatest amount of seniority in this unit. Names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of two (2) years beyond the termination date. Unit members on this list shall be given preference for any future vacancies. The affected unit members shall be notified by mail when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks from the date of acceptance, or forfeits his/her right to the position. If the affected paraprofessional refuses employment in a position equal to the position held at the time of the R.I.F., the paraprofessional's name shall be removed from the recall list.
- 12.2.12.2 If a lay off is scheduled by the Board, the Association shall be so notified in writing by the Superintendent.
- 12.2.12.3 A list of paraprofessionals who may be affected by the layoff shall be provided to the Association.
- 12.2.12.4 Upon rehire, paraprofessionals shall have prior service credit restored.
- 12.2.13 The Board shall establish a tax qualified salary reduction plan, under the terms of which each paraprofessional may, by affirmative election, choose to apply cash compensation to fund an individual medical expense spending account and/or a dependent care spending account. The Association shall designate a representative to consult with the Board on the preparation and implementation of the plan.
- 12.2.14 In addition to the salary specified in section A of this Article, the Board may pay a stipend of up to 10% of said salary when an paraprofessional of the unit (a) has special training as defined herein and (b) utilizes such training and the resultant skills to satisfy the specific requirement of an IEP of a special education student or students on assignment by the Director of Pupil Services, and (c) the assigned student has extreme behavior issues, is in need of behavior analysis, and floor time or physical restraint. No Paraprofessional shall be required to undertake such training or an assignment requiring such training. The obligation to pay such stipend shall extend only so long as the paraprofessional is assigned by the Director to satisfy such requirement, but the paraprofessional shall be paid the stipend through the end of the pay period succeeding the pay period during which the assignment is terminated when such an assignment terminates for reasons other than the paraprofessional's resignation from such assignment. Special training shall mean the completion of an IEP required course of study at (1) the Katzenbach School of dealing with hearing- impaired students, (2) the Eden Institute for behavioral management of autistic students, (3) the Douglas Development Center for behavioral management of autistic students, (4) Mercer County Special Services School District for behavior management, intervention training and

dealing with significantly disabled children in an inclusive setting, or (5) such other institution and course as may from time to time be proposed by the Director and agreed to by the Association in writing.

- 12.2.15 In addition to the salary specified in section A of this Article, the Board may pay a stipend of up to 5% of said salary when a paraprofessional of the unit is assigned to one or more special education students who have toileting issues or who need to be lifted or carried. The obligation to pay such stipend shall extend only so long as the paraprofessional is assigned by the Director to satisfy such requirement, but the paraprofessional shall be paid the stipend through the end of the pay period succeeding the pay period during which the assignment is terminated when such an assignment terminates for reasons other than the paraprofessional's resignation from such assignment.

**(SECRETARIES)**

- 12.3 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:

- 12.3.1 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

- 12.3.2 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%).
- 12.3.3 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.

12.3.4 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	2011-2012	2012-2013	2013-2014	2014-2015
00.00 to 49.99%	\$1200.00	2.4%	2.2%	2.2%
50.00 to 79.99%	\$1200.00	2.4%	2.2%	2.2%
80.00 to 84.99%	\$1200.00	2.4%	2.2%	2.2%
85.00 to 89.99%	\$1200.00	2.4%	2.2%	2.2%
90.00 to 94.99%	\$1200.00	2.4%	2.2%	2.2%
95.00 to 99.99%	\$1200.00	2.4%	2.2%	2.2%
100.00%	\$1200.00	2.4%	2.2%	2.2%

12.3.5 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.

12.3.6 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.

12.3.7 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.

12.3.8 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.

12.3.9 The Assistant Superintendent shall be responsible for seeing that all newly appointed secretaries receive a copy of the Collective Bargaining Agreement for Secretaries.

12.3.10 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.

12.3.11 Secretaries employed by the district are eligible for tuition reimbursement for professional improvement courses provided that:

12.3.11.1 Courses are related to the secretarial field, but need not be college accredited.

12.3.11.2.1.1 Courses must be approved in advanced by the Superintendent of Schools.

12.3.11.3 Courses must be successfully completed. Where grades are provided, a grade of "B" or higher must be attained.

- 12.3.11.4 Not more than six (6) credits or the equivalent of two (2) courses per fiscal year shall be reimbursed.
- 12.3.11.5 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.
- 12.3.11.6 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 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:

- 13.1 Serious illness in immediate family. Immediate family shall mean spouse, child, mother, father, or a relative who lives within the household of the staff member.
- 13.2 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.
- 13.3 Death in the immediate family. Immediate family shall mean spouse, 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.
- 13.4 Legal Request. Absence from school by reason of subpoena or jury service by summons will be allowed.
- 13.5 Personal Reasons:
  - 13.5.1 Non-Cumulative:
    - 13.5.1.1 Marriage of employee (3 days)
    - 13.5.1.2 Graduation - the day of graduation of the employee, spouse or his/her child (one day per year).
    - 13.5.1.3 Final examination for a degree.
    - 13.5.1.4 Marriage in immediate family (one day per year).
  - 13.5.2 Cumulative

Request by an employee for three days of 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

#### (CUSTODIAL/MAINTENANCE)

#### 14.1 Notification

#### 14.2

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

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

14.1.2 A written notice that such employment shall not be offered

#### 14.2 Termination Pay

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

#### 14.3 Resignation

14.3.1 An employee who is resigning from his position shall give the normal two weeks' notice.

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

14.4 An individual contract can be terminated by either party by two weeks written notice.

14.5 In the event of any reduction in force (R.I.F.), categorical seniority, the Board appointment date of employment within the employment categories set forth in Article I, shall apply, along with the overall needs of the district. Any reduction shall be accomplished in accordance with the following procedure:

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

14.5.2 Seniority is defined as the employee's total length of service within the category, beginning with his/her original date of hire within the category. If an employee has moved from one category to another during the full term of employment in the district, seniority shall accrue from the starting date in each category.

14.5.3 An employee with service interrupted by voluntary resignation, termination or leaves of absence in excess of three (3) months shall have the amount of time not worked deducted from his/her seniority. An employee shall not lose seniority time for an approved leave of absence without pay for up to three (3) months and time lost for this reason shall count toward continuous service. Time lost due to cases of injury involving worker's compensation shall accrue toward continuous service.

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

14.5.5 In all cases of reduction in force R.I.F., recall shall begin with the employee with the greatest amount of seniority in the employment category. Names of those terminated due to a reduction in force shall be placed on a "recall list" for a period of one (1) year beyond the termination date. Unit members on this list shall be given preference for vacancies in any unit category for which they are qualified, provided that no individual is on the recall list in



that category irrespective of seniority. The affected unit members shall be notified by certified mail, return receipt requested, mailed to the unit member's last address on record with the board secretary's office, when a vacancy or new position becomes available. He/she then has two (2) weeks to accept the position and to commence work within three (3) weeks from the date of acceptance, or forfeits his/her right to the position. If the affected employee refuses employment in a category equal to the category held at the time of the R.I.F., the employee's name shall be removed from the recall list.

**(SECRETARIES)**

- 14.6 Vacancies – The President of the Association shall be provided with a copy of any notice inviting employment application for any secretarial vacancy within the district, and shall be provided with notice of the name, 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.
- 14.7 Secretaries shall be notified at least two (2) weeks in advance of any change or elimination of his/her position.
- 14.8 Resignation
- 14.8.1 Secretaries who are resigning from their position shall give the normal two weeks' notice.
- 14.8.2 Earned vacation shall be paid to a secretary with at least one (1) year of continuous service in the district according to the proportion of full months worked to the total contract year if proper notification is given.

**(PARAPROFESSIONALS)**

- 14.9 **Vacancies** – All Paraprofessionals covered by this Agreement shall be notified of any Paraprofessional vacancy within the district. Such notice shall set forth the location and level of the position and will indicate the closing date for receiving applications from within the school system. All candidates meeting basic requirements will be eligible to apply for the position-vacancy and will be given an opportunity for an interview. In filling such vacancies, consideration shall be given to qualified Paraprofessionals employed by the Board of Education.
- 14.10 **Resignation** – Paraprofessionals who are resigning from their position shall give the normal two-weeks' notice.

**ARTICLE XV**

**PROMOTIONS AND VACANCIES**

**(CUSTODIAL/MAINTENANCE)**

- 15.1 Notices of vacancy in positions included in Article I shall be posted in each building at least one week before the closing date for applications. Such notice shall set forth the location and level of the position and will indicate the closing date for receiving applications from within the school.
- 15.2 All candidates meeting basic requirements will be eligible to apply for the position – vacancy and will be given an opportunity for an interview. The administration reserves the right of requesting from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position – vacancy.
- 15.3 When a vacancy occurs in a head building custodial position, an applicant with a fireman’s license and a minimum of one (1) years’ experience in the district shall be given an one hundred and twenty (120) day working trial period as a head building custodian prior to seeking an outside candidate. If more than one (1) applicant requests the position, the Board or its designee may select the one for the trial period prior to seeking an outside candidate.
- 15.4 Any employee who is designated by the Director of Facilities to serve temporarily as a head night custodian or head building custodian and who satisfactorily serves more than fifteen (15) working days in such position shall from the sixteenth (16<sup>th</sup>) working day of such service be compensated at a salary calculated pursuant to Article XII, A.5., as if the employee had been promoted to such position. Employees serving a working trial period under paragraph C, shall be eligible for compensation under this paragraph after the fifteenth (15<sup>th</sup>) day of such service.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- 16.1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status. **[Custodial/Maintenance only]**
- 16.2 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 16.3 Copies of this Agreement shall be duplicated, the Board and the Association sharing the expense equally, within thirty (30) days after the Agreement is signed. It will be presented to all employees now employed or hereafter employed during the duration of this contract.
- 16.4 Whenever any notice is required to be given by either of the to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter, certified mail, or hand receipt at the following addresses:
- If by Association, to the Board at 425 South Main Street, Pennington, NJ 08534.
- If by Board, to the Association at the President's permanent address.
- 16.5 The currently enrolled children and children enrolled during the 2001-2002 school year, of employees of this unit who were employed on or before June 30, 2002, may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of ten percent (10%) of the established tuition rate within the Hopewell Valley Regional School District. Any children of presently incumbent employees enrolled on or before 9/1/93 may continue on the same basis as provided in previous collective bargaining agreements. Siblings of any currently enrolled children of employees who were employed on or before June 30, 2002, may be allowed to attend school within the Hopewell Valley Regional School District upon the payment of tuition in the amount of twenty-five percent (25%) of the established tuition rate within the Hopewell Valley Regional School District. In all cases where tuition is paid, such payment must be made by payroll deduction authorized by the district employee. Children of present and future employees not qualifying for the above benefit may be accepted in accordance with the district's normal practices for enrolling out of district residents, but in no event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration provision of this Agreement.
- 16.6 Children of current and future employees may be accepted in accordance with the district's normal practices for enrolling out of district residents, but in no event shall the district be responsible for any portion of the tuition or transportation costs of such students. This paragraph shall not be subject to the arbitration provision of this Agreement.
- 16.7 Any employee, who in the course of assigned duties is required to travel from one location to another during the course of a school day, shall be reimbursed at the District approves rate per mile. This shall not apply to travel within the District to attend meetings.

This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XVII**

**HEALTH INSURANCE**

**(SECRETARIES)**

The following version of Paragraph A shall be in effect from July 1, 2011 through August 31, 2012:

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 employees who have maintained district-sponsored health and/or prescription insurance coverage for a least one calendar year, active employees who prior to the date of ratification of this agreement have informally waived such coverage, and new employees shall have the option to waive either health or prescription coverage or both. Employees electing such waiver must provide proof of having comparable coverage elsewhere.
  2. In the case of active employees who have maintained coverage for a 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 in 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.

### HEALTH INSURANCE

#### (PARAPROFESSIONALS)

The following version of Paragraph A shall be in effect from July 1, 2011 through August 31, 2012:

The sidebar agreement memorializing existing practices regarding the calculation of premium contributions previously executed by the parties shall remain in effect.

- 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. Coverage 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 (Patriot) 5 Plan but with co-pays increased to \$10 effective July 1, 2008.
    - 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:

Coverage level:	Single	H-W/CUPs	P/C	Family
Direct Access 2007-2008	3.9%	15.0%	13.4%	19.1%
Direct Access 2008-2010	3.0%	7.0%	7.0%	9.0%
Aetna Premier in 07-08	\$0.00	\$190.92	\$0.00	\$0.00
All other Aetna in 07-08	0.0%	0.0%	0.0%	0.0%
All Aetna in 08-09	3.0%	3.0%	3.0%	3.0%
Aetna Value plus in 09-10	3.0%	3.0%	3.0%	3.0%
Aetna Flex (Patriot) in 09-10	3.0%	4.0%	4.0%	4.0%

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: individual, 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. Coverages will be available under the current Blue Cross/Blue Shield Dental Program, a "traditional" plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as "Managed Dental Care," a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as "Total Care," a facility based HMO style plan. These plans are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.



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 during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 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%) percent 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. Waiver Eligibility. An eligible employee may waive health or prescription insurance. An employee shall be deemed eligible (1) upon submission of a written request for waiver, and (2) upon submission of acceptable proof that the employee has insurance coverage elsewhere that is substantially similar to the plan being waived, and (3) upon achieving eligibility status under the limits and priority provisions of this section.
  2. Waiver Limits and Priority. No more than twelve employees of this bargaining unit shall be eligible for waiver at any one time. Applications shall be considered in the order received. In the event that pending applications exceed this limit, eligibility will be determined in the following order or priority:
    - a. those employees hired before the effective date of this section who prior to that date declined district provided coverage without waiver compensation.
    - b. those employees hired before December 1, 2007 who have, as of the date of application, been enrolled in the plan to be waived for at least six months, in the order of longest enrollment duration;
    - c. those employees hired before December 1, 2007 who have been enrolled in the plan to be waived since first becoming eligible to enroll in same;
    - d. all other employees who have prior to the effective date of this section, have been enrolled in the plan to be waived;
    - e. those employees hired after the effective date of this section who request waiver from the date of hire; and
    - f. all other employees of the unit.
  3. Duration of Waiver. The award of each individual's waiver benefit shall remain in effect so long as the employee's waiver is legally effective, the employee remains employed in good standing, and for the duration of this contract. Employees may rescind the waiver and reenroll in district plans at any time, consistent with carrier enrollment requirements.

4. Waiver Benefit Value. The amount of the waiver benefit shall be equal to twenty-five (25%) percent of the premium under this contract for the plan(s) actually waived. For employees eligible under section 2(a) above and employees hired after the effective date of this section, the amount of waiver benefit shall be equal to twenty-five (25%) percent of the single coverage premium under this contract for the Aetna Patriot plan if health insurance is waived, and twenty-five (25%) percent of single coverage.
5. Time and Method of Payment. Waiver benefit payments shall be made beginning in the first pay period after the first full calendar month for which an employee has in fact waived a coverage and shall be paid pro rata. Payments shall be made bimonthly according to the regular payroll schedule and at the employee's option, may be (a) paid to 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 shall be responsible for any federal or state taxes due as a result of the payment option selected.

**HEALTH INSURANCE**

**(CUSTODIAL/MAINTENANCE)**

The following version of Paragraph A shall be in effect from July 1, 2011 through August 31, 2012:

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:
  - the current Horizon BC/BS Direct Access Plan;
  - the current Aetna Flex 5 Plan, but with co-pays increased by \$5.00 on July 1, 2008;
  - the current Aetna Value Plus Plan, but with co-pays increased by \$5.00 on July 1, 2008.
3. The Aetna Premier \$2 plan shall be eliminated effective June 30, 2007. Any other 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. *declined* 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%
All Aetna in 2007-2008	3.0%	3.0%	3.0%	3.0%
All Aetna in 2008-2009	3.0%	5.0%	5.0%	5.0%
All Aetna in 2009-2010	3.0%	7.0%	7.0%	7.0%

6. Subject to the limitations of this section and the requirement of the approved carriers, employees shall have the option to waive district coverage of health insurance. 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 for the Aetna Flex Plan Single Coverage by (a) paying said amount into the employee's 125 flexible spending plan without cost to the employee, or (b) contributing said amount to an existing tax-sheltered annuity account, or (c) paying same to the employee. Note that employees will be responsible for any federal or state taxes due under options (b) or (c). This waiver option shall be available to a limit of 5 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 5 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 district provided coverage; second, those employees hired before May 1, 2007 who have as of the date of application been in 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 5, 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. The award of each individual's benefit shall last as long as his or her waiver is in effect; he or she remains an employee of the district; and this contract or its successor containing this plan is in effect. In the event an employee wishes to re-enroll to obtain insurance coverage by foregoing the waiver benefit, he/she may do so at any time.

**B. Prescription Drug Insurance**

The Board shall arrange for group prescription drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

1. Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.
2. Effective July 1, 2007, 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 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.

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 during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 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%) percent 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.

**HEALTH INSURANCE**

**(SECRETARIES/PARAPROFESSIONALS/CUSTODIANS)**

The following version of Paragraph A shall be in effect September 1, 2012:

**17.1 Health Insurance.**

- 17.1.1 The parties agree to change medical coverage to the School Employees Health Benefits Program (SEHBP).
- 17.1.2 The change will occur as soon as possible
- 17.1.3 The Direct 15 plan will be the base plan. Employees who wish to take more expensive coverage will pay the full cost of the difference in premium, in addition to any other contribution required by law.
- 17.1.4 The Board reserves the right to change carrier and leave the SEHBP. In that event, the new carrier's plan shall not be required to match the benefits in the SEHBP plan, but must provide benefits equal to or better than the medical coverage in effect during the 2011-12 school year.
- 17.1.5 Any part-time employee who had District medical coverage in 2011-12, but will not qualify for coverage in the SEHBP due to the SEHBP rules, will have the opportunity to accept a position eligible for benefits effective September 1, 2012. The employee must notify the Administration of his/her acceptance of a full-time position by the date specified by Administration.
- 17.1.6 Employee contributions are to be consistent with the rules of the SEHBP as well as with existing statutes.

**17.2 Prescription Drug Insurance.** The Board shall arrange for group prescription drug insurance coverage to be available to members of this bargaining unit in accordance with the following terms.

- 17.2.1 Coverage shall be made available and premiums quoted for the categories: individual, husband & wife/civil union partners, parent and child, and family.
- 17.2.2 Effective July 1, 2008, the co-pay for each prescription covered shall be \$20 Brand Name/\$10 Generic/\$5 Mail-order.
- 17.2.3 The Blue Cross Prescription Drug Plan is approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
- 17.2.4 All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected.
- 17.2.5 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.
- 17.3 **Dental Insurance.** The Board shall arrange for full family group dental insurance coverage to be available to members of this bargaining unit in accordance with the following terms.
- 17.3.1 Coverages will be available under the current Blue Cross/Blue Shield Dental Program, a "traditional" plan known as Direct Dental Network. In addition, coverage shall be made available under the Blue Cross/Blue Shield plan known as "Managed Dental Care," a preferred provider style plan, and under the Blue Cross/Blue Shield plan known as "Total Care," a facility based HMO style plan. These plans are approved for use in satisfaction of this coverage requirement for the term of the Agreement. Any change or substitution of plan during the term of this Agreement must be mutually agreed upon between the Board and the Association.
- 17.3.2 Services covered under the Direct Dental Network and heretofore reimbursed at 70% shall for the duration of this Agreement be reimbursed at 80%.
- 17.3.3 Orthodontia shall be covered as provided in the Managed Dental Care and Total Care plans providing for 50% and 100% coverage respectively.
- 17.3.4 All employee contributions to premium shall be paid by payroll deduction and/or section 125 medical spending account disbursement, which shall be authorized by each employee at the time coverage is selected. Employees may select the particular plan desired during open enrollment periods by filling out appropriate enrollment forms. An employee must be employed by contract for 20 hours or more per week to be considered eligible for this dental insurance coverage.
- 17.3.5 The premium cost of the dental insurance plan shall be borne ninety-five (95%) percent by the Board and five (5%) percent by the employee.
- 17.4 **Retired Employees.** Any employee who retires from the district may continue any of the above health insurance benefits if available from the carrier. Employees shall be responsible for payment premium costs at the available group rate.
- 17.5 **Waiver of Insurance Coverage. [Paraprofessionals only]**

- 17.5.1 Waiver Eligibility. An eligible employee may waive health or prescription insurance. An employee shall be deemed eligible (1) upon submission of a written request for waiver, and (2) upon submission of acceptable proof that the employee has insurance coverage elsewhere that is substantially similar to the plan being waived, and (3) upon achieving eligibility status under the limits and priority provisions of this section.
- 17.5.2 Waiver Limits and Priority. No more than twelve employees of this bargaining unit shall be eligible for waiver at any one time. Applications shall be considered in the order received. In the event that pending applications exceed this limit, eligibility will be determined in the following order or priority:
- 17.5.2.1 those employees hired before the effective date of this section who prior to that date declined district provided coverage without waiver compensation.
- 17.5.2.2 those employees hired before December 1, 2007 who have, as of the date of application, been enrolled in the plan to be waived for at least six months, in the order of longest enrollment duration;
- 17.5.2.3 those employees hired before December 1, 2007 who have been enrolled in the plan to be waived since first becoming eligible to enroll in same;
- 17.5.2.4 all other employees who have prior to the effective date of this section, have been enrolled in the plan to be waived;
- 17.5.2.5 those employees hired after the effective date of this section who request waiver from the date of hire; and
- 17.5.2.6 all other employees of the unit.
- 17.5.3 Duration of Waiver. The award of each individual's waiver benefit shall remain in effect so long as the employee's waiver is legally effective, the employee remains employed in good standing, and for the duration of this contract. Employees may rescind the waiver and reenroll in district plans at any time, consistent with carrier enrollment requirements.
- 17.5.4 Waiver Benefit Value. The amount of the waiver benefit shall be equal to twenty-five (25%) percent of the premium under this contract for the plan(s) actually waived. For employees eligible under section 2(a) above and employees hired after the effective date of this section, the amount of waiver benefit shall be equal to twenty-five (25%) percent of the single coverage premium under this contract for the Aetna Patriot plan if health insurance is waived, and twenty-five (25%) percent of single coverage.
- 17.5.5 Time and Method of Payment. Waiver benefit payments shall be made beginning in the first pay period after the first full calendar month for which an employee has in fact waived a coverage and shall be paid pro rata. Payments shall be made bimonthly according to the regular payroll schedule and at the employee's option, may be (a) paid to 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 shall be responsible for any federal or state taxes due as a result of the payment option selected.

## 17.6 Waiver of Coverage [Secretaries only]

- 17.6.1 Subject to the limitations of this section and the requirement of the approved carriers, active employees who have maintained district-sponsored health and/or prescription insurance coverage for a least one calendar year, active employees who prior to the date of ratification of this agreement have informally waived such coverage, and new employees shall have the option to waive either health or prescription coverage or both. Employees electing such waiver must provide proof of having comparable coverage elsewhere.
- 17.6.2 In the case of active employees who have maintained coverage for a 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.
- 17.6.3 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.
- 17.6.4 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 in 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.
- 17.6.5 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 XVIII**

**DURATION**

- 18.1 This Agreement shall be effective on and as of July 1, 2011 and shall remain in effect until June 30, 2015, superseding any and all previous agreements between the parties, except as otherwise provided for herein.
- 18.2 This Agreement shall not be extended orally and it is expressly understood and agreed that it shall expire on the date indicated.



HOPEWELL VALLEY REGIONAL SCHOOL DISTRICT

GRIEVANCE REPORT

- 1. Distribution of form: a. Superintendent b. Principal c. 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: \_\_\_\_\_

SALARY GUIDE

[CUSTODIAL/MAINTENANCE]

1. All members of this unit who were full time employees and holding a Black Seal license on and as of June 28, 1996 shall receive an annual stipend in the amount of \$ 1,000. In the event that an individual grandfathered under this provision holds a Black Seal license, but declines an assignment requiring such license, this stipend will be discontinued as of the date the employee decides to withhold his/her availability for Black Seal duties.
2. The Board may designate certain assigned positions as requiring a Black Seal license, and except for individuals grandfathered under paragraph 1, the Board shall be obliged to pay an annual stipend of \$1,000 only to employees holding such license who are assigned to the designated positions requiring this license.
3. An employee holding a valid sewerage license and who performs duties as assigned by the Board requiring the use of said license shall be paid an annual stipend of \$1,000.
4. An employee holding a valid pesticide, insecticide, or fungicide applicator's license or any combination thereof and who performs duties as assigned by the Board requiring the use of said license, shall be paid an annual stipend of \$1,000.
5. An employee holding a refrigerant recovery license issued by the DEP and who performs duties as assigned by the Board requiring the use of said license shall receive an annual stipend in the amount of \$500 if holding a Stage One license or \$1,000 if holding a Stage Two license. An employee holding a Stage Three refrigerant recovery license who performs duties as assigned by the Board requiring the use of said license shall be considered and compensated as a Skilled Craftsman, without additional stipend.
6. An employee holding a valid N.J. commercial driver's license and who performs duties as assigned by the Board requiring the use of said license, shall be paid an annual stipend of \$1,000.
7. An employee who performs duties as assigned by the Board requiring the regular operation of a backhoe, shall be paid an annual stipend of \$1,500.
8. The Board shall continue to pay an annual stipend of \$1,200 for the Head High School Custodian during the term of this contract so long as the present incumbent holds such position. If such position is vacated during the term of this contract, the position factor for this position shall become 1.20 and no stipend shall be paid in addition to such salary.
9. Custodians and Maintenance employees will be provided with two sets of uniforms annually, and with boots, rainwear and gloves at the discretion of the maintenance foreperson.

**INFORMATION APPENDIX - BOARD SUBSTANCE ABUSE POLICIES****(CUSTODIAL/MAINTENANCE)**

1. Employees of this unit are considered the likely first observers and responders to emergency or other unusual occurrences in our school buildings and on school grounds, frequently perform their duties within the observation of young students, and must carry the demands of safe handling of heavy equipment and chemicals, and the performance of physical duties requiring particular care. Employee alertness and the acuity of responses must not be degraded by substance abuse. Employees are reminded that smoking, the use of alcohol, and the use of non-prescription controlled substances are prohibited anywhere on school property and, in the case of alcohol and non-prescription controlled substances, anywhere while on duty.
2. All new hires undergo initial physicals and drug testing.
3. Random drug and alcohol testing is performed throughout the year, with approximately 25% of unit staff tested per year. Prevention Specialists of Red Bank, or equivalent independent vendor, generates a random computer selection of employees and schedules an on-site test through a certified school supervisor. Test times and participants are confidential information maintained by the supervisor alone unless assistance is required. Employees are required to report to the on-site facility, a medical van, on short, usually one-hour notice. Urine samples are collected and sent to a certified testing laboratory, with results given to the supervisor and the employee. A refusal to test is deemed a positive result for purposes of follow-up.
4. Post-accident testing is also performed, usually within two hours for alcohol and thirty-two hours for drugs. The employee is transported, by the district, to the test site. Refusal is also deemed a positive result for purposes of follow-up. If the accident has resulted in employee injury, tests are ordered during the course of initial medical treatment and the employee releases the result to the supervisor.
5. Testing may also be required if a supervisor has reasonable suspicion that an employee is using or is under the influence of alcohol or a non-prescribed controlled substance during the work day. The supervisor making such determination shall be either specifically trained and certified to do so, and shall have the advice of medical personnel, in detecting drug or alcohol influence during the workday. A blood-alcohol level of .10 shall be an actionable benchmark.
6. Absent aggravating circumstances, first detection of the improper use of alcohol or drugs will normally result in the employee's use of sick leave, family leave, and extended leave until a medical clearance to return to work is provided to the district. Second detections shall result in disciplinary action including possible termination.

**INFORMATION APPENDIX**

Pursuant to a request by the Association, the following information is being furnished, without becoming a part of this agreement:

- A. As specified in 18A:6-1, an employee may within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- B. Whenever any charge is brought against an employee before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board shall reimburse him/her for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee. Financial support shall be limited to reasonable legal fees.
- C.
  - 1. The Board shall give full support, including legal and other assistance, for assault upon the employee while acting in the discharge of his duties. Financial support shall be limited to reasonable legal fees.
  - 2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
    - a. Workmen's compensation payments.
    - b. Salary differential paid by the Board.
- D.
  - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, and to the Association.
  - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information concerning the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

**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 53 pages, on the day of September 5, 2012.

**HOPEWELL VALLEY REGIONAL BOARD OF EDUCATION**

\_\_\_\_\_  
Lisa Wolff, President

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

**HOPEWELL VALLEY EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

\_\_\_\_\_  
Patricia Armstrong, President

\_\_\_\_\_  
Alfonzo King, Vice President-Custodians

\_\_\_\_\_  
Marlien Stevens, Vice President-Paraprofessionals

\_\_\_\_\_  
Inez Sanderson, Vice President-Secretaries

Attest: \_\_\_\_\_  
Judith Kelly, Secretary