

THIS BOOK DOES NOT CIRCULATE

AGREEMENT
between the
HANOVER TOWNSHIP BOARD OF EDUCATION
and the
HANOVER TOWNSHIP NON-CERTIFICATED EMPLOYEES ASSOCIATION

Morris County

For the Year
July 1, 1977 to June 30, 1978

Director
President ✓
Aides

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1978
RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Hanover Township Non-Certificated Employees Association as the exclusive and sole representative for collective negotiation under Chapter 123, Laws of 1974, and any amendment thereof, concerning the terms and conditions of employment for all non-certificated personnel whether under contract or on leave.

Including and limited exclusively to the following personnel who work four (4) or more hours a day:

Custodians
Maintenance Personnel
Matrons
Secretarial Personnel
Switchboard Operator-Clerk Typist
Bus Drivers
School Aides
Cafeteria Personnel

and excluding all others.

- B. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all non-certificated personnel represented by the Association in the negotiating unit as defined above and references to male employees include female employees.
- C. The Hanover Township Board of Education is a body corporate charged with the statutory responsibility of conducting the schools existing within the Township of Hanover school district, kindergarten through eighth grade, hereinafter referred to as the "Board".
- D. The Hanover Township Non-Certificated Employees Association will be referred to as the "Association" in this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and any amendment thereof, in a good faith effort to reach agreement on matters concerning the terms and conditions of non-certificated employees' employment. An organizational meeting shall take place no later than the fourth week of September of the school year preceding the school year in which this agreement expires. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

- B. The Board shall make available to the Negotiating Team of the Association for inspection all pertinent records, data, and information normally available to citizens of Hanover Township.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the privilege of using school facilities, equipment and services subject to prior approval of the Superintendent or his designee. Costs of materials and supplies used shall be borne by the Association.
- B. The Association shall have the privilege of using the interschool mail facilities and school mailboxes with the permission of the building principals.
- C. Whenever grievance procedures or negotiations require the presence of any employee during working hours, he shall suffer no loss of pay.
- D. When any employee is required to appear before the Superintendent or the Board of Education on any matter adversely affecting his salary, increments and/or position, written notice shall be given him at least three (3) school days before the meeting, and he may be accompanied by a representative of the Association.

ARTICLE IV

GRIEVANCE PROCEDUREA. Definition:

1. Grievance. A grievance is an appeal of a specific:
 - (a) Interpretation, application, or violation of Board policy.
 - (b) Interpretation, application, or violation of an Agreement provision.
 - (c) Administrative decision.

B. Conditions:

1. The grievance procedure must be initiated within ten (10) school days of the occurrence of the incident.
2. Time limits specified herein shall be strictly adhered to by both parties.
3. Failure to appeal to the next level within the times specified shall bar further appeal with respect to the particular grievance then under consideration. Failure to respond to the aggrieved party within the specified time shall constitute a right of appeal to the next level.
4. All deadlines provided in these procedures may be extended only by mutual written agreement of the Board and the Association.
5. In the event that a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, it is agreed by the Board and the Association that both parties will work in good faith to resolve the matter expeditiously, by reducing the time factors involved.
6. Either party shall be represented by a representative of his own choosing. A representative of the Association shall be present.
7. The term "grievance" shall not apply to any matter for which:
 - (a) A method of review is prescribed by law or State Board ruling; or wherein

- (b) the Board of Education is without authority to act; or wherein
- (c) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

C. Procedure:

1. Level 1. An aggrieved party shall submit the grievance on Grievance Form 1 (see Appendix "A") to the immediate supervisor within ten (10) school days of the occurrence of the incident. Within five (5) school days of the receipt of the written form from the aggrieved party, the Building Principal or his representative shall submit his written response to the aggrieved party.

If a grievance affects a group or class of employees in more than one (1) building, or an employee who is not primarily assigned to one (1) building, the group or the individual, and/or Association may submit such a grievance on Grievance Appeal Form 2 (see Appendix "B") to the Superintendent directly, with copies to the supervisor, and the processing of such a grievance shall be commenced at Level 2. Prior discussion with the Principal/Principals of the school/schools involved is encouraged.

2. Level 2. If the aggrieved party is not satisfied with the disposition of the grievance at Level 1, he must, within five (5) school days of the receipt of the Level 1 response file the grievance on Grievance Appeal Form 2 set forth herein with the Superintendent of Schools. The Superintendent shall, within seven (7) school days, afford the aggrieved party an opportunity to present the grievance. The Superintendent shall render a decision on the grievance within seventeen (17) school days after the grievance has been filed at Level 2. The decision shall be in writing. (One copy to the aggrieved party and one copy to the Association, and one copy to the Supervisor.)
3. Level 3. If the aggrieved party is dissatisfied with the decision of the Superintendent, he must, within five (5) school days file Grievance Appeal Form 3 (see Appendix "C") with the Secretary of the Board of Education. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within ten (10) school days of the filing of the grievance with the Board Secretary. The Board shall render a decision in writing to the aggrieved party, with copies to the Association, Superintendent and Supervisor within ten (10) school days after the hearing.

D. Impasse Procedure:

1. If the decision is unsatisfactory, the Association may declare an impasse, and if it does so, the Secretary of the Board shall be so notified in writing within fifteen (15) school days of the receipt of the Board's decision. Thereupon, the Association, or the Association and the Board jointly, shall have the right to appeal to the New Jersey Public Employment Relations Commission, for obtaining an arbitrator to serve pursuant to their rules and regulations and statement of procedure, or to the American Arbitration Association, 96 Bayard Street, New Brunswick, New Jersey, and to be bound by their rules and regulations. No hearing shall be held sooner than ten (10) school days after the Board has received notification of impasse. Both parties to this Agreement agree to advisory arbitration for grievances arising under Sections A(1), (a) and (c). Costs are to be shared equally by the Board and the Association.
2. Grievances arising under Section A(1)(b) shall be subject to final and binding arbitration in accordance with the procedure outlined in paragraph (1) above. The jurisdiction and authority of the arbitrator shall be confined exclusively to the terms of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement. Costs are to be shared equally by the Board and the Association.

GRIEVANCE APPEAL FORM 2

1. a) Name of aggrieved party: _____
- b) Building Assignment: _____
- c. Date of submission: _____

2. Attach to this form a copy of your original Grievance Appeal at Step 1 and a copy of the supervisor's decision.

3. State in detail your reasons for your dissatisfaction with the decision of the supervisor.

Signature of Aggrieved Party

GRIEVANCE APPEAL FORM 3

1. a) Name of aggrieved party: _____
- b) Building Assignment: _____
- c) Date of Submission: _____
- d) Name of Association Representative: _____

2. Attach to this form a copy of your original Grievance Appeal at Step 2 and a copy of the Superintendent's decision.

3. State in detail your reasons for your dissatisfaction with the decisions of the Superintendent.

Signature of Aggrieved Party

ARTICLE V

SALARIES

- A. 1. Salaries for the year 1977-78 agreed upon by the Board and the Association are set forth in the attached schedules as listed.

Schedule A: Secretarial Personnel and Switchboard Operator-Clerk-Typist

Schedule B: Custodians, Maintenance Personnel and Matron

Schedule C: School Aides

Schedule D: Bus Drivers

- B. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any employee in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within 10 days, to give written notice of such action, together with the reasons therefor, to the employee concerned. The employee may appeal from such action to the Commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

ARTICLE VI

INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection, including hospitalization, medical-surgical and major-medical, designated below.
1. The Board shall pay the full premium for single person coverage for each employee.
 2. The Board shall pay, upon application of the employee, the full premium for coverage of the spouse and/or eligible dependents of the employee.
 3. Provisions of the health-care insurance program shall be detailed in master policies and contracts.
 4. The health insurance for the basic hospitalization and medical coverage and the major medical coverage shall be the New Jersey Public and School Employees Health Benefits Plan. The Board of Education shall insure continuous coverage in any and all instances of change of carrier.
 5. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
- B. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts.
- C. The Board shall provide to each employee, upon request, copies of the health-care insurance policies covered under this Article.

ARTICLE VII

SICK LEAVE

- A. A total number of days equivalent to the number of months on contract shall be granted to employees for personal illness, and unused sick leave shall be cumulative without limit.

ARTICLE VIII

PERSONAL LEAVES OF ABSENCE

A. Personal leave at full pay shall be granted for the following reasons:

1. Up to five (5) days leave shall be granted to an employee for each death in the immediate family to attend funeral services and/or to handle personal business related to the death. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any member of the immediate household excluding employees or tenants.
2. Up to two (2) days shall be allowed for the President of the Association or an alternate he designates to attend conferences and conventions of state and national affiliated organizations.
3. Up to a total of five (5) days (non-cumulative) shall be allowed in any one school year for the following reasons:
 - (a) One (1) day shall be approved without specific reason being required, provided such day is not immediately preceding or immediately following a scheduled vacation or holiday.
 - (b) Serious illness in the immediate family. (Immediate family same as in (1).)
 - (c) Recognition of a religious holiday.
 - (d) Court subpoena.
 - (e) Personal business which cannot be handled outside of school hours, with prior approval of the Superintendent of Schools.
 - (f) Marriage of employee or marriage in the immediate family. A maximum of one day shall be allowed.
 - (g) College graduation of employee or a member of his immediate family. A maximum of one day shall be allowed.
 - (h) Death of a relative or close friend. A maximum of one (1) day shall be allowed for each occurrence.
 - (i) Any other emergency or urgent reason not included in (a) through (h) above if approved by the Superintendent of Schools.

- B. The immediate supervisor shall be notified a minimum of one day in advance when personal leave is to be granted under A.2, and A.3 (a), (c), (d), (f) and (g).
- C. For proper payroll accounting, audit, and employee protection, every absence granted under Article X - leave for a half day, full day or more - must be accounted for in writing and reported to the Superintendent.
- D. For each day leave is taken in excess of the amount specified in Paragraph A, one (1) day's pay, based on the employee's hourly rate, shall be deducted from his salary. Request for extended leave shall be submitted to the Superintendent as far in advance as possible.
- E. For each day an employee is required to be absent to serve on a jury, he shall be paid the difference between his contract salary and the amount received for his service as a juror.

ARTICLE IX

POSTING OF JOB VACANCIES

- A. All vacancies in positions covered by this Agreement shall be posted through the Superintendent's office in each school office five (5) work days prior to the public announcement of such vacancies.

ARTICLE X

DEDUCTION OF DUES

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Hanover Township Non-Certificated Employees Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Hanover Township Non-Certificated Employees Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employees' authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____
 School Building _____ District _____

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings until notified of termination an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment, the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefor.

I designate the Hanover Township Non-Certificated Employees Association to receive dues and distribute them according to the organization(s) indicated:

Hanover Township Non-Certificated Employees Association

New Jersey Education Association

National Education Association

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
 4. The filing of notice of an employee's withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.
- B. 1. The Board agrees to deduct from employees' salaries, money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XI

HOLIDAYS

- A. Employees on ten (10) month contracts shall have included in their contract wages for ten (10) paid holidays.
- B. Employees on a ten (10) month contract who work past July 4th, will be paid for that holiday.
- C. Employees on a twelve (12) month contract shall have in their contract wages for twelve (12) paid holidays.
- D.
 - 1. The Association shall advise the Board by March 1st as to its choice of holidays.
 - 2. The specific holidays are to be taken upon the decision of the Board of Education, and shall be designated by the Board of Education for a contract year on or before May 1 of the preceding year.
 - 3. These days shall be included in the Agreement on Schedule E.
- E. If a holiday falls during an employee's yearly vacation, he shall receive another vacation day at the discretion of the employee's supervisor.
- F. An employee must work the regularly scheduled work day before and after the designated holiday for pay to be received for the paid holiday. For the purposes of this paragraph, the employee shall be considered to have worked the day before and after the holiday if he has received approval for his absence from his supervisor.

ARTICLE XII

VACATIONS

- A. Paid vacations shall be provided for full-time employees on twelve (12) month contracts as follows:
- | | |
|---------------------------------------|------------------------------------|
| Less than one year's employment: | 5/6 day per month
of employment |
| After one full year's employment: | Two (2) weeks |
| After ten full years' employment: | Three (3) weeks |
| After fifteen full years' employment: | Four (4) weeks |
- B. For the purposes of this Article, a full year shall constitute the period of continuous employment from July 1 to June 30.
- C. Vacations shall be taken at the discretion of the employee's immediate supervisor.

ARTICLE XIII

UNIFORMS

- A. 1. The Board agrees to purchase three (3) uniforms for each custodian and maintenance person during the first year of his employment. The Board agrees to replace one uniform per year.
 - 2. Matrons will be reimbursed up to a maximum of thirty (\$30.00) dollars for uniforms during the year. New employees will be reimbursed after a waiting period of six (6) weeks of continuing employment.
- B. Personnel named in paragraphs A. 1 and A.2 above are required to wear their uniforms during their scheduled work day. It will be the responsibility of the employee to maintain and to care for his uniforms.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The contracts for custodians, maintenance personnel and matrons with more than three (3) years employment with the Board shall contain a sixty (60) day termination clause.

The contracts for custodians, maintenance personnel and matrons with less than three (3) years employment with the Board shall contain a fourteen (14) day termination clause.

In those cases where the Board terminates the services of a custodian, maintenance personnel, or matron, the employee will be entitled to use his accrued vacation days and one (1) personal day for seeking employment. The employee's immediate supervisor will authorize absences for this purpose.

The dismissal of any employee shall be governed by those provisions of Title 18A, New Jersey Statutes, that are applicable to termination of contracts.

- B. The provisions and the benefits of this agreement are not applicable to custodians, maintenance personnel, and matrons during their ninety (90) day probationary period of employment. The provisions and the benefits of this agreement are accruable and retroactive to the employee's first day of employment with the Board after he has attained the status of a permanent employee.
- C. To the extent not inconsistent with this agreement past practices in effect shall continue for the duration of the contract.

ARTICLE XV

ADDENDUM

- A. Recognizing that the paramount aim of this school district is providing an appropriate education for the children of Hanover Township, and that good morale in the non-certificated staff is necessary for the efficient functioning of the school system, we do hereby declare that:
1. The Board, under law, has the final responsibility for establishing policies for the district.
 2. The Superintendent and his staff have the responsibility for carrying out the policies that are established.
- B. It is understood by all parties that under the rulings of the Courts of the State of New Jersey and the New Jersey State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted to it by law.
- C. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District, and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and the United States.
- D. Separability - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. This Agreement incorporates the entire understanding of the parties on terms and conditions of employment. This Agreement and any amendments shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions

of this Agreement, either party shall do so by written notice to the following addresses:

1. If by Association, to "Hanover Township Board of Education",
Post Office Box 85, Whippany, New Jersey 07981
2. If by Board, to "Hanover Township Non-Certificated Employees'
Association", Memorial Junior School, Highland Avenue, Whippany,
New Jersey 07981

ARTICLE XVI

LICENSES

Reimbursement equal to the cost of license(s) shall be made by the Board to employees who are required to hold licenses to perform their duties.

SCHEDULE AHANOVER TOWNSHIP BOARD OF EDUCATIONSECRETARIAL SALARY GUIDE1977 - 1978

<u>Step</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Switchboard Operator - Clerk-Typist</u>
1	\$7,671	\$4,681	\$5,786
2	8,249	5,086	6,220
3	8,827	5,527	6,654
4	9,405	6,008	7,089
5	9,984	6,488	7,739
6	10,562	6,969	
7	11,470	7,792	

Each employee shall progress one step on the salary guide for 1977-78 above his 1976-77 position on the guide.

1. Full-time secretaries and switchboard operator - clerk-typist are employed 7½ hours daily with vacations according to Article XII.
2. Part-time secretaries are employed for 6½ hours daily for forty-six (46) weeks and do not report for work on school holidays.
3. An additional amount of \$500 per year may be paid to the secretary to the Superintendent of Schools.
4. An additional amount of \$200 per year may be paid to the secretary to the Board Secretary.

SCHEDULE BHANOVER TOWNSHIP BOARD OF EDUCATIONCUSTODIANS, MAINTENANCE PERSONNEL
AND MATRON SALARY GUIDE1977 - 1978

<u>Step</u>	<u>Custodian</u>	<u>Maintenance</u>	<u>Matron</u>
1	\$ 7,885	\$ 9,981	\$6,364
2	8,464	10,561	6,799
3	9,043	11,141	7,234
4	9,621	11,721	7,669
5	10,199	12,298	8,103
6	10,852	12,949	8,609
7	11,822	13,933	9,358

Each employee shall progress one step on the salary guide for 1977-78 above his 1976-77 position on the guide.

1. *Employees shall work an eight (8) hour day for five (5) days per week. The total hours per week at regular pay shall be no more than forty (40).
2. Overtime pay, at the rate of one and one-half (1½) times the employee's regular hourly rate, shall be paid to employees working beyond 40 hours per week.
3. A 10% differential of salary shall be added to the night employees' salary for the ten (10) months school is in session.

*All custodians (day and night employees) shall work a straight eight (8) hour day, which shall include their lunch period. They shall not leave the building during their lunch period. This shall apply only on days school is in session.

SCHEDULE CHANOVER TOWNSHIP BOARD OF EDUCATIONSCHOOL AIDES SALARY GUIDE1977 - 1978

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
1	\$3,358	\$3,656	\$4,018
2	3,522	3,821	4,182
3	3,688	3,983	4,347
4	4,001	4,148	4,510
5	4,117	4,433	4,820

Each employee shall progress one step on the salary guide for 1977-78 above his 1976-77 position on the guide.

1. Class I, Class II, and Class III Aides are employed for six (6) hours daily. They do not report for work on school holidays.

SCHEDULE DHANOVER TOWNSHIP BOARD OF EDUCATIONBUS DRIVERS' SALARY GUIDE1977 - 1978

<u>Step</u>	<u>SMALL VEHICLES</u>		<u>BUS</u>
	<u>5 Hours</u>	<u>7½ Hours</u>	<u>5 Hours</u>
1	\$3,412	\$5,136	\$4,231
2	3,558	5,353	4,593
3	3,704	5,570	4,955
4	3,850	5,787	5,317
5	4,025	6,052	5,875

Each employee shall progress one step on the salary guide for 1977-78 above his 1976-77 position on the guide.

1. For work performed in the summer or beyond the regular school hours, drivers shall be paid at their regular rate of pay for that contracted year.
2. Overtime pay, at the rate of one and one-half (1½) times the employee's regular hourly rate, shall be paid to employees working beyond a 40-hour week.

SCHEDULE EHANOVER TOWNSHIP BOARD OF EDUCATIONPAID HOLIDAYS1977 - 1978

The schedule of holidays for the year 1977-78 shall be designated by the Board on or before May 1, 1977, in accordance with Article XI.

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1977 and shall continue in effect until June 30, 1978. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, on the 8th day of December, 1975.

HANOVER TOWNSHIP BOARD
OF EDUCATION

HANOVER TOWNSHIP NON-
CERTIFICATED EMPLOYEES
ASSOCIATION

BY: _____
President

BY: _____
President

Attest: _____
Board Secretary

Attest: _____
Secretary