

# AGREEMENT

**Between**

**HANOVER PARK REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION**

**And**

**HANOVER PARK REGIONAL  
EDUCATION ASSOCIATION**



**July 1, 2004 - June 30, 2006**

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**THIS AGREEMENT** entered into as of the First day of July, 2004, by and between the **HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, East Hanover, New Jersey, hereinafter called the "**Board**," and the **HANOVER PARK REGIONAL EDUCATION ASSOCIATION, INC.**, hereinafter called the "Association."

WITNESSETH THAT:

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

## **SECTION 1: TEACHING STAFF PROVISIONS**

### **ARTICLE I**

#### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board employed in any of the following capacities:

Department coordinators, full and part-time certificated contract classroom teachers (including teachers performing functions as reading specialists, speech instructors, coordinators of cooperative industrial education, permanent substitutes), head and assistant librarians, guidance counselors, learning disability teacher-consultant, school nurses, social workers and psychologists.

Excluded from such representation are employees of the Board employed in the following capacities:

Assistant Superintendent, Principals and Assistant Principals, District Director of Student Personnel Services, District Supervisors, dieticians, secretarial and clerical workers, athletic trainers, instructional aides, custodial and maintenance personnel, bus drivers, transportation personnel, doctors, psychiatrist, part-time non-certificated personnel or personnel not under contract whether paid or

volunteer workers including but not limited to substitute teachers, per diem personnel or any other employee of a similar nature.

B. Unless otherwise indicated the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall also include female teachers.

## ARTICLE II

### RIGHTS AND PRIVILEGES

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement subject to the Laws of the State of New Jersey and applicable regulations there under (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain all employees in positions in the school district, and for just cause, to suspend, demote, discharge, or take other disciplinary action against all employees; (c) to relieve all employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to it; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

C. Whenever any representative of the Association or any teacher participates during working hours in grievance proceedings, he shall suffer no loss in pay.

D. The Board shall provide up to five (5) regularly scheduled periods per week of released time to a faculty representative designated by the Association in each school to perform his functions as Association representative.

E. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. The Board undertakes and agrees that it shall not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public

Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and, its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

F. REPRESENTATION FEE:

1. Any employee, represented by the Association, who chooses not to join the HPREA and its affiliates shall pay a representation fee in accordance with the provisions of *N.J.S.A. 34:13A-5.5*.
2. The Board agrees to implement payroll deduction as is currently operative in the District for dues and will include the collection and transmittal of this fee pursuant to the present procedure in accordance with *N.J.S.A. 52:14-15.9e*.
3. The Association represents and agrees that membership in the Association is available to all eligible employees represented by it on an equal basis and that the Association has established and will maintain a demand and return system which complies with the requirements of law.
4. The Association agrees to notify the Board of the amount of the Representation Fee to be collected for each listed non-member of the Association. Said fee shall be no more than the maximum permitted by law.
5. The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that:
  - a. The Board gives to the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  - b. If the Association so requests in writing, the Board will surrender to it full Responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and all other aspects of said defense.

6. It is expressly understood that Paragraph 5 above will not apply to any claim, demand, suit or other form of liability, which may arise solely as a result of the Board's failure to comply with its obligations under this Article.

G. No teacher shall be disciplined without just cause. When an Administrator receives a complaint about a member of the teaching staff that in his judgment would warrant investigation, and which does not involve an allegation of the commission of a criminal act, that investigation will begin with the teacher being notified of the specific allegations in the complaint, being given an opportunity to respond to the complaint, and being notified if further investigation will take place. Under no circumstances will punitive action be taken against any teacher without a hearing and without receiving prior disclosure of the identity of the complainant(s) and all evidence acquired during the investigation.

H. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a reasonable number of representatives of the Association not to exceed three (3), or a person of his own choosing, present to advise him and represent him during such meeting or interview.

I. The teacher shall maintain the initial right and responsibility to determine grades within the grading policy of the Hanover Park Regional High School District. No grade shall be changed without consultation with the teacher.

J. The Association shall have the right to use school buildings at all reasonable hours for meetings, provided that same are not held during the school day and do not interfere with the conduct of the school, school-connected activities, or other meetings already scheduled involving use of the school building. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

K. The Association shall have the right to reasonable use of the existing inter-school mail facilities and school mailboxes for all lawful purposes and without liability on the part of the Board for any mis-delivery or non-delivery of any material forwarded through the said facilities or placed in the mailboxes.

L. The rights and privileges granted to the Association in this Agreement are granted only to the Association as the exclusive representative of the teachers and are not intended as a grant of any such rights and privileges to any other organization.

M. Subject to Board review, the Superintendent may provide in-service days as he deems necessary.



The Association may submit suggested agenda items for such days and may request specific in-service days for specified reasons, which are of value to the total educational program of the district. The Superintendent's decision in granting or denying such requests for in-service days or the inclusion or denial of any agenda items for inclusion therein shall be final and shall not be subject to the grievance procedure.

N. The parties agree to follow all applicable procedures outlined in this Agreement for the resolution of any differences arising hereunder and to use no other channels to resolve any such difference until the procedures within this Agreement applicable for the resolution thereof are fully exhausted.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

A. **Definition:**

1. A "grievance" shall mean a complaint in writing by a teacher or group of teachers or the Association that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement, or a violation, misinterpretation or inequitable application of an administrative decision affecting terms and conditions of employment. A decision to be considered under this procedure must be initiated by the aggrieved party within fifteen (15) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

- (a) Matters wherein a specific method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education;
- (b) Matters which according to law are beyond the scope of Board authority;
- (c) Any matter the determination of which would require an act by the Board of Education, which it is without legal authority to do;
- (d) A complaint of a non-tenure teacher which arises by reason of his not being re-employed;
- (e) A complaint by any teacher occasioned by appointment to or lack of

appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

2. As used in the above definition, the term "group of teachers" shall mean a group of teachers having a common grievance.
3. An aggrieved party is the person or persons or the Association claiming the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.

3. It is understood that aggrieved parties shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

4. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. Any aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his own choosing. Where an aggrieved party is not represented by the Association, the Association will be permitted to have one (1) of its members attend any formal hearing as an observer only and without participation in the hearing process.

5. If a common grievance affects both high schools it shall commence at Level Two.

C. Grievance Levels:

1. LEVEL ONE:

The aggrieved party shall set forth his grievance in writing to his Principal on the grievance forms provided within the time limits set forth in Paragraph A.1 above. Failure to do so shall be deemed to be a waiver of or an abandonment of the grievance. The Principal shall communicate

his decision to the aggrieved party in writing within seven (7) school days of receipt of the written grievance.

2. LEVEL TWO:

The aggrieved party, no later than ten (10) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his reasons for dissatisfaction with the decisions previously rendered. A copy of the writing shall be furnished to the school Principal and to any other parties who may have a direct interest in the grievance. The Superintendent shall, within ten (10) school days of the time of the presentation of the written grievance, hold a hearing at which time all parties in interest shall have a right to be heard. Within ten (10) school days of the hearing by the Superintendent he shall in writing advise the aggrieved party of his determination and shall furnish a copy of same to the Principal and to any other parties who may have a direct interest.

Decisions of the Superintendent in any matter excluded from the definition of a grievance heretofore shall not be the subject of an appeal to the Board under this grievance procedure nor submitted to arbitration. The parties expressly agree that consideration of such questions by the Superintendent is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances, nor a waiver by the aggrieved party of any right to appeal a non-grievance matter to the Commissioner of Education or other applicable tribunal, according to law.

3. LEVEL THREE:

If the grievance is not resolved to the aggrieved party's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days, to the Board of Education. The appeal request shall state the alleged dissatisfaction with the Superintendent's action. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. If the Board conducts a hearing it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within thirty-five (35) calendar days from the receipt of the grievance appeal. Notwithstanding the

foregoing, if so requested at the time the appeal is made, the Board shall conduct a hearing where the grievance is caused by the action of a building administrator.

Decisions of the Board in any matter excluded from the definition of a grievance heretofore shall not be submitted to arbitration without the Board's written prior consent. The parties expressly agree that consideration of such questions by the Board is not intended and shall not be construed to be a waiver of the fact that such matters are not deemed grievances, nor a waiver by the aggrieved party of any right to appeal a non-grievance matter to the Commissioner of Education or other applicable tribunal, according to law.

No claim by an aggrieved party shall be processed beyond Level Three if such claim pertains in whole or in part to alleged misinterpretation, misapplication or violation of Board policy or alleged misinterpretation, misapplication or violation of an administrative decision.

#### 4. LEVEL FOUR:

If the aggrieved party does not accept the disposition of his grievance at Level Three and wishes review by a third party and the claim pertains exclusively to misinterpretation, misapplication or a violation of any of the provisions of this Agreement, he shall notify the Board through the Superintendent within ten (10) school days of the receipt of the Board's decision. An aggrieved party in order to process his grievance beyond Level Three must have his request for such action accompanied by the written recommendation for such action by the Association.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he in any case have power to rule on any issue or dispute which is not a grievable matter under this Article III or so specified under the provisions of this Agreement or any decision provided by

this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

(c) Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

(d). The Board may, at its election, institute a grievance against the Association for a claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to instituting such a grievance, the Board shall notify the Association in writing of its intention so to do, with reasons. The parties shall meet within ten (10) school days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) school days after the first such meeting, the Board may then proceed with the filing of the grievance by following the procedures of Level Four of the grievance procedure.

#### **ARTICLE IV**

#### **COMPENSATION**

##### **I. Regular Ten-Month Contracts:**

A. 1. Salaries for all ten-month certificated employees shall be in accordance with official employment records on file in the Superintendent's office and as set forth on Schedules "A" annexed hereto.

2. An additional stipend shall be added to the attached Salary Guides for those employees who have attained Merit under applicable Board Policy. Proposals for modification of Board Policy concerning Merit shall be referred to the Merit Committee before submission to the Board.

3. Each teacher who has attained the requisite years of service shall receive, as an addition to his or her salary under the attached Salary Schedules "A", the longevity stipend specified on such Salary Schedule. Years of service for longevity stipend purposes is defined as the number of full years of service an individual has completed in the employ of the Hanover

Park Regional High School District Board of Education as of June 30 preceding the commencement of the school year in which the longevity stipend is to be paid. Time spent on sabbatical or other leaves of absence shall not count towards service for the longevity stipend.

4. All degree levels included in the attached Salary Guides are based upon an official transcript, or letter to be followed by an official transcript, from an approved college or university and the date of award for degree.

5. In order to qualify for the Bachelor's Degree + 15 credits, Bachelor's Degree + 30 credits, Master's Degree + 15 credits, and Master's Degree + 30 credits category the candidate must have earned the 15 or 30 graduate level credits after completion of the Bachelor's and Master's Degree respectively. Credits earned prior to the award of a degree are not considered in evaluating the next degree level category. Graduate credits must be in the teacher's assigned certification field, or be earned as part of a matriculated degree program leading to a degree in the teacher's assigned certification field. Credits outside of the teacher's assigned certification field may qualify as graduate level credits for placement on the Salary Guide if so recommended by the Superintendent and with the approval of and in the discretion of the Board. Undergraduate credit courses are not acceptable. Only courses taken in attendance at an accredited college or university as recognized by the New Jersey Department of Education, or approved Internet courses meeting the conditions described in Article IX, A. 3. b., shall qualify for salary level placement. All credits to be honored for salary level placement are to be approved by the Superintendent, but a dispute as to whether credits qualify as being in the teacher's assigned certification field shall be subject to the grievance procedure.

The following provisions shall apply only to teachers currently employed as of the execution of this Agreement:

(a) Graduate credits meeting the above criteria shall qualify for salary level placement irrespective of the field in which earned, provided such graduate credits were earned prior to July 1, 1973.

(b) Graduate credits and a Master's Degree meeting the above criteria shall qualify for salary level placement irrespective of the field in which earned, if such credits are part of a Master's Degree Program in which the teacher was matriculated as of July 1, 1973.

6. For salary consideration in any given school year, the candidate must present an official transcript, or letter to be followed by an official transcript, with proper evidence to substantiate the degree level requested, before September 1st of the school year for consideration September 1st, and before February 1st of the school year for consideration February 1st.

7. Increments, or raises for teachers at maximum, may be withheld in whole or in part for just cause.

II. Extra-pay Contracts for Certificated Employees:

A. Those employees accepting assignments as Department Coordinators and Head Librarians shall receive separate annual contracts with stipend as indicated on Schedules "C", annexed hereto.

B. 1. Additional compensation shall be provided to any employee accepting assignments under the Student Activities Program in accordance with the schedule of fees annexed hereto as Schedules "B" or "C" and subject to the conditions of a separate contract for each specific assignment.

2. Compensation for teachers serving as Sports Photographer or athletic contest ticket takers shall be as set forth in Schedule "D" annexed hereto.

3. Teaching staff members who are approved by the Building Principal to chaperone student activities on school premises during evenings (after 5:00 p.m.) of school days, or on non-school days, or to chaperone Junior or Senior Proms, and who are not otherwise required to attend these activities as part of their extra-pay assignment, shall be compensated as set forth in Schedule "D" annexed hereto.

4. Any assignment not carried through to completion for any reason may receive a pro-rata share of the amount specified above.

5. The elimination or suspension of any activity or position is at the discretion of the Board, and such action by the Board relieves it from any responsibility for the appointment of a teacher to that activity or position.

III. Curriculum Work:

1. The Board will determine curriculum to be developed and will further determine the stipend to be paid for such curriculum development. Curriculum development proposals will be posted and teachers will be allowed to bid on the offering. The Board will select the individual(s) to be assigned the project.

2. Each project will be assigned an Administrator as the Project Supervisor, whose responsibility it will be to define the nature of the project, monitor progress and evaluate results. The Project Supervisor will meet with the teacher(s) to establish a pre-work agreement on expectations: what will be accomplished in terms of substance and form, what support will be

provided, where and when the work will be done, how long the project will take, and how the work will be monitored and evaluated.

3. A mid-point set of expectations will be established which, if accomplished to the satisfaction of the Administrator, will result in payment of one-half the agreed upon amount to the teacher. The balance shall be paid only upon completion of the project to the satisfaction of the Administrator.

## **ARTICLE V**

### **EMPLOYMENT**

A. Teachers shall be notified of their contract status for the ensuing year not later than May 15th or within thirty (30) days from the signing of an Agreement between the Board and the Association for the ensuing year, whichever is later.

B. 1. If an Agreement between the Board and the Association has not been reached by April 1st, non-tenured teachers shall be notified in writing by the earliest possible date not to exceed May 15th of the Board's intent to offer a contract for the ensuing year. Once an employment offer has been made, the teacher shall either accept or reject in writing that offer within ten (10) working days.

2. Any non-tenured teacher who receives a notice of non-employment may within five (5) working days thereafter request in writing a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within five (5) working days after receipt of such request.

C. 1. Contracts for extra-pay assignments shall be issued at the earliest practical date and no later than the commencement of an activity or assignment. Notification of non-renewal or doubt as to renewal of individual contracts for extra-pay assignments will be made no later than May 15th for all activities with the exception of Spring Sports Activities, for which such notification shall be made no later than June 15th.

2. Any vacancies in extra-pay positions shall be posted as soon as they are known to have occurred.

D. The Association shall be supplied with the name and address of each new teacher, unless the teacher objects to such disclosure.

E. Promotional positions are defined as positions on the administrator-supervisory levels of



responsibility. All vacancies in promotional positions shall be publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as soon as is practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

2. When school is not in session, such notice shall be sent to the Association at an address furnished by the Association.

## ARTICLE VI

### TEMPORARY ABSENCES

#### A. Personal Illness:

1. Payment for absent time beyond that required by State Law and other than those stipulated elsewhere in this Agreement shall be left to the discretion of the Superintendent. A physician's report may be required for any absence due to personal illness.

2. Unused personal illness days provided for by State Law shall be accumulated from year to year with no maximum limit.

3. Employees will be notified by September 30 of the accumulated sick days as of the end of the prior school year.

4. Compensation for Unused Sick Days:

(a) Upon retirement for service and age from a State administered retirement system, each teacher who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave at the rate of \$40.00 per day, to a maximum payment of \$4,000.00.

An employee who elects a deferred retirement benefit shall not be eligible for retirement payment.

(b) Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such

employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

B. Other Absence:

1. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days is to grant paid leave for substantial emergent matters. Where possible, every effort should be made by the employee to conduct personal affairs or business outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.

(a) *Death in the Immediate Family* - An allowance for a reasonable length of time not to exceed five (5) days shall be granted upon request. 'Immediate family' shall be construed to mean the teacher's parent, spouse, sibling, child or spouse's parent. Also included shall be any other relative of the teacher who resided as a member of the teacher's immediate household. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith.

(b) *Death of other relatives* - An allowance for a reasonable length of time not to exceed one (1) day shall be granted upon request for death of a grandparent or grandchild.

(c) *Serious illness in the Immediate Family* -An allowance for a reasonable length of time up to two (2) days shall be granted upon request to care for members of the immediate family as defined above.

(d) An allowance of up to a total of two (2) days under this Paragraph (d) shall be granted by the Superintendent or his designee in any school year for other reasons, including religious holidays.

2. Requests for personal leave under this Article shall be presented in writing to the respective Building Principal at least forty-eight (48) hours in advance of the desired absence. In cases of emergency, the request may be made by telephone to the Building Principal as soon as practicable.

3. For the protection of the employee and for proper payroll accounting and audit,

every absence for a full day or more must be accounted for in writing and reported to the Superintendent for forwarding to the Board Secretary.

4. Except in cases of emergency, requests for personal leave under paragraph 1(d) shall not be granted on days preceding or following school vacation periods or a holiday, nor shall such request be granted during the period from the first pupil final examination day in June through the last day of school. Personal days may not be used during the mid-term examinations period, except for absence caused by inclement weather consistent with the District's practice.

5. Extensions to any temporary leaves of absence referred to in Sections (a), (b), (c) or (d) as outlined above may be made in the sole discretion of the Superintendent.

C. Continuing Professional Development:

1. The building administrator shall have the discretion to grant professional day absences from school for attendance at professional training sessions (whether seminars, conferences or other format) which he or she considers to be of general benefit to the teacher or the District, whether or not such attendance by the teacher is related to or part of a State requirement for such teacher's continuing professional education. The building administrator's decision may be appealed to the Superintendent, but otherwise shall not be grievable. Expense reimbursement, if any, for attendance at such sessions shall be pursuant to and in accordance with District policy.

2. Except as provided above for allowed professional days and expense reimbursement, the District shall not be required to grant professional day absences or pay expenses of any nature for attendance at any sessions (whether seminars, conferences or other format) where such attendance is related to or is part of a requirement of the State for the teacher's continuing professional education or to remain in good standing. Some examples of non-reimbursable expenses are costs of travel, registration, tuition charges and other fees.

**ARTICLE VII**

**EXTENDED ABSENCES**

A. Maternity Leave:

Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

(1) All initial applications for, and applications for extensions or reductions for maternity leave shall be made in writing to the Superintendent.

(2) All pregnant teachers may apply for pregnancy leave. As a condition to receiving such leave a pregnant teacher shall notify the Superintendent of Schools of the fact of her pregnancy as soon as practicable. She shall advise the Superintendent of the anticipated date of the delivery of the child and of any revisions in such date which may come to her knowledge.

No later than the fourth month of pregnancy the pregnant teacher shall specify the date when she wishes her leave to commence. The commencement date of the pregnancy leave shall be determined by taking into account the needs of the District and the physical ability of the teacher to continue teaching. It is expected that pregnancy leaves will commence no later than the start of the eighth month of pregnancy unless the teacher presents a statement from her physician stating that she is physically able to continue all of her duties beyond that time, in which event she shall be permitted to continue to the date certified by her physician; provided, however, that if such date is four (4) weeks or less before the scheduled birth the Board may require leave to commence any time prior to such date within such four (4) week pre-birth period irrespective of the physician's certification.

In the event of any question as to the condition of the pregnant teacher or as to the opinion of her physician the teacher may be required by the Board to submit to an examination by its designated physician and the teacher shall be required to submit to such examination. Any difference of opinion between the teacher's physician and the Board's designated physician as to the ability of the teacher to continue to perform her duties shall be resolved by a third physician appointed by the teacher and the Board, or by the Morris County Medical Society should the parties be unable to agree.

Nothing stated herein is intended to restrict the right of the Board to remove any pregnant teacher from her teaching duties if her teaching performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.

(3) All pregnancy leaves shall be terminated no later than one (1) month following the date of the delivery of the child unless the teacher's physician shall certify that a further period of recuperation is required by the teacher, in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the teacher's physician; subject, however, to the Board's right to question the condition of the pregnant teacher and the opinion of the teacher's physician and to have such question resolved in the same manner as provided for hereinabove in the case of a pregnant teacher seeking to continue working prior to commencing a

pregnancy leave. In no event shall any teacher be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty, or the Board physician certifies she is able to do so. A teacher who has taken a pregnancy leave shall not return to duty during the last month of the academic school year unless permitted to do so by the Board in its discretion.

(4) Any pregnancy leave of absence granted to a non-tenured teacher shall not extend beyond the end of the academic school year in which the leave is applied for and obtained, unless the Board in its sole discretion agrees to grant such extension.

(5) Any teacher shall, in the case of a birth of a child or adoption of an infant pre-school child, have the right to apply for a leave for child rearing purposes, provided that:

- (a) In cases where both husband and wife may be teachers in this School System only one of said persons shall receive such leave;
- (b) In the case of a female teacher the application for child rearing leave shall be made to become effective immediately upon the termination of her pregnancy leave;
- (c) All initial applications for, and applications for extensions or reductions for child rearing leave must be made in writing to the Superintendent and the initial application shall be filed at least three (3) months before the anticipated birth or adoption of the child, and in any event, if practicable, no later than March 1. In the event unforeseen circumstances occur within such application period, which necessitate a late application by a teacher for a child rearing leave, the specified application period shall be waived, provided the teacher makes the application for such leave immediately upon learning of the unforeseen occurrence.

(6) Child rearing leave shall be granted for a period of up to the end of the academic school year in which the child is born or adopted, and such leave shall, upon the request of the teacher, be extended for an additional academic school year. Request for extensions of such leaves must be made at least three (3) months prior to the commencement of such extended leave period, and, in any event, no later than March 1. In the event unforeseen circumstances occur within such application period which necessitate a late application by a teacher for extension of a child rearing leave, the specified application period shall be waived, provided the teacher makes application for such extension immediately upon learning of the unforeseen occurrence. Unless

the child rearing leave is a continuation of a pregnancy leave, it is not anticipated that child rearing leave will be permitted to commence during the first two (2) months of the academic school year but that such leave, if requested to take effect at a time during such first two (2) months, will commence at the start of the academic school year. A teacher requesting child rearing leave will normally not be permitted to return to the School System following such leave during the last month of any academic school year.

(7) Where a teacher who has been granted a child rearing leave returns to the system, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the academic school year.

(8) The Board may set reasonable conditions for the granting of the child rearing leave, including requirement that the teacher receiving such leave not accept full time employment or any employment during all or part of the period of the child rearing leave which would interfere with the purpose of such leave. Per diem substitute teaching will be permitted.

(9) Any child rearing leave granted to a non-tenured teacher shall not extend beyond the end of the academic school year for which the pregnancy leave is granted, unless the Board in its sole discretion agrees to grant such extension.

(10) Any teacher who has applied for and received child rearing leave may reapply for permission to return to employment during the academic school year for which such leave was granted and such leave may thereupon be terminated by the Board in its sole discretion.

(11) All child rearing leaves of absence and pregnancy leaves commencing prior to physical disability shall be without benefit of experience increment credit, provided, however, that credit for a year's experience shall .be granted if the leave commenced after March 1st of such year.

(12) The designation of a leave as pregnancy leave or child rearing leave shall not, solely by reason of such designation, determine the teacher's rights with respect to sick leave.

B. Other Extended Leaves of Absence:

Other extended leaves of absence for one (1) year will also be granted to full-time

teachers for participation in the Foreign Exchange Teaching Program under the Fulbright Act, or any similar program. Such leave will be granted:

(1) With salary and an exchange teacher whose salary is paid by his/her own school authority. It is understood that the credentials of the exchange teacher will be submitted to the Superintendent for approval before an exchange arrangement is completed.

(2) Without salary to accept a United States Government grant to teach in a national school abroad. The Board will pay a salary to an exchange teacher whose credentials it approves. The salary to be agreed upon will be in accordance with the exchange teacher's education and experience and the applicable salary schedule.

(3) Without salary to permit him/her to accept a United States Government grant to teach in a national school abroad.

(4) All applications for Extended Leaves of Absence in Paragraph B.(a), (b), and (c) above shall be submitted in writing to the Superintendent of Schools no later than February 1st of the year prior to the school year of leave. A decision in writing on the teacher's application shall be given to the teacher by the Superintendent of Schools no later than February 10. The teacher shall, in writing, indicate final acceptance of the terms of the extended leave no later than May 1st. The teacher's failure to indicate final acceptance by May 1st shall cancel the application for extended leave.

## **ARTICLE VIII**

### **SABBATICAL LEAVES OF ABSENCE**

A. Sabbatical leaves are designed to promote professional improvement and improve professional competence so as to benefit the general efficiency of the school system.

B. Any teacher who will have completed seven (7) or more years of continuous full-time service as of June 30th of the year of application in the Hanover Park Regional High School District may, upon recommendation of the Superintendent, be granted leave of absence by the Board of Education for one-half year or one full year for advanced study. After each subsequent period of seven (7) or more years of service, a further leave for advanced study may be granted.

C. Sabbatical leaves are granted under the following conditions by the Board for such advanced study as will enhance the general efficiency of the Hanover Park Regional High

School District:

(1) The individual requesting the leave shall be enrolled during such leave in or has been accepted for an advanced study program meeting the requirements of Paragraph (b). Special consideration will be given to an individual expecting to complete his advanced degree program during the term of the requested leave, but in all cases the needs of the District shall be paramount; and

(2) The advanced study is designed to promote professional competence in the individual's assigned field; or

The leave is designed to extend an individual's professional competence into a field where the competence in such field is determined by the Board to be beneficial to the needs of the District; and

(3) Advanced study shall mean an approved program or independent research for credit in an accredited institution of learning, and such approved program may include travel which is educationally oriented and substantiated by an itinerary.

D. Applications for such leave shall be made before February 1st prior to the school year for which such absence is requested. The application shall be made upon a regular form provided by the Board of Education, and shall indicate the advanced study program to be followed during the period of leave.

E. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Hanover Park Regional High School District for a period of at least one (1) year after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay on demand to the Board of Education the full salary received while on leave, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

F. The salary granted to a teacher on leave shall be one-half of that salary which he or she would have been entitled to if not on leave. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system, less the regular deductions required by law, the Teachers' Pension Fund or other deductions authorized by the employee.

G. Teachers on such leave may associate for compensation with any person, persons, or organization during the period of leave, with the Board's prior approval, which approval will not



be unreasonably withheld.

H. No more than two (2) teachers shall be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to the reasonable and equitable distribution of the applicants among the various curriculum areas. If more than two (2) applications are submitted, selection shall be made in the discretion of the Board on the basis of benefits to the school system. At all times, the needs of the school system as a whole shall be paramount.

I. Teachers on such leave will be considered as in the employ of the Board of Education, and the time thus spent shall count as their regular service toward retirement and for consideration in regard to salary adjustments. Tenure rights shall be without prejudice. Teachers on such leave shall make regular written reports to the Superintendent as he may require.

J. Applicants shall agree to abide by all conditions determined upon by the Board of Education to govern such leaves of absence.

## **ARTICLE IX**

### **GRADUATE TUITION REIMBURSEMENT**

A. Reimbursement by the Board to teachers pursuing graduate studies shall be under the following conditions and provisions:

1. For graduate courses in the applicant's department or departments of assignment; or in the event applicant is in the special services department or has no assigned department, then for graduate courses in the applicant's assigned area of certification; and, in addition, for graduate courses which are part of an approved matriculated degree program in the applicant's assigned area of certification. Other courses outside the applicant's assigned department or area of certification may be requested and approved for reimbursement in the discretion of and with the final consent of the Superintendent and the Board.

2. Limited to courses for which a final grade of A or B has been earned, as determined by an official transcript.

3. All courses to be taken in attendance at an accredited college or university as recognized by the New Jersey State Department of Education:

a. By physical attendance at classes and completion of the prescribed work in the course or courses offered by the accredited college or university; or

b. By completion of the prescribed work for the course or courses offered by the accredited college or university over the Internet during an academic term. To be accepted for reimbursement, Internet courses must be offered by an accredited college or university that offers the same course to students in physical attendance at the institution, subject to sufficient students enrolling for the course; the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree; and the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or correspondence courses.

4. In order to receive reimbursement, applicant must be in the employ of the school at the time the claim is made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year. Reimbursement will be subject to the following limitations:

(a) The basic rate is established at \$50 per credit.

(b) Actual credit charges less than \$50 per credit will be reimbursed at the actual credit charge.

(c) If the actual credit charge is less than \$50, the applicant may also include for reimbursement related laboratory and/or registration fees, provided the total does not exceed \$50 per credit. No consideration for related fees will be given when the actual credit charge exceeds \$50 per credit. If total of actual credit charges and related fees is less than \$50, then this total actual charge will be paid.

(d) If the total actual charge per credit exceeds \$50, the applicant will be reimbursed at the rate of \$50 per credit or 75% of the actual total charges, whichever is greater.

5. Applicant must have served two (2) full years of employment in the Hanover Park Regional High School District to be eligible.

6. Applications and requests are to be submitted to the Superintendent for

recommendation to the Board and be approved before enrolling for course work. The following dates apply:

APPLICATION DEADLINES:

June 30th for Summer School Courses

September 30th for Fall Courses

February 15th for Spring Courses.

7. In any semester during the school year reimbursement will be made for no more than two (2) courses. This limitation shall not apply to teachers on sabbatical leave.

8. In addition to the provisions contained herein, effective July 1, 2004 there will be established a career limit on tuition reimbursement for all teachers as follows:

Tier 1: Tuition reimbursement for all graduate courses completed up to and including the earning of an initial Master's Degree to an individual teacher career limit of \$8,500.00 while an employee of the Board.

Tier 2: Tuition reimbursement for all graduate courses completed after the earning of an initial Master's Degree to an individual teacher career limit of \$4,000.00 while an employee of the Board.

ARTICLE X

ADVISORY COUNCIL

A. Organization:

1. Purpose:

There shall be established for the current school year an Advisory Council whose purposes shall be:

(a) To identify important areas of the educational programs for further study to improve the quality of education for the students of the District.

(b) To identify areas of school operation which require clarification of rules, regulations and procedures, and to advise and counsel the Superintendent concerning the adoption of rules,

regulations and procedures.

(c) To suggest to the Superintendent the order of priority of problems needing attention, and to provide personnel and materials to work with review committees when formed.

2. Membership:

The Advisory Council shall include four (4) Association representatives [two (2) from each school], three (3) administrative representatives, and the Superintendent of Schools or his designee. Association representatives on the Advisory Council shall be selected from the membership of the Association, and the names of members selected shall be sent to the office of the Superintendent no later than June 1st. The names of the administrative representatives on the Advisory Council shall be sent to the Association no later than June 1st.

3. The Advisory Council may establish study committees for specific projects.

4. Rules of Procedure:

The Advisory Council shall establish its own rules of procedure and shall provide for a rotating Chairperson who shall be responsible for the arrangement and conduct of meetings.

5. Meetings:

The Advisory Council shall meet at least once each month. Every effort shall be made to have meetings begin by 1:00 p.m., provided that the scheduling requirements of the schools permit the attendance of the Advisory Council members at such time.

B. Reports:

1. Advisory Council Actions:

The Advisory Council shall report to the Superintendent, and to the Association at regular intervals the results of any studies conducted by the study committees, including minority opinions.

2. Superintendent Action:

The Superintendent shall study all reports submitted to him by the Advisory Council and

shall submit a written reply to all Advisory Council proposals, together with plans for implementing those proposals accepted for action. If a program is not accepted for action by the Superintendent, he will forward same to the Board with his comments, if any. It is understood, however, the consideration of ideas, suggestions and program changes by the Superintendent and the Board is not limited to recommendations only from the Advisory Council.

C. Teacher Participation:

Members of the Council shall be relieved of specific activity assignments in order to perform Advisory Council duties but also may be called upon for such activity assignments according to the flexibility requirements of the school district.

## ARTICLE XI

### TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class, ability levels and subject assignments for the forthcoming year as early as practicable before the end of the current school year.

2. In the event that changes in such assignments are proposed after August 15th, any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, which request shall be made immediately upon receipt of such notification; the changes shall be promptly reviewed between the Principal and the teacher affected, and at his option, a representative of the Association. Changes in assignments shall not be subject to the grievance procedure, but if the matter is not satisfactorily resolved by the Principal, the changes shall thereupon be promptly reviewed by the Superintendent or his designee.

**B. 1. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at a rate annually determined by the Board for all such driving done between the opening and closing of the school day.**

**2. Unless transportation is provided by the District, any coach who is assigned to and coaches at a location other than the school to which he was assigned for his last teaching period shall receive mileage reimbursement in accordance with the established District Regulation.**

## ARTICLE XII

### VOLUNTARY TRANSFER AND REASSIGNMENT

A. 1. Once each school year, and no later than April 15th of the same, the Superintendent shall post in all school buildings a list of the vacancies known at that time which shall occur during the following school year.

2. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than May 1st,

and responses shall be made by June 1st if practicable.

3. All decisions on transfer or reassignment, whether voluntary or involuntary, are not subject to the grievance procedure.

### **ARTICLE XIII**

#### **TEACHER EVALUATION**

A. Following each classroom observation the evaluator shall prepare a written report and present the teacher observed with a copy of the report no later than one (1) week following the date of the observation and, in any event, no later than one (1) day before any conference is set for the purpose of discussing the evaluation. Within one (1) week from the day of the observation the evaluator or teacher may schedule a follow-up conference for the purpose of discussing the evaluation. Following the conference a written conference follow-up report may be prepared by the evaluator, if necessary, and a copy presented to the teacher involved. The teacher shall acknowledge that he has had the opportunity to examine the evaluation report by affixing his signature thereon, with the express understanding, however, that such signature in no way indicates agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete evaluation form unless he is permitted to set **forth the existence of the blanks or the claimed omissions rendering the form incomplete.**

**B. Observation and evaluation procedures for non-tenured teachers shall conform with the State Statute and Regulations, and violations, if any, shall be subject to review by the Commissioner of Education and not through the grievance procedure.**

**C. Tenured teachers shall have at least two (2) classroom performance evaluations each school year, one each semester, with the second classroom evaluation to be completed before the annual evaluation. Tenured teachers shall receive one annual evaluation by June 1st of each school year.**

**D. 1. Conferences between teacher and advisor may be carried out, as needed, for the purpose of providing assistance to the teacher and discussing his overall performance in the District.**

**2. The administrator will complete his assessment of the teacher's overall**

**performance for the year and discuss it with the teacher either before or after completing the annual evaluation form. The teacher will advise the administrator whether the conference is to be held prior to completion of the form.**

**E. 1. A teacher shall have the right upon request to the Principal to review the contents of his personnel file in his school and to receive a copy of any documents contained therein. Once every three (3) years a teacher shall have the right to indicate those documents or other materials three (3) years of age or older in his file in his school which he believes to be obsolete. Said documents shall be reviewed by the Superintendent, or his designee, and if, in his opinion they are obsolete, they shall be destroyed.**

**2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher be given an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material.**

**3. The Board agrees not to establish any official personnel file which is not available for the teacher's inspection in accordance with the provisions of this Article.**

**F. The use of public address, cameras, audio systems and similar surveillance devices in connection with observation of the work performance of a teacher for evaluation purposes without the consent of the teacher is hereby not sanctioned.**

## **ARTICLE XIV**

### **TEACHING HOURS AND TEACHING LOAD**

#### **A. WORK DAY:**

1. The total in-school workday for classroom teachers covered by this Agreement shall consist of not more than seven (7) hours and thirty (30) minutes, which shall include a duty-free lunch period.

2. Teachers shall report for duty fifteen (15) minutes before the start of the student school day and shall remain in the building ten (10) minutes after the end of the student school day.



3. Teachers are expected to perform a reasonable amount of extra and co-curricular service as part of their contract. The foregoing time limits shall be subject to extension as may be reasonably necessary for the purpose of providing special help to pupils, assisting with extra-curricular activities, attending staff meetings, and performing other duties of a similar nature. Classroom teachers shall establish one day per week when they will be available in their classrooms to provide extra help to students either immediately after or before the regular school day. Each teacher shall post in his/her classroom the day and time designated for extra help, and shall so notify his/her supervisor.

4. Teachers may leave the school grounds during their scheduled duty-free periods upon notifying the central office.

5. Nothing herein contained is intended to restrict the right of the Board to schedule a longer work day for any teacher than provided in Paragraph A.1, if necessitated by special circumstances; provided, however, that in such case such teacher shall receive additional compensation in accordance with Board Policy, or as provided in Paragraph B.3 or B.4 of this Article XIV.

B. WORK LOAD:

1. The daily work load of teachers shall include:

Five (5) periods of regularly scheduled classes;  
One (1) preparation period;  
Two (2) duty periods.

2. Definitions:

a. *Regularly Scheduled Class* - A class of students assigned on a regular basis to a teacher for which credit is granted.

b. *Preparation Period* - A duty-free period for use by the teacher to prepare for his teaching assignments (commonly designated "teacher preparation hour" ["TPH"]).

c. *Duty Period* - An assignment that may include, but need not be limited to, cafeteria supervision, central detention, central office/teacher coverage, commons supervision, department duties for coordinators, HPREA Advisory Council meetings, Independent Study Program supervision; library supervision, study hall supervision,

suspension room supervision, teacher travel time, Vo-Tech lunch supervision and tutorial.

(1) *Tutorial* - The objective of the tutorial or extra help period, is to provide students with an alternative to a study hall on any given day where they can receive extra teacher help with homework or class assignments.

(a) Teachers assigned to extra help period will be available at a designated location during the extra help period.

(b) Students scheduled for a study hall during a scheduled extra help period and desirous of extra help may elect to go to the tutorial room location rather than their study hall on any given day.

(c) In the tutorial room, students may seek assistance from available teachers on homework, class assignments, quiz and test preparation, and/or general review of subject material. Academic responsibilities of teachers assigned to the tutorial shall be within the foregoing categories.

(d) No student shall be regularly or permanently assigned to the tutorial help period.

(e) Extra help periods shall not be used for students assigned to independent study, nor will credit be granted for time spent in extra help.

3. If any classroom teacher is required by the Board to teach more than five (5) periods of regularly scheduled classes per day, such teacher shall be compensated for each such regularly scheduled extra period of classroom instruction at the rate of 1/5 of his or her daily salary, computed on a basis of 1/20 of the monthly salary, for each period in excess of five (5) so taught on a regular basis in any day.

4. If any classroom teacher is required by the Board to remain on duty in school on a regularly scheduled basis for more than eight (8) consecutive periods without being required to teach more than the usual five (5) periods of regularly scheduled classes during such school day, such teacher shall be compensated at the rate of 1/8 of his or her daily salary, computed on a basis of 1/20 of the monthly salary, for each full period so required.

5. The following provisions shall apply to the interactive television program (ITV):

- a. Teachers instructing an ITV class being sent to a remote site shall be released from one (1) duty assignment.
- b. Curriculum directed by the administration to be developed specifically for ITV shall be handled as a regular curriculum project under Article IV., III. Curriculum Work.
- c. Supervising a class being received through the ITV network will count as a duty period assignment.
- d. Teachers assigned by the Board to instruct an ITV class being sent to remote sites may be observed in the performance of their duties. For the first year in which a teacher instructs an ITV class, observations of the teacher's ITV instructional performance shall be informal in nature and shall not be included in the teacher's formal written classroom performance evaluations. This restriction shall terminate after the completion of the teacher's first year of ITV instruction and, thereafter, the evaluation of the teacher's performance shall be in accordance with Article XIII and District procedures for evaluation of professional staff. The restriction with respect to evaluation of the teacher's first year of ITV instructional performance applies only to evaluations of performance and not to matters which are disciplinary in nature.
- e. Wherever practicable, teachers will be assigned to instruct ITV courses on a voluntary basis.
- f. If the number of students in an ITV course as of October 1 of the school year exceeds thirty (30), the teacher assigned to teach such course shall be relieved from supervising a second duty period. A stipend of \$500 will be paid to any such teacher who is a coordinator, a building faculty representative, or who has been assigned to teach in more than one school per day, and who has been released from assignment to a second duty period in order to perform the functions of such position.

6. Effective July 1, 2001, the daily workload of the Independent Study Coordinator in each school shall include five (5) periods of regularly scheduled classes, and one of the duty periods assigned to each Independent Study Coordinator will be devoted to performance of Independent Study Program supervision.

**ARTICLE XV**

**TEACHER WORK YEAR**

- A. The teacher work year shall consist of one hundred eighty-three (183) instructional days, up to one (1) full in-service day as scheduled by the Superintendent, and one (1) orientation day.
- B. Personnel new to the School District may be required to attend an additional orientation day prior to the opening of school.

**ARTICLE XVI**

**REDUCTION IN TEACHING STAFF**

- A. In the event the Board should determine to reduce the total number of teachers in the District, it shall, prior to formally making such reduction, advise the Association through the Superintendent of its decision and give the Association the opportunity to meet and discuss with the Superintendent the proposed reduction in teaching staff. If the Association is not satisfied with the discussion it will have the opportunity to meet and discuss with the Board the proposed reduction in force.
- B. Any final decision made by the Board in connection with reduction in teaching staff after consultation with the Association shall be made in the sole discretion of the Board.
- C.
  - 1. The procedure for reducing teaching staff shall be in accordance with applicable State Statute and Regulations.
  - 2. Any review of Board action with respect to reduction in teaching staff shall be made through the office of the Commissioner of Education in accordance with applicable State Statute and Regulations and shall not be through arbitration.

## **ARTICLE XVII**

### **HEALTH INSURANCE**

A. The Board agrees to continue during the current contract years health insurance benefits being provided at the time of the execution of this Agreement, provided, however, the Board may substitute other insurance carriers so long as the insurance coverage's are the same or better than those now being provided.

B. The Board agrees to pay ninety (90%) percent of the annual premium for provision of the Delta Dental Program II as described in the attached Schedule "E". The employees shall pay the ten (10%) percent balance of the dental insurance premium through the payroll deduction plan, with each employee paying his or her share of the applicable premium.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

A. The parties to this Agreement agree to enter into negotiations of a successor Agreement no later than October 15, 2005.

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

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

D. Copies of this Agreement shall be duplicated by the Board after agreement with the Association.

E. Whenever any notice is required to be given in writing by either of the parties to this Agreement to the other, either party shall do so personally or by certified mail - return receipt requested, to the following addresses:

1. If by the Association, to the President of the Board at 75 Mt. Pleasant Avenue, East Hanover, New Jersey 07936.
2. If by the Board, to the President of the Association at his assigned school.

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

**SECTION 2: SECRETARIAL/CLERICAL ATHLETIC TRAINER AND FULL AND PART-TIME INSTRUCTIONAL AIDE STAFF PROVISIONS**

**ARTICLE XIX**

**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board regularly employed in the following positions:

Secretaries at the Whippany Park and Hanover Park High Schools and the Special Services Office

Athletic Trainers

Full and part-time Instructional Aides (Excluding all aides not specifically hired to assist with the classroom instruction of a pupil or pupils, such as, by way of description and not limitation, bus aides, cafeteria aides, library aides.)

excluding Board of Education Office personnel, Superintendent's Office personnel, managerial, supervisory, confidential, and all other employees.

B. Part-time instructional aides are defined as those instructional aides not regularly employed for twenty (20) hours or more per week.

C. Unless otherwise indicated, the term `employees' when used hereinafter in Articles XX through XXX of this Agreement shall refer only to the employees represented by the Association in the negotiating unit as above defined in this Article XIX, and use of the female pronoun shall also include reference to male employees.

**ARTICLE XX**

**GRIEVANCE PROCEDURE**

A. Definition:

1. A "grievance" shall mean a complaint in writing by an employee or group of employees or the Association that there has been to her or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a

violation, misinterpretation or inequitable application of this Agreement, or a violation, misinterpretation or inequitable application of an administrative decision affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the aggrieved party within fifteen (15) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

- (a) Matters where a specific method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education;
- (b) Matters which according to law are beyond the scope of Board authority;
- (c) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do;
- (d) A complaint of a non-tenured employee which arises by reason of not being re-employed.

2. As used in the above definition the term "group of employees" shall mean a group of employees having a common grievance.

3. An aggrieved party is the person or persons or the Association claiming the grievance.

**B. Procedure:**

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.

3. It is understood that aggrieved parties shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and



regulations of the Board.

4. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. Any aggrieved party may be represented at all stages of the grievance procedure by herself, or, at her option, by a representative of her own choosing. Where an aggrieved party is not represented by the Association, the Association will be permitted to have one (1) of its members attend any formal hearing as an observer only and without participation in the hearing process.

5. If a common grievance affects both high schools it shall commence at Level Two.

C. Grievance Levels:

1. LEVEL ONE:

The aggrieved party shall set forth her grievance in writing to her designated Administrative Supervisor. Subject to change by the Superintendent, the designated Administrative Supervisor for secretaries and athletic trainers is their building Principal, and the Assistant Superintendent for Child Study Team secretaries and instructional aides. The employee shall file the grievance on the grievance forms provided within the time limits set forth in Paragraph A.1 above. Failure to do so shall be deemed to be a waiver of or an abandonment of the grievance. The Supervisor shall communicate his/her decision to the aggrieved party in writing within seven (7) working days of receipt of the written grievance.

2. LEVEL TWO:

The aggrieved party, no later than ten (10) working days after receipt of the Supervisor's decision, may appeal such decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the grievance submitted to the Supervisor as specified above and the employee's reasons for dissatisfaction with the decisions previously rendered. A copy of the writing shall be furnished to the Supervisor and to any other parties who may have a direct interest in the grievance. The Superintendent shall, within ten (10) working days of the time of the presentation of the written grievance, hold a hearing at which time all parties in interest shall have a right to be heard. Within ten (10) working days of such hearing, the Superintendent shall in writing advise the aggrieved party of the Superintendent's determination and shall furnish a copy of same to the grievant's Supervisor and to any other parties who may have a direct interest.

Decisions of the Superintendent in any matter excluded from the definition of a grievance heretofore shall not be the subject of an appeal to the Board under this grievance procedure nor

submitted to arbitration. The parties expressly agree that consideration of such questions by the Superintendent is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances, nor a waiver by the aggrieved party of any right to appeal a non-grievance matter to the Commissioner of Education or other applicable tribunal, according to law.

3. LEVEL THREE:

If the grievance is not resolved to the aggrieved party's satisfaction, then the grievant, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request, within five (5) working days, to the Board Committee. The grievant shall state on the appeal request the alleged dissatisfaction with the Superintendent's action. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. If the Board conducts a hearing it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within thirty-five (35) calendar days from receipt of the grievance appeal. Notwithstanding the foregoing, if so requested at the time the appeal is made, the Board shall conduct a hearing where the grievance is caused by the action of a Building Administrator.

Decisions of the Board in any matter excluded from the definition of a grievance heretofore shall not be submitted to arbitration without the Board's written prior consent. The parties expressly agree that consideration of such questions by the Board is not intended and shall not be construed to be a waiver of the fact that such matters are not deemed grievances, nor a waiver by the aggrieved party of any right to appeal a non-grievance matter to the Commissioner of Education or other applicable tribunal, according to law.

No claim by an aggrieved party shall be processed beyond Level Three if such claim pertains in whole or in part to alleged misinterpretation, misapplication or violation of Board policy or alleged misinterpretation, misapplication or violation of an administrative decision.

4. LEVEL FOUR:

If the aggrieved party does not accept the disposition of the grievance at Level Three and wishes review by a third party and the claim pertains exclusively to misinterpretation,

misapplication or a violation of any of the provisions of this Agreement, she shall notify the Board through the Superintendent within ten (10) working days of the receipt of the Board's decision. An aggrieved party in order to process her grievance beyond Level Three must have her request for such action accompanied by the written recommendation for such action by the Association.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he in any case have power to rule on any issue or dispute which is not a grievable matter under this Article XX or so specified under the provisions of this Agreement or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

(c) Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

D. The Board may, at its election, institute a grievance against the Association for a claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to instituting such a grievance, the Board shall notify the Association in writing of its intention so to do, with reasons. The parties shall meet within ten (10) working days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) working days after the first such meeting, the Board may then proceed with the filing of the grievance by following the procedures of Level Four of the grievance procedure.

**ARTICLE XXI**

**COMPENSATION**

- A. Salaries for employees for school years 2004-2006 shall be in accordance with official employment records on file in the Superintendent's office and as set forth on the Salary and Rates of Pay Schedules annexed hereto as follows:

Secretaries: Schedules "F";

Athletic Trainers: Schedules "G";

Instructional Aides: Rates of Pay Schedules "H".

- B. Each secretary and athletic trainer who has attained the requisite years of service shall receive, as an addition to his or her salary under the respective attached Salary Schedules (F1 & F2 for secretaries and G for athletic trainers), the longevity stipend specified on such Salary Schedules. Years of service for longevity stipend purposes is defined as the number of full years of service an individual has completed as a secretary or athletic trainer in the employ of the Hanover Park Regional High School District Board of Education as of June 30 preceding the commencement of the school year in which the longevity stipend is to be paid. Time spent on leaves of absence shall not count towards service for the longevity stipend. Instructional aides do not receive the longevity stipend.

**ARTICLE XXII**

**TEMPORARY LEAVES OF ABSENCE**

- A. Sick Leave:

1. Employees shall be permitted annual sick leave as follows:
  - a. All steadily employed twelve-month secretaries are permitted sick leave with full pay for twelve (12) days each school year. All steadily employed ten-month secretaries are permitted sick leave with full pay for ten (10) days each school year.
  - b. All steadily employed athletic trainers are permitted sick leave with full pay for ten (10) days each school year.

- c. All steadily employed full-time instructional aides are permitted sick leave with full pay for ten (10) days each school year.
- d. Part-time instructional aides do not receive paid sick leave.

All unused sick leave days shall be accumulated. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate at any time following an employee's use of a sick day.

2. Where an employee entitled to paid sick leave can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, she shall notify her principal or immediate superior as soon as she is aware of the pending condition. The employee shall specify in writing her best estimate of the dates of commencement and termination of disability. At the time of notification, the employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.

3. Compensation for Unused Sick Days - Secretaries:

(a) Upon retirement for service and age from a State administered retirement system, each secretary who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave not to exceed \$3,200.00 based on \$32.00 per day for each day of earned and unused accumulated sick leave. A secretary who elects a deferred retirement benefit shall not be eligible for the retirement payment.

(b) Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event a secretary fails to give notice by November 1st for the reason that such secretary has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the secretary shall give notice of the condition causing the retirement as soon as possible. In the event such secretary demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

(c) Athletic trainers and instructional aides do not receive the lump sum retirement payment for accumulated sick leave.

B. Other Absence - Secretaries and Athletic Trainers:

1. Absences permitted for secretaries and athletic trainers under this Article XXII B. are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days is to grant paid leave for substantial emergent matters. Where possible, every effort should be made by the secretary or athletic trainer to conduct personal affairs or business outside working hours.

(a) *Death in the Immediate Family* - An allowance for a reasonable length of time not to exceed five (5) days shall be granted to secretaries and athletic trainers upon request. "Immediate family" shall be construed to mean the parent, current spouse, child, of the secretary or trainer, or any relative of the secretary or trainer who resided as a member of his or her immediate household. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith.

(b) *Death of other relatives* - An allowance for a reasonable length of time not to exceed one (1) day shall be granted to secretaries and athletic trainers upon request for death of a grandparent or grandchild.

(c) *Serious Illness in the Immediate Family* -An allowance for a reasonable length of time up to two (2) days shall be granted to secretaries and athletic trainers upon request to care for members of the immediate family as defined above. Such leave is granted for the purpose of permitting the person granted such leave to attend to the immediate needs of the ill person when such employee is unable to arrange for someone else to provide such care. Notwithstanding the foregoing, athletic trainers shall not be granted such leave for any day or evening in which they have been assigned or scheduled to perform their services in connection with a specific event such as a contest, scrimmage or inter-squad game.

(d) An allowance of up to a total of two (2) personal days without any stated reason shall be granted to secretaries and athletic trainers each school year. If these personal days have been exhausted a secretary or athletic trainer may, upon providing a stated reason and obtaining approval of the Principal or other appropriate superior, utilize vacation days for personal business which cannot be attended to outside of regular working hours. Notwithstanding the foregoing, an athletic trainer shall be granted a personal leave day or time only for a stated reason deemed valid by the appropriate administrator, for any day or evening in which he or she has been assigned or scheduled to perform his or her services in connection with a specific event such as a contest, scrimmage or inter-squad game.

2. Requests for personal leave under this Article shall be presented in writing to the respective Building Principal or immediate administrative superior at least forty-eight (48) hours in advance of the desired absence. In cases of emergency, the request may be made by telephone to the Building Principal or immediate administrative superior as soon as practicable.

3. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent for forwarding to the Board Secretary.

4. Requests for personal leave under Paragraph 1.(d) shall not be granted on days preceding or following school vacation periods or a holiday, except in cases of emergency.

5. Extensions to any temporary leaves of absence outlined above may be made in the sole discretion of the Superintendent.

6. The provisions for temporary leaves of absence contained in this Article XXII do not apply to instructional aides.

### **ARTICLE XXIII**

#### **EXTENDED LEAVES OF ABSENCE**

A. **MATERNITY LEAVE OF ABSENCE:**

**Definition:**

The term "maternity leave" does not refer to an involuntary absence from work arising from physical disability during or following pregnancy. Such an absence is governed by the sick leave provisions contained in Article XXII Section A.

The term "maternity leave" refers to a voluntary absence from work of a secretary, Athletic trainer or full-time instructional aide to prepare for the birth of a child or to care for the child after its birth. A pregnant secretary, athletic trainer or full-time instructional aide who wishes to request maternity leave may either:

(a) Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after the birth. (By choosing to leave work before she is physically disabled, the employee forfeits the use of sick leave during the subsequent period of disability);  
or

(b) Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from pregnancy related disability.

A secretary, trainer or full-time instructional aide shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the employee may use all or any part of her annual and accumulated sick leave without having to produce a physician's certificate that she is disabled. The employee shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child.

Procedure:

Maternity leave without pay will be granted to a secretary, athletic trainer or full-time instructional aide for a period of up to the end of the school year in which the child is born, in accordance with the following procedure:

1. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.

2. Any secretarial employee, athletic trainer or full-time instructional aide intending to apply for maternity leave shall advise the Superintendent as soon as possible. The employee's request for maternity leave shall be in writing to the Superintendent at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the employee wishes her leave to commence and to terminate.

3. While an employee is working, the Board may require her during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.

4. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician. If the employee's physician and the Board's physician disagree as to the employee's fitness, then the two physicians shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to continue in her assignment.

5. Nothing stated herein is intended to restrict the right of the Board to discipline any



pregnant employee for any cause not related solely to the pregnancy.

6. Following the granting of maternity leave, the employee may request a reduction of such leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. As a prerequisite to granting the reduction, the Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

**7. If a secretarial employee, athletic trainer or full-time instructional aide has been actively employed prior to childbirth and continues to be disabled beyond the four (4) week presumption of disability following childbirth, said employee may use any sick leave benefits to which she is entitled, provided that the employee's physician provides the Board with a certificate attesting to her inability, to resume employment. The Board reserves the right to verify the employee's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification. If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, then the two physicians shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.**

8. The Board may require that an employee receiving maternity leave not accept full-time employment or full-time study, during all or part of the period of the maternity leave, which would interfere with the purpose of such leave. If an employee on maternity leave desires to undertake part-time employment, the employee shall so notify the Board of Education and the Board shall have a right of first refusal to offer the employee such part-time work.

9. Time spent on maternity leaves of absence shall not count towards salary guide placement experience or sick leave accumulation.

10. If birth occurs after March 1 of any school year, the employee shall be entitled to maternity leave through August 31st of the year in which the child is born. The employee may request and receive, at the Board's sole discretion, additional maternity leave for all or part of the remaining school year, commencing September 1st of the year in which the child is born. A request for additional maternity leave under this paragraph must be made at the time the employee initially applies for maternity leave.

B. Paternity Leave:

The Board will grant any male secretary, trainer or full-time instructional aide an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of the Board, only one parent may apply for and receive paternity or maternity leave.

C. Adoption Leave:

The Board will grant an unpaid child rearing leave of absence for a period of up to the end of the academic school year in which a secretary, athletic trainer or full-time instructional aide adopts an infant or pre-school age child. Such leave shall be granted to the same extent and by the same procedure provided for maternity leaves above, including extension of leave if adoption occurs after March 1, provided, however, that if both parents are employees of the Board, only one parent may apply for and receive adoption child rearing leave.

D. Non-applicability of Article:

The provisions of this Article XXIII do not apply to part-time instructional aides.

**ARTICLE XXIV**

**VACATIONS**

A. Secretaries:

1. Twelve-month secretaries shall be entitled to the following paid vacation leave:

1st Year of Employment	-	1 1/4 days for each full month worked
2nd through 14th Year of Employment	-	3 weeks
15 or more Years of Employment	-	4 weeks

All vacations shall be scheduled in advance through mutual agreement with the Principal.

2. Ten-month secretaries shall be entitled to ten (10) vacation days each school year, to be scheduled through mutual agreement with the Principal and to be taken when school is not in session. During their first year of employment, ten month secretaries shall be entitled to one (1) vacation day for each full month worked, to a maximum of ten (10) days, to be taken pursuant to the terms of this paragraph. All vacations shall be scheduled in advance through mutual agreement with the Principal.

B. Athletic Trainers:

Athletic trainers shall be entitled to ten (10) vacation days each school year. During their first year of employment, athletic trainers shall be entitled to one (1) vacation day for each if 1 month worked, to a maximum of ten (10) days to be taken. All vacation time shall be scheduled in advance through mutual agreement with the Assistant Principal/Athletic Director.

C. Instructional Aides:

Instructional aides do not receive vacation leave.

**ARTICLE XXV**

**HOLIDAYS**

A. Twelve-month secretaries shall receive twelve (12) paid holidays per school year, to be determined by Board policy. Ten-month secretaries shall receive eleven (11) paid holidays per school year during the period September 1 through June 30, to be determined by Board policy.

B. If any of the designated holidays falls on a Saturday, the holiday shall be recognized as falling on the preceding Friday; if the holiday falls on a Sunday, it shall be recognized as falling on the following Monday.

C. Athletic trainers and instructional aides do not receive paid holidays or holiday time off.

**ARTICLE XXVI**

**HEALTH INSURANCE**

A. Health insurance benefits shall be provided under the terms of this Article to full-time employees. A full-time employee is one regularly employed for twenty (20) hours or more per week.

B. The Board agrees to continue during the current contract term the health insurance benefits being provided at the time of the execution of this Agreement, provided, however, the Board may substitute other insurance carriers so long as the insurance coverage's are in the opinion of the Board, the same as or better than those now being provided.

C. The Board agrees to pay ninety (90%) percent of the annual premium for provision of the Delta Dental Program II as described in the attached Schedule "E". The employees shall pay the ten (10%) percent balance of the dental insurance premium through the payroll deduction plan, with each employee paying his or her share of the applicable premium.

**ARTICLE XXVII**

**WORKYEAR AND WORKDAY**

A. Secretaries:

1. The work year for twelve-month secretaries shall be July 1 through the following June 30. The work year for ten-month secretaries shall be September 1 through the following June 30.

2. The regular workday for secretaries shall be eight (8) hours long, inclusive of a one-half hour duty-free lunch period.

3. Secretaries shall be entitled to a fifteen (15) minute work break in the morning and a fifteen (15) minute work break in the afternoon. Breaks shall be staggered so as to provide continuous office coverage.

4. Special summer hours for secretaries shall be in effect from July 1<sup>st</sup> through September 1<sup>st</sup>. During this period, secretarial employees shall work seven and one-half (7-1/2)

hours per day, inclusive of a one-half-hour duty-free lunch period. This is one-half hour less than the daily work schedule during the regular year. Office coverage shall continue to be maintained until 4:00 P.M.

B. Athletic Trainers:

1. The work year for athletic trainers shall be the ten (10) month period from and including August 15th through the following June 15th .

2. Athletic trainers shall work an average of forty (40) hours per work week, in accordance with weekly schedules to be determined by the Assistant Principal/Athletic Director. The weekly schedules will vary from week to week in accordance with the needs of the athletic program, as such needs are determined by the Assistant Principal/Athletic Director.

3. A record of the athletic trainer's actual hours worked each week shall be maintained by the Assistant Principal/Athletic Director on the prescribed District form.

C. Instructional Aides:

1. Full-time instructional aides are regularly scheduled to perform their services during the ten (10) month academic school year. Part-time instructional aides work during the school year as their assignments require. Instructional aides work on days when school is in session, unless otherwise directed by the Assistant Superintendent.

2. Instructional aides are hourly employees. The daily work hours of instructional aides will be established by the Assistant Superintendent and will be modified as he may deem necessary.

3. As hourly employees, instructional aides shall report their time worked on a daily basis and shall submit the prescribed District payroll time-sheets for payment. Instructional aides will receive payment on the fifteenth (15th) day of each month for the approved hours submitted on their time sheets for the previous month.

D. Inclement weather:

In the event of inclement weather, every effort shall be made to notify employees by 6:00 A.M. whether school will be closed that day, or whether the opening of the school and District Offices will be delayed until 10:00 A.M. In the event the administration determines, between 6:00 A.M. and 9:00 A.M., that schools will not be opened that day, the employees shall be

notified of such decision to close schools by 9:00 A.M. Employees shall not be required to report to work when schools are closed due to inclement weather. Nothing in this provision shall be interpreted as requiring the District to pay hourly employees for time lost because of the closing of school due to inclement weather or for any other reason.

## ARTICLE XXVIII

### MISCELLANEOUS FRINGE BENEFITS

A. Tuition Reimbursement for secretarial employees:

Reimbursement by the Board to secretarial employees for course tuition shall be under the following conditions and provisions:

1. The course must be job related. The definition of a "job related course" shall be at the discretion of the Superintendent.

2. Applications and requests for course reimbursement must be approved by the Superintendent before the secretarial employee enrolls for the course. The following dates apply:

#### APPLICATION DEADLINES:

June 30<sup>th</sup> for Summer School Courses

September 30<sup>th</sup> for Fall Courses

February 15<sup>h</sup> for Spring Courses

3. The applicant who has received initial approval must be in the employ of the District at the time the claim for tuition reimbursement is made and must present a receipt of payment from the institution providing the course, together with an official transcript or certificate of completion of course and claim form.

4. Secretarial employees shall be reimbursed for tuition costs for approved courses to a maximum of \$200.00 per secretary per year.

B. Athletic trainers and instructional aides do not receive reimbursement for course tuition.

C. ANNUITY:

The Board shall continue to provide the tax-sheltered annuity program currently available to employees. The Board reserves the right to change the Annuity Program Administrator provided that in the Board's judgment the services and program provided by the new Administrator are equal to or better than those now being provided.

## ARTICLE XXIX

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes for all lawful purposes and without liability on the part of the Board for any mis-delivery or non-delivery of any material forwarded through the said facilities or placed in the mailboxes, provided that the Association's use of the inter-school mail facilities shall not interfere with the normal operation of such facilities.

B. The Association may, with the prior approval of the Principal, post notices on bulletin boards within the school designated for employee/employee organization use.

C. REPRESENTATION FEE:

1. Any employee, represented by the Association, who chooses not to join the HPREA and its affiliates shall pay a representation fee in accordance with the provisions of NJ S.A. 34:13A-5.5.

2. The Board agrees to implement payroll deduction as is currently operative in the District for Association dues and will include the collection and transmittal of this fee pursuant to the present procedure in accordance with N.J.S.A. 52:1415.9e.

3. The Association represents and agrees that membership in the Association is available to all eligible employees represented by it on an equal basis and that the Association has established and will maintain a demand and return system which complies with the requirements of law.

4. The Association agrees to notify the Board of the amount of the Representation Fee to be collected for each listed non-member of the Association. Said fee shall be no more than the maximum permitted by law.

5. The Association agrees to indemnify and save the Board harmless against any

liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that:

- a. The Board gives to the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and all other aspects of said defense.

6. It is expressly understood that Paragraph S above will not apply to any claim, demand, suit or other form of liability which may arise solely as a result of the Board's failure to comply with its obligations under this Article.

### **ARTICLE XXX**

#### **MISCELLANEOUS PROVISIONS**

A. Notices of new positions shall be posted in each school as soon as is practicable. A copy of said notice shall be given to the Association at the time of posting. Secretaries who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

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

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

D. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.



### **SECTION 3: BUS DRIVERS' PROVISIONS**

#### **ARTICLE XXXI**

#### **RECOGNITION**

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the regularly employed employees of the Board in the following designated position:

Bus Driver

but excluding all other employees. A regularly employed Bus Driver is defined as an individual who is duly assigned to drive specific, predetermined and routine home-to-school and/or school to-home runs, including regular late runs, all of which runs are scheduled and expected to be performed on a regular, daily basis throughout the school year. Field and/or athletic trips and seasonal late runs are expressly excluded from consideration in determining whether an individual qualifies as a regular driver.

B. Unless otherwise indicated, the term "employees" when used in Articles XXXI through XLII of this Agreement shall refer only to the personnel represented by the Association in the negotiating unit as above defined in this Article XXXI, and reference to male employees shall also include female employees where the text herein so requires.

C. Any employee who is not a member of the Association but eligible for membership in the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed eighty-five (85 %) percent of the regular annual membership dues, fees and assessments. Membership in the Association is available to all eligible employees on an equal basis and the Association has established and maintains a demand and return system, which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

The Association agrees to indemnify and save the Board harmless from any liability which may be incurred by the Board as a result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, within fifteen (15) days of receipt of notice, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

## ARTICLE XXXII

### GRIEVANCE PROCEDURE

#### A. Definition:

1. A "grievance" shall mean a complaint in writing by an employee or group of employees that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement or a violation, misinterpretation or inequitable application of any administrative decision affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the aggrieved party within fifteen (15) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

(a) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone;

(b) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.

2. As used in the above definition the term "group of employees" shall mean a group of employees having a common grievance.

#### B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance

within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the grievance.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any aggrieved party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. 1. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level, and if the discussion does not resolve the matter the employee shall initiate the grievance procedure by setting forth his/her grievance in writing to the Superintendent or his designee on the grievance forms provided. Failure to do so within the time limits set forth in Paragraph A(1) above shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent or his designee shall hold a hearing within ten (10) working days of the presentation of the written grievance and shall render his decision within seven (7) working days thereafter.

2. The aggrieved party, no later than five (5) school days after receipt of the decision of the Superintendent or his designee, may appeal the decision of the Superintendent or his designee to the Buildings, Grounds and Transportation Committee of the Board of Education or other standing committee designated by the Board. An appeal to the Board Committee must be made in writing and delivered to the Board Secretary within the time deadline specified above. Such a written appeal shall recite the matter submitted to the Superintendent or his designee and shall specify the party's reason for dissatisfaction with the rendered decision. Written copies of the appeal shall be furnished by the grievant to any other parties who may have a direct interest in the grievance.

The designated Board Committee shall, within twenty-one (21) calendar days from the receipt of the grievance appeal by the Board Secretary, conduct a hearing on the matter and may request the submission of additional written material. The Board Committee shall render its determination in the matter within thirty-five (35) calendar days from the receipt of the grievance appeal. The decision of the Board Committee shall be final and shall be adhered to by both

parties unless pursued by either party to another appropriate forum.

3. In the event the grievance is an appeal from a discharge of the employee and the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his designee, the employee, no later than five (5) working days after receipt of the decision, may request a review by the Board of Education. Appeals which arise from discharge as a ground must be initiated within three (3) working days from the notification of discharge. The Board in a discharge case shall conduct a hearing within fifteen (15) working days of the receipt of the grievance appeal by the Board and shall make a determination within seven (7) working days from the date of the final hearing. The foregoing provision for appeal from a discharge of the employee shall not apply to discharge of a new employee at any time during and including the first ninety (90) calendar days of employment in the District.

D. Disciplinary Grievances:

If the Association does not accept the disposition of the grievance by the Board or its committee and wishes review by a neutral third party, and if the claim pertains exclusively to a dispute concerning the imposition of a reprimand or discipline within the meaning of N.J.S.A. 34:13A-22, the Association, no later than ten (10) working days after receipt of the decision, shall notify the Board through the Superintendent that it desires to submit the dispute to binding arbitration. The right to initiate arbitration rests solely with the Association, and not the employee. The discharge of a new employee within the probationary period of the first ninety (90) calendar days of employment shall not be reviewable by an arbitrator.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he in any case have power to rule on any issue or dispute which is not an arbitrable disciplinary dispute pursuant to N.J. S.A. 34:13A-22 *et seq.* The decision of the arbitrator shall be final and binding and shall be issued within thirty (30) days of the completion of the arbitrator's hearings.

(c) Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

### **ARTICLE XXIII**

#### **COMPENSATION**

A. 1. The hourly wage rate for employees during the term of this Agreement shall be in accordance with official employment records for bus drivers on file in the Superintendent's office and as set forth on SCHEDULE "I" annexed hereto.

B. 1. The hours worked, in all cases, shall be calculated by computing the time between the scheduled departure times to the scheduled arrival time.

2. Fifteen (15) minutes for required vehicle check - engine warm-up, etc., and ten (10) minutes for required vehicle cleanup and check-out procedure, etc., shall be added to the time calculated in Paragraph B.1. above for regularly assigned morning and afternoon runs, not including regular or seasonal late runs.

3. In the event the total hours worked in the morning or afternoon (including time allowed for start-up and clean-up) or for regular and seasonal late runs does not exceed one and one-half (1-1/2) hours, the employee shall be paid a minimum of one and one-half (1-1/2) hours for any morning, afternoon or late runs worked. As the foregoing minimum is intended to be paid with respect to separate shifts, it shall not apply where an employee is carried over from an afternoon run in order to drive any late run.

4. Any driver whose regularly assigned run requires a lay over of less than one hour between routes shall be paid for the lay over time involved.

5. An employee's Time Sheet will not be altered or changed without first informing the employee.

C. **LONGEVITY:**

Upon completion of the years of service in the District set forth below as of June 30th of the preceding year, an employee shall receive in addition to his or her wage the annual payment specified herein. This payment shall be made on or before December 30<sup>th</sup>:

Upon completion of seven (7)

years of service as of June 30<sup>th</sup>  
of the preceding school year: \$100

Upon completion of twelve (12)  
years of service as of June 30<sup>th</sup>  
of the preceding school year: \$300

Upon completion of eighteen (18)  
years of service as of June 30<sup>th</sup>  
of the preceding school year: \$500

It is understood that the above amounts are not cumulative.

D. Employees shall receive a one (1) hour notice of cancellation prior to the reporting time of a scheduled field trip or athletic event, or, in lieu thereof, shall receive one and one-half (1-1/2) hours' pay at the herein rate.

E. Overtime shall be the number of hours an employee works beyond forty (40) hours in a given week. An employee performing overtime work shall be compensated for same at the rate of one and one-half (1-1/2) times the regular hourly wage applicable to such work when performed during non-overtime hours.

F. Each employee will receive his/her respective day's pay for his/her regularly assigned routes for any day that schools are closed due to emergency reasons.

G. 1. Upon retirement from employment in the District through the Public Employees Retirement System for age and service or disability, any driver having fifteen (15) or more years of service in the District and who has accumulated at least fifty (50) sick days shall receive a lump sum retirement bonus payment of Five Hundred (\$500.00) Dollars. Any employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

(a) Notice of intention to claim the benefit provided hereunder must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided

for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

H. Effective September 1, 2002, Bus Drivers will be paid twice monthly, in accordance with and subject to the provisions and limitations of Appendix Three of this Agreement, and direct deposit of bus drivers' pay checks will no longer be available.

I. As early in the school year as is practicable, each driver shall receive an individual letter setting forth the number of school days, the number of hours per day in his/her regularly assigned runs and his/her hourly rate.

J. The Board of Education and the individual bus driver employee shall each be obligated to provide the other with a minimum of ten (10) working days notice of termination of employment.

#### **ARTICLE XXXIV**

#### **TEMPORARY ABSENCES**

A. Employees who are steadily employed shall be allowed sick leave with pay of one (1) working day for each month of service during the remainder of the first school year of service in the District, and ten (10) working days in each school year thereafter. The working day is defined as including only regularly scheduled runs. Sick leave days not utilized in any year shall accumulate to be used for additional sick leave as needed in subsequent years. Sick leave is hereby defined to mean a necessary absence from duty because of personal disability due to illness or injury. Any employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the Board.

**B. Other Absence:**

1. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year.

(a) *Death in the Immediate Family* - An allowance for a reasonable length of time not to exceed three (3) days shall be granted upon request. Immediate family shall be construed to mean the employee's parent, current spouse, sibling, child or spouse's parent. Also included shall be any other relative of the employee who resided as a member of the employee's

immediate household at the time of death. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith.

(b) *Personal day* – For July 1, 2004-June 30, 2005 an allowance of one (1) day and effective July 1, 2005, an allowance of two (2) days shall be granted upon request for personal business which cannot be attended to outside of regular working hours. No reason need be stated for such personal day. Employees shall provide the Transportation Coordinator with at least twenty-four (24) hours' advance oral notice of the use of a personal day, except in cases of emergency, in which event notice shall be provided as soon as possible after the employee learns of the need for the day.

C. Unauthorized Absences:

Drivers absent without authorization shall forfeit two (2) days of their regular assignments for every one (1) day of unauthorized absence. Employees may obtain authorization for short-term absences due to personal illness or legitimate family emergency upon notification to the Transportation Coordinator or designee prior to the absence. Employees desiring long-term absence (in excess of five (5) days) may apply to the Board for such leave.

**ARTICLE XXXV**

**LICENSE EXPENSES**

A. The Board will provide the services of the Board's physician for the medical examination required in order to acquire or renew the **Bus Driver's License** of any employee. In the event an employee desires to utilize his or her own physician the cost of such examination shall be borne by the employee.

B. A newly employed driver without the proper bus driver's license shall be reimbursed for the initial license fee upon completion of one (1) year of employment with the Board.

**C. The Board will reimburse each driver having more than one year of service in the District' for all fees charged by the State, including fingerprinting, to issue the Commercial Driver's License or any renewal thereof.**



**ARTICLE XXXVI**

**INSURANCE PROTECTION**

A. The Board shall continue to provide the existing health care insurance protection to all employees as now enjoyed under the State Plan, and shall pay the full premium for each employee and, in cases where applicable, for Family Plan Insurance coverage to the same extent as now being paid. It is expressly understood that any employee who is not regularly employed for twenty (20) hours or more per week presently is not receiving any insurance coverage and is not entitled to receive any such coverage under this provision.

B. Employees shall receive the same full-family Dental Insurance Plan provided to District teachers. Each employee shall pay ten (10%) percent of the dental insurance premium through a payroll deduction plan. All employees shall participate in the Dental Insurance Program.

C. The Board reserves the right to replace any existing insurance coverages with policy or policies of another insurance carrier or carriers, provided the coverages are substantially equal to or better than provided by the present carrier. The Board agrees to discuss any proposed change of coverage or carrier with the Association prior to making any such change.

**ARTICLE XXXVII**

**SAFETY BONUS**

A. The Board agrees to continue the existing practice of providing a safety bonus of \$50.00 and \$100.00 in accordance with any rules presently applicable thereto, or as may be adopted from time to time.

**ARTICLE XXXVIII**

**FIELD AND ATHLETIC TRIPS AND SEASONAL LATE RUNS**

A. During the school year all known field and athletic trips shall be posted and assigned as per the method specified in Appendix One.

B. During the school year, available seasonal late run assignments shall be posted and assigned as per the method specified in Appendix Two. "Seasonal late runs" are defined for this Agreement as those late runs that operate only during a specific athletic or activity season.

Appendix Two does not apply to "regular late runs", which are defined for this Agreement as late runs that are scheduled to operate on a regular daily basis when school is in session.

1. Any driver who is regularly assigned more than six (6) hours of daily work shall be ineligible to bid on and receive a seasonal late run assignment. He/she may, however, assume a position on the seasonal late run substitute list.
2. In order to bid on and receive a seasonal late run assignment, a driver must be available for both A.M. and P.M. regular assignment.

C. Drivers eligible, available and wishing to drive "seasonal late runs" but not initially assigned one shall be placed on a "seasonal late run substitute list" in order of their seniority. When a substitute is needed for a seasonal late run, the substitute shall be obtained from this list by availability and then by seniority. The list shall be rotating. An individual who is chosen and serves as a seasonal late run substitute will assume a position at the lowest end of the list and rotate upwards as other individuals get their turn.

1. If the dispatcher or coordinator is unable to obtain a substitute after trying the first two eligible persons on the list, he/she shall fill the route as he/she sees best.

D. In order to be eligible to bid on and receive a field and athletic trip(s) in any given month, a driver must have driven at least ten (10) hours per month of a home to school run or shuttle run or regular late run for the previous month. Drivers will be given credit towards this requirement for time spent on excused absence. Nothing in this eligibility provision shall prohibit the Board from assigning a field and athletic trip to an alternate driver in an emergency situation.

## **ARTICLE XXXIX**

### **ASSIGNMENT TO ROUTE**

A. **Seniority:**

"Seniority" is defined as the length of continuous service as a regular driver within the District. A regular driver shall accumulate one year's seniority credit for each school year in which such driver has carried out duly assigned home/school route(s) for at least four (4) consecutive months during such school year.

The Transportation Coordinator will revise the seniority list annually and post the list at the start of each year.

B. Seniority Status:

All substitute drivers who are hired as regular drivers effective January 1, 1991 and thereafter shall receive one (1) year's seniority credit as a regular driver for each seven (7) years of service as a substitute driver.

C. Use of Seniority in Route Assignment:

Seniority will be utilized by the Board as one of the factors to be considered in assigning runs at the start of the school year. It is expressly understood, however, that selection of driver and assignment of runs remains in the sole discretion of the Board. Further, it is expressly understood that the Board may assign runs in such a manner as to maximize, to the extent practicable, the number of members of the unit eligible to qualify for health benefits.

D. Limitation on Regular Assignments:

Every effort shall be made in the scheduling of regularly assigned runs so that no individual receives more than six and one-quarter (6.25) hours of regular daily assignment during the 2002-03 school year and no more than six (6) hours of regular daily assignment commencing with the 2003-04 school year. The terms "regularly assigned runs", "regularly assigned", "regular daily assignment", "regular route assignment" and similar terms are defined for this Agreement as including "regular late runs" and other runs scheduled to operate on a daily basis when school is in session and currently considered "regular runs", such as (by way of description and not limitation) morning and afternoon home-to-school runs, vocational runs, and shuttles.

E. Newly Created Regularly Assigned Routes and Other Vacancies Arising During the School Year in Regularly Assigned Routes:

Assignments to regularly assigned routes which are created or which become vacant after the start of school will be made by the Board in its sole discretion and will not be posted or bid.

F. Regular Route Assignment - Preferential Order:

1. Using availability and seniority as two of the factors in the assignment of runs at the start of the year, drivers will be assigned according to the following preferential order:

- (a) Drivers with unlimited availability, by seniority;
  - (b) Drivers available for a.m./p.m. runs, by seniority;
  - (c) Drivers available for p.m. only, by seniority;
  - (d) Drivers available for a.m. only, by seniority.
2. It is expressly understood that a driver's regular route assignment is a full year commitment. If, for reasons of a change in availability or other such situation, a driver is unable to continue with any part of or the entire regular route assignment, the driver shall forfeit his/her entire original regular assignment and shall be assigned by the Board to the next available regular work route.

**G. Seniority will be utilized by the Board as one of the factors to be considered in determining which drivers will be laid off in the event of a reduction in force. It is expressly understood, however, that selection of drivers to be laid off remains in the sole discretion of the Board.**

## **ARTICLE XL**

### **BOARD RIGHTS**

A. 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 of the United States.

By way of illustration and not by way of limitation of the rights reserved to the Board, are the rights:

1. To direct the employees of the School District;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duties because of lack of work or other

legitimate reasons;

4. To maintain the thoroughness and efficiency of the School District operations entrusted to it;
5. To determine the methods, means, and personnel by which such operations are to be conducted and to subcontract for goods and services;
6. To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

## **ARTICLE XLI**

### **ASSOCIATION RIGHTS**

A. The Association and its representatives may use school buildings for meetings and to transact official Association business at such times after the school day as shall not interfere with school programs or District operations. The Association shall obtain approval from the Administration for any use of school buildings prior to any such use.

B. The Association shall have the exclusive use of a bulletin board in the drivers' waiting room. The Association shall obtain prior approval from the Transportation Coordinator for any material to be posted on the board. All material posted on the board shall be signed and dated.

## **ARTICLE XLII**

### **MISCELLANEOUS PROVISIONS**

A. 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.

B. Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board.

C. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

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

**SECTION 4: CUSTODIAN, MAINTENANCE AND  
GROUNDSMAN PROVISIONS**

**ARTICLE XLIII**

**RECOGNITION**

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the regularly employed employees of the Board in the following designated position:

**Custodians**  
**Maintenance Employees**  
**Groundsmen**

**but excluding Mechanic, Dispatchers, and all management, supervisory or confidential employees.**

**B. Unless otherwise indicated, the term “employees” when used hereinafter in Articles XLIII through LII of this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined in this Article XLIII, and reference to male employees shall also include female employees where the text herein so requires.**

**C. Any employee who is not a member of the Association but eligible for membership in the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed eighty-five (85%) percent of the regular annual membership dues, fees and assessments. Membership in the Association is available to all eligible employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.**

**The Association agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys’ fees, which may be incurred by the Board as a result of claims made by any employee relating to this Paragraph and any payroll**

**deductions made hereunder.**

**ARTICLE XLIV**

**GRIEVANCE PROCEDURE**

*A. Definition:*

1. A “grievance” shall mean a complaint in writing by an employee or group of employees that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement or violation, misinterpretation or inequitable application of any administrative decision affecting terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the aggrieved party within twenty (20) working days of the time that the aggrieved party knows or should have know of its occurrence, otherwise the same shall be deemed to have been abandoned. The term “grievance” shall not include the following:

- (a) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone;
- (b) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.

2. As used in above definition the term “group of employees” shall mean a group of employees having a common grievance.

*B. Procedure:*

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the grievance.



3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any aggrieved party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. 1. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level, and if the discussion does not resolve the matter the employee shall initiate the grievance procedure by setting forth his/her grievance in writing to the Superintendent or his designee on the grievance forms provided. Failure to do so within the time limits set forth in Paragraph A(1) above shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent or his designee shall hold a hearing within ten (10) working days of the presentation of the written grievance and shall render his decision within seven (7) working days thereafter.

2. If the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his designee, the employee may, no later than five (5) working days after receipt of the Superintendent or designee's decision, appeal such decision to such committee of the Board of Education as the Board shall designate. An appeal to the Board Committee must be made in writing and delivered to the Board Secretary within the time deadline specified above. Such written appeal shall recite the matter submitted to the Superintendent or his designee and shall specify the aggrieved party's reason for dissatisfaction with the rendered decision. Written copies of the appeal shall be furnished by the grievant to any other parties who may have a direct interest in the grievance.

The designated Board Committee shall, within twenty-one (21) calendar days from the receipt of the grievance appeal by the Board Secretary, conduct a hearing on the matter and may request the submission of additional written material. The Board Committee shall render its determination in the matter within thirty-five (35) calendar days from receipt of the grievance appeal. The decision of the Board Committee shall be final and binding.

2. In the event the grievance is an appeal from a discharge of the employee and the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his

designee, the employee, no later than five (5) working days after receipt of the decision, may request a review by the Board of Education. Appeals which arise from discharge as a ground must be initiated within three (3) working days from the notification of discharge. The Board in a discharge case shall conduct a hearing within fifteen (15) working days of the receipt of the grievance appeal by the Board and shall make a determination within seven (7) working days from the date of the final hearing. The foregoing provision for appeal from a discharge of the employee shall not apply to a discharge of a new employee at any time during and including the first ninety (90) working days of actual service in the position while in the District employ. The decision of the Board shall be final and binding.

*D. Disciplinary Grievances:*

If the Association does not accept the disposition of the grievance by the Board or its committee and wishes review by a neutral third party, and if the claim pertains exclusive to a dispute concerning the imposition of a reprimand or discipline within the meaning of N.J.S.A. 34:13A-22, the Association, no later than ten (10) working days after receipt of the decision, shall notify the Board through the Superintendent that it desires to submit the dispute to binding arbitration. The right to initiate arbitration rests solely with the Association, and not the employee. The discharge of a new employee within the probationary period of the first ninety (90) working days of actual service in the position shall not be reviewable by an arbitrator.

The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- (b) The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he in any case have power to rule on any issue or dispute which is not an arbitrable disciplinary dispute pursuant to N.J.S.A. 34:13A-22 et seq. The decision of the arbitrator shall be final and binding and shall be issued within thirty (30) days of the completion of the arbitrator's hearings.

- (c) Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

## ARTICLE XLV

### COMPENSATION

A. 1. The annual salaries for employees for the school years 2004-2005 and 2005-2006 shall be as set forth in Schedules "J-1," & "J-2" annexed hereto and made a part hereof.

2. Upon and after the expiration of this Agreement at the conclusion of the term specified in Article LIII, employees shall not receive any salary guide increments (step movement) under the annexed Salary Schedules. Salary guide movement shall not thereafter occur until such time as the Board and the Association execute and adopt a successor Collective Negotiations Agreement and salary guide(s), at which time any guide movement shall take place in accordance with the terms of the parties' successor Agreement and guides.

B. Association members who were on the District's payroll prior to July 1, 2003 in a collective negotiations unit position and who hold a valid New Jersey Boiler License shall receive an additional stipend of \$525 per school year. It is agreed that effective July 1, 1980, the Board will no longer reimburse Association unit members for license courses. Association members taking license courses must do so outside of their assigned work hours. The Board will make every effort to be flexible when scheduling work days/hours while Association members are enrolled in a license course. Custodial employees and maintenance employees hired on or after July 1, 2003 and holding a current, valid New Jersey Boiler License shall receive an additional stipend of \$525 per school year. Groundsmen hired on or after July 1, 2003 shall not be eligible for the stipend.

C. An employee who was on the District's payroll in a collective negotiations unit position prior to July 1, 2003, who holds a valid New Jersey pesticide applicator license and who is designated by the Board as a Pesticide Applicator, shall receive a stipend of \$675 per school year. The Board agrees to pay the licensing fee for each designated Pesticide Applicator on the District payroll prior to July 1, 2003, and to provide professional leave for the designated individual(s) to attend necessary training and license maintenance courses, provided that the Pesticide Applicator(s) shall obtain Board approval to acquire the license before taking any license training and/or courses, and shall also obtain prior to Board approval of all courses taken to either become licensed or to maintain the license. Employees hired after July 1, 2003 shall not be eligible for the Pesticide license stipend or any of the other provisions of this paragraph.

D. Upon completion of the full years of service in the District set forth below as of June 30<sup>th</sup> of the preceding year, an employee shall receive, as an addition to his or her regular annual salary under the appropriate attached Salary Schedule, the annual longevity stipend specified herein. It is understood that the following amounts are non-cumulative:

Upon completion of five (5) years of service as of June 30 <sup>th</sup> of the preceding school year:	\$200
Upon completion of ten (10) years of service as of June 30 <sup>th</sup> of the preceding school year:	\$400
Upon completion of fifteen (15) years of service of June 30 <sup>th</sup> of the preceding school year:	\$800
Upon completion of twenty (20) years of service as of June 30 <sup>th</sup> of the preceding school year:	\$1,100
Upon completion of twenty-five (25) years of service as of June 30 <sup>th</sup> of the preceding school year:	\$1,400

**ARTICLE XLVI**

**BENEFITS**

A. 1. Existing fringe benefits will continue during the term of this Agreement in accordance with applicable Board policy and regulations now in effect or as same may be hereafter adopted or modified.

2. Employees shall receive a clothing allowance of \$350.00 per year, to be paid in two (2) equal installments of \$175.00 each, with the first installment paid as soon as practicable after July 1 and the second installment paid as soon as practicable after January 1 of each contract year. As a condition to receiving the clothing allowance, each employee shall purchase and wear on the job: 1) suitable work shoes with steel safety toes, chemical- and slip-resistant soles, and adequate ankle support; and 2) a uniform consisting of a District-specified shirt and blue denim pants.

3. In the event an employee uses no more than two (2) sick leave days in a current contract school year, such sick leave days used will not be charged against such employee's eleven (11) allowable annual sick leave days, and such employee will accumulate eleven (11) sick leave days to be used as needed in subsequent years. Employees who used more than two (2) sick leave days during the current contract school year will be charged for all sick leave days used.

B. *Compensation for Unused Sick Days:*

1. Upon retirement for service and age from a State administered retirement system, each employee who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave not to exceed \$2,800.00 based on \$28.00 per day for each day of earned and unused accumulated sick leave. An employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

2. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1<sup>st</sup> prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1<sup>st</sup> for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1<sup>st</sup> notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

C. *Temporary Leaves of Absence:*

1. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days is to grant paid leave for substantial emergent matters. Where possible, every effort should be made by the employee to conduct personal affairs or business outside school hours.

(a) *Death in the Immediate Family* – An allowance for a reasonable length of time not to exceed five (5) days shall be granted upon request. These days are provided for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in close proximity therewith. "Immediate family" shall be construed to mean the employee's parent, legal guardian, spouse, sibling, child or spouse's parent or legal guardian.

Also included shall be any other relative of the employee who resided as a member of the employee's immediate household.

(b) *Serious illness in the Immediate Family* – an allowance for a reasonable length of time up to two (2) days shall be granted upon request to care for members of the immediate family as defined above.

(c) An allowance of up to a total of two (2) days under this Paragraph (c) shall be granted by the Superintendent or his designee in any school year for other reasons, including religious holidays.

2. Requests for personal leave under this Article shall be presented in writing to the respective building principal or the employee's supervisor, whichever is applicable, at least forty-eight (48) hours in advance of the desired absence. In cases of emergency, the request may be made by telephone to the supervisor or building principal as soon as practicable.

3. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent for forwarding to the Board Secretary.

4. Except in cases of emergency, requests for personal leave under paragraph (c) shall not be granted on days preceding or following school vacation periods or a holiday.

5. Extensions to any temporary leaves of absence referred to in Sections (a), (b) or (c) as outlined above may be made in the sole discretion of the Superintendent.

## ARTICLE XLVII

### VACATION ENTITLEMENTS

A. Employees shall be entitled to vacation time as follows:

<u>After Completing Full Years of Service</u>	<u>Number of Weeks</u>
1 – 4	2
5 – 11	3
12 +	4

B. Employees shall arrange their vacation periods with their supervisor. It is understood that in scheduling vacations, supervisors shall maintain adequate staff on the job to insure custodial, maintenance and grounds coverage of the facilities.

## **ARTICLE XLVIII**

### **WORK WEEK**

A. The District work week for all employees covered by this Agreement shall commence on Saturday and conclude on the following Friday. During such workweek, each employee shall work a 40-hour, 5-day regular work week. From September 1 through June 30, two (2) night custodians shall work at Hanover Park High School on each Saturday and two (2) night custodians shall work at Whippany Park High School on each Saturday. The District may in its discretion require only one (1) night custodian to perform Saturday duty at either High School. Other employees, including matrons, day employees, groundsmen and maintenance personnel shall work five (5) days from Monday to Friday. Sunday shall not be scheduled as a regular workday for any employee.

B. Saturday duty shall be rotated among all covered night custodians according to a regular schedule, provided that no custodian shall be required to work more frequently than every third Saturday. A schedule of anticipated assignments shall be prepared in August of each year for September through January, and in January for February through June. Confirmation of the tentative schedule for each month, including notice of any changes thereto, will be given during the last week of the preceding month. A custodian performing Saturday duty shall be entitled to be off on Sunday (unless called in for an emergency) and one other day during the week, except Friday, which shall not be available to employees as a day off under this Article. The employee may choose Monday as a day off if desired. The employee shall designate the additional day off at the beginning of each school year, and the day selected shall remain the employee's additional day off throughout the school year whenever Saturdays are worked, unless the Superintendent or his designee approves an employee's request to change the additional day off to a different day of the week. Custodians may trade assigned Saturdays by obtaining the approval of the Superintendent or his designee ten (10) days prior to the assigned Saturday, so long as such trade does not result in additional overtime cost to the District.

C. Shift hours for Saturday duty may be set by the District as any eight (8) hour period between the hours of 7:00 a.m. and 12:00 midnight. Confirmation of shift assignments shall be given at the same time as confirmation of the actual Saturday assignments under paragraph B. above; provided, however, that the designated shift hours may be changed when necessary upon



two (2) weeks' notice or upon shorter notice if emergency circumstances necessitate the change.

D. Any employee working more than forty (40) hours in the work week defined in paragraph A. above shall be compensated at the rate of one and one-half (1-1/2) times his regular hourly wage rate for all hours worked in excess of forty (40) hours during such work week.

E. The provisions of this Article shall not preclude the District from assigning overtime work to employees if more than two custodians are required at a school on any Saturday.

F. *Overtime Rotation:*

The District shall establish and maintain an overtime rotation roster for each category of employee (custodians, maintenance and groundsmen). Subject to the employee's availability, and provided the employee is qualified to work the particular assignment, the District will assign available overtime work within the particular category according to the roster, such that the first overtime assignment will go to the employee at the top of the list. That employee's name will then move to the bottom of the list, and the second employee on the list will move to the top of the roster and receive the next overtime assignment for which the employee is available and qualified. In the event the District is unable to contact the employee, or the employee is otherwise not available for the assignment or declines the assignment, he shall move to the bottom of the list as though he had worked the assignment. In the event an employee is not qualified for the assignment, he shall remain in the top position on the list until he has received an assignment for which he is qualified. In the event of an emergency, the District retains the right to immediately assign overtime work to any employee without regard to the overtime rotation list.

G. *Routine Building Checks and Emergency Call-Ins*

1. The District will maintain a rotation roster for each school of employees eligible and wishing to perform routine weekend/holiday building checks and emergency call-ins. The list will be in effect for a period of six (6) months from date of preparation, at which time a new list will be prepared.
2. To be eligible to be placed on the rotation roster for routine checks/emergency calls, an employee must:
  - (a) Hold a valid boiler license
  - (b) Make himself available to both conduct routine building checks and respond to

emergency calls during the period he is assigned.

(c) Report to the building in question within forty-five (45) minutes after receiving an emergency call or page.

3. Employees originally placed on the rotation roster but who fail to be available or to respond within the required time limit on two or more occasions will be removed from the roster for the balance of the six-month roster list period.

4. Routine weekend/holiday building check and emergency call-in duty shall be assigned on a monthly basis to the next employee on the rotation roster for the respective building. After serving for the month, the employee will move to the bottom of the roster to wait his/her next turn in the rotation.

5. If during his assigned duty month an employee is temporarily unable to perform the routine check or respond to emergency call-ins, it shall be the responsibility of that employee to obtain another individual on the rotation roster to cover his duty for the period in question. Failure to find coverage will result in the originally assigned employee forfeiting his/her next turn in the rotation.

**6. Employees scheduled to perform routine building/holiday checks shall receive a minimum of two (2) hours' pay at the applicable rate for such checks.**

**7. Employees called in for emergency call-ins after their regular work shift hours shall receive a minimum of one (1) hour's pay at the applicable rate for such emergency call-ins.**

**H. At least one Maintenance employee shall be readily available at all times, including any break times.**

**I. Effective July 1, 2005 custodians assigned to snow removal on paid holidays shall receive compensatory time off rather than overtime, for time worked up to 8 hours. Overtime shall be paid consistent with contract language contained in this Article.**

## **ARTICLE XLIX**

### **HEALTH INSURANCE**

A. The Board reserves the right to replace any existing insurance coverages with policy or policies of another insurance carrier or carriers, provided the coverages are substantially equal to or better than presented by the present carrier. The Board agrees to discuss any proposed change of coverage or carrier with the Association prior to making any such change.

B. Employees shall receive the same full-family Dental Insurance Plan provided to District teachers. Each employee shall pay ten (10%) percent of the dental insurance premium through a payroll deduction plan. All employees shall participate in the Dental Insurance Program.

## ARTICLE L

### BOARD RIGHTS

A. 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 of the United States.

By way of illustration and not by way of limitation of rights reserved to the Board, are the rights:

1. To direct the employees of the School District;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge or take other disciplinary action against employees;
3. To relieve employees from duties because of lack of work or other legitimate reasons;
4. To maintain in the thoroughness and efficiency of the School District operations entrusted to it;
5. To determine the methods, means, and personnel by which such operations are to

be conducted and to subcontract for goods and services;

6. To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

**ARTICLE LI**

**ASSOCIATION RIGHTS**

A. Whenever any representative of the Association (but no more than one representative) is mutually scheduled by the parties to participate in grievance proceedings during working hours, he/she shall suffer no loss of pay.

B. The Board agrees to provide an emergency communications device of the Board's choosing to a custodian who is working alone in a school.

**ARTICLE LII**

**MISCELLANEOUS PROVISIONS**

A. 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 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.

B. Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board.

C. Whenever any notice is required to be given by either of the parties to the Agreement to the other, either party shall do so in writing at the following addresses:

1. If by the Association to the Board:

75 Mt. Pleasant Avenue  
East Hanover, New Jersey 07936

2. If by the Board to the Association:

To the President of the Association.  
(The Association shall annually provide the Board  
with the name and address of its President.)

D. The parties agree that the salaries to be paid for the ten-month Matron positions shall be

prorated at 10/12ths of applicable guide salary.

E. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to re- negotiate concerning said issues for the period covered herein.

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

G. The Association shall be permitted to hold up to three (3) meetings per school year for unit custodial grounds and maintenance employees on District property during working hours to conduct Association business, provided that:

1. such meetings shall only take place during periods when the District's schools are closed for vacation;
2. only one meeting shall be held during any one vacation period;
3. such meetings shall not interfere with the performance of unit members' work, nor shall such meeting result in or cause a need for overtime to complete work which would have been accomplished during regular working hours but for the meeting;
4. each such meeting shall be no longer than one (1) hour in duration; and
5. the Association shall provide the Administration with at least forty-eight (48) hours' notice of the meeting, and the Administration shall permit all members to attend, so long as the Association shall have complied with all provisions of this Section "G".

H. The Association President, or another Association Officer designated by the Association in writing as a substitute for the President, shall be granted up to two days' leave without loss of pay in any one year for the sole purpose of attending the annual convention of the New Jersey Education Association. The Association shall provide the Board with at least two weeks' notice of the Officer's attendance, and the Officer shall present written proof of such attendance to the School District's Administration promptly upon return from the convention.

**ARTICLE LIII**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2006.
  
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, on the dates set forth below.

HANOVER PARK REGIONAL EDUCATION  
ASSOCIATION, INC.

HANOVER PARK REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

By: \_\_\_\_\_  
PRESIDENT

\_\_\_\_\_   
PRESIDENT

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
William F. Albert, Secretary

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## APPENDIX ONE

### METHOD OF ASSIGNING DRIVERS TO FIELD AND ATHLETIC TRIPS

#### 1. Trip Eligibility

Drivers new to the District will not be assigned to road trips until they have successfully completed the ninety (90) day probationary period and have been evaluated by the Coordinator and Dispatcher as to their capabilities of making the trips safely.

#### 2. Seniority Lists:

During the first two (2) weeks of each school year all drivers will indicate their interest in athletic and field trip assignments in writing to the Transportation Coordinator. A Field and Athletic Trip Seniority List will be made up from the names of drivers requesting trip assignments and seniority position will not change for the ensuing semester. New drivers approved for assignments to trips during the first semester will be added to the bottom of the list and will keep that position until the start of the next semester. Prior to the second semester the Seniority List will be up-dated by placing new drivers on the list in the correct seniority and removing those drivers who no longer want Field and Athletic Trips.

The Coordinator shall also establish a Rotating Assignment List consisting of the names of drivers requesting trip assignments in order of their seniority identical to the Field and Athletic Trip Seniority List. All rules applicable to the Field and Athletic Trip Seniority List shall apply to the Rotating Assignment List.

#### 3. Trip Postings:

Field and athletic trips will be assigned to drivers on a rotating basis with more senior drivers getting their preference of available trips. Seniority prevails in all phases of choices and "bumping" except in situations of double appearances of seniority numbers on any week's Eligible Drivers List where the procedures in f. below will be followed.

The following "bid" system shall be utilized:

- a. A list of known available trips for the succeeding week will be posted by 6:00



a.m. every Thursday. This Available Trips List will remain posted until 2:00 p.m. that day.

b. At the same time, a list of seniority numbers from the F & A Trip Seniority List for Drivers who are next to bid and therefore eligible to drive one of the available trips shall be posted. This listing shall be called the Eligible Drivers List. The number of trips on the Available Trips list and the number of seniority numbers on the Eligible Drivers List shall coincide.

c. Every driver on the F & A Trip Seniority List will be expected to check the Available Trips List and the Eligible Drivers List posted each Thursday and/or Friday.

i. Each driver whose seniority number appears on the Eligible Drivers List will indicate his/her first and second choice for trips on the Available Trips List. All indications of trip preference shall be made in ink on the Trips List. Drivers will place their seniority number next to their first choice trip. Drivers will place their seniority number in a circle next to their second choice trip.

ii. Drivers making an error when indicating their choices on the Available Trips List or wishing to change their selection shall line out the incorrect entry and initial the deletion. No other procedure shall be accepted. Drivers shall not erase or block out entries on the Available Trips List.

iii. Drivers appearing on the Eligible Drivers List on Thursday are expected to make their trip selections as early in the day as possible.

d. Eligible drivers will be assigned only one trip from the list.

e. All trips received after the 6:00 a.m. posting on Thursday, but before 6:00 a.m. on Friday, and any trips not covered after Thursday's pick will be posted Friday 6:00 a.m. and the same procedure will be repeated. Drivers on Thursday's Eligible Drivers List who were "double bumped" and therefore have no trip, will be posted on Friday's version of the Eligible Drivers List. If necessary, the next seniority number(s) in rotation will be added to cover the number of open trips.

f. In the event the number of trips on the Available Trips List exceeds the total number of eligible drivers on the entire F & A Trip Seniority List, causing some numbers to appear more than once, a driver of greater seniority shall have the right to only one first choice

bid even though his/her seniority number may appear more than once on the Eligible Drivers List. More senior drivers may be bumped by drivers of lesser seniority on the second appearance of their numbers.

i. In these instances, drivers shall indicate their bid preferences as above and identify those bids corresponding to the first appearance of their seniority number by adding (1) to their entries on the Available Trips List. They will identify those bids corresponding to the second appearance of their number by adding (2). For example: 3(1), 3(2).

ii. In these instances, trip assignments will follow normal procedures utilizing the bids corresponding to the first appearance of any numbers that appear twice. That is, the most senior driver will be awarded his/her first bid. The second most senior driver will be awarded his/her first (or second if bumped) bid, then the third most senior, etc., until all drivers have bid on and received one trip or have been "double bumped" based on the first appearance of their seniority number on the Eligible Drivers List.

iii. On Friday, the open trips will be posted and the same procedure as noted in c. and e. above will prevail;

iv. If a driver's seniority number is posted two or more times, that driver must make his/her first choice in the a.m.

g. The Coordinator or Dispatcher will assign driver(s) using the Rotating Assignment List to: (a) any trip(s) left over after the second posting, or (b) if time will not allow for a second posting of the trips.

#### 4. Trips Received Late for Posting:

All trips received after 6:00 a.m. on Friday will be covered using the Rotating Assignment List up to one hour before the scheduled departure of the trip if time permits. If time does not permit, the first available driver will be assigned by the dispatcher on an emergency basis. All trips assigned from the Rotating Assignment List will count as a trip on the Rotating List, but will not be charged against the driver as a pick on the F & A Seniority List. Emergency basis assignments will not be charged against the driver on either list.

#### 5. Canceled or Postponed Trips:

If a trip is canceled or postponed the assigned driver will lose the trip and his turn on the respective list. If the trip should be re-scheduled within one day before or after its original date, the original driver will be afforded the trip. If the original driver cannot drive the re-scheduled

trip, the trip will be covered by the next eligible driver on the Rotating Assignment List and the original driver forfeits his turn on the respective list.

6. Driver Inability to Fulfill Commitment:

Any driver assigned a trip who cannot fulfill his commitment due to illness or other emergency must notify the Coordinator or Dispatcher no later than 6:00 a.m. on the day of the trip.

Repeated failures to meet obligations will result in removal from F & A Trip Seniority List.

7. Late Cancellation of Trip:

The Coordinator or Dispatcher will notify the assigned driver of a canceled trip as soon as possible after confirmation of cancellation.

8. Qualifications:

The Coordinator or Dispatcher has the right to reassign drivers to trips where road or climate conditions may pose a problem. The Coordinator's decision is final in driver assignment to all trips.

## **APPENDIX TWO**

### **SEASONAL LATE RUN ASSIGNMENTS**

A. Initial Assignment:

Drivers interested in being assigned a seasonal late run will be given the opportunity to bid on a run at the beginning of the school year.

1. During the first two weeks of school the Transportation Coordinator shall post for five days a listing of available seasonal late run assignments for the year.
2. Drivers desiring a seasonal late run assignment shall place their seniority number on the listing next to the route they would like. Drivers shall indicate first and second choices with the understanding that each driver will receive one and only one seasonal late run assignment.

3. The Coordinator will then assign the routes by seniority numbers and preference. That is, the most senior driver will receive his first preference, the second most senior driver will receive his first preference provided it is not taken by the first driver in which case the second driver will get his second preference, etc.
4. Drivers bidding on but not receiving a seasonal late run assignment will be placed on the seasonal late run substitute list in order of their seniority. The Coordinator will use the seasonal late run substitute list and the availability listings to find substitutes for absent seasonal late run drivers on any particular day. Should he be unable to find a substitute from the list, the situation will be deemed an emergency and any driver assigned to cover the absence.

Drivers receiving a seasonal late run assignment must understand that they are making a five day a week, full year commitment for the period or periods during which the run is in effect. The only excuses for being absent from an assigned run are illness or emergency at home. Repeated failure of a driver to meet his seasonal late run responsibilities over a two week period of time may result in the driver being removed from the assignment, the run declared open and the driver disqualified from any further seasonal late run assignments for the remainder of the school year. Drivers will not be permitted to trade runs amongst themselves.

B. Assignments to Runs that Become Open During the Year:

Any time after the initial assignment of seasonal late runs in the fall a seasonal late run vacancy may occur due to the creation of a new seasonal late run, the resignation or promotion of an employee, the disciplinary removal of a driver from a seasonal late run, etc. Any vacancies in the seasonal late runs shall be filled as follows:

1. Within five days of the opening the Coordinator will post the vacancy and allow eligible drivers to bid on the assignment as outlined in A-2 above. To be eligible a driver's current availability sheet must indicate he is available to take the assignment.
2. After five days the posting will be removed and the Coordinator shall make the assignment to the most senior driver bidding as outlined in A-3 above.
3. Senior drivers who have a seasonal late run already assigned may bid on the vacancy and, if awarded the assignment, leave their original assignment for the new route. Their original route will then be declared open and the posting process repeated.

4. This process shall repeat itself as necessary until all open runs are filled.

C. Canceled Runs:

In the event a seasonal late run is canceled during the school year:

1. The driver involved shall go on call for reassignment to the run should the run be reinstated.
2. The driver involved shall assume the top position on the current seasonal late run substitute list and serve as a substitute until the canceled route is reinstated.

D. Seasonal Late Runs that are Collapsed and/or Combined During the School Year:

The Board of Education may collapse and/or combine seasonal late runs from one athletic season to the next during the course of the school year. In the event a seasonal late run is collapsed or combined into a "remaining" seasonal late run:

1. The driver who was assigned to the collapsed or combined run shall not have any "bumping" rights to any other seasonal late run.
2. The driver who was assigned to the collapsed or combined seasonal late run shall have first opportunity for reassignment to that run should it be reinstated later during the school year.
3. The driver who was assigned to the collapsed or combined run shall have first opportunity to substitute for the driver of the "remaining" seasonal late run when a substitute driver is required.
4. If the driver who was assigned to the collapsed or combined run is unavailable to substitute for the driver of the "remaining" seasonal late run on any given day, a substitute driver will be obtained following the established seasonal late run substitute list.

E. Change in Seasonal Late Run Time Schedule:

1. Should the time schedule of a seasonal late run be changed the original driver shall be given the opportunity to adjust his time and stay with the route.
2. If the original driver is unable to stay with the route, the route shall be declared

open and filled by posting as outlined in B. above.

### APPENDIX THREE

#### METHOD FOR DRIVERS TO RECEIVE TWICE MONTHLY PAY

##### **Bus Driver Twice Monthly Pay Procedure, based upon a split net concept:**

Hours = number of hours in assigned h/s daily work package

Rate = drivers hourly rate of pay

Assume 180 school days equally divided into ten months of 18 days each

- A. Calculate driver's monthly gross draw (Remains constant for year unless assignment is changed)  $75\% \text{ of (hours) } * (\text{rate}) * 18$
  - B. In September, calculate gross draw less taxes, pension etc. to get net draw  
Net draw is amount of payment to be made  
Payment made 1/2 on Sept. 15; 1/2 on Sept 30
  - C. Drivers submit full timesheet for their work during the month at end of month.
  - D. Months of October thru June  
Gross payroll to be paid individual driver =
    - monthly gross draw as above
    - Plus adjustment on draw from previous month
    - Plus all monies from trips for previous month
- Taxes, pension, etc. deducted from total to get Net earnings for the month  
Net earnings split in half...paid 1/2 on 15th of month, 1/2 on last day of month
- E. Adjustments on draw and trip earnings for June are payable in July. Payable in single check on or before July 15.

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Example:

Assume a driver has 5.25 hours of daily work and rate of \$ 22.25 per hour

A. Calculate driver's monthly gross draw

75% of (hours) *(rate) * 18	
(0.75) (5.25) (22.25) (18) equals	\$1,576.97
Take out taxes, pension etc to get NET	\$1,261.58 (Estimated)
In September;	
Driver gets on the 15 <sup>th</sup>	\$630.79
Driver gets on the last day of the month	\$630.79

B. Driver turns in timesheet for September which shows:

Actual h/s earnings were	\$2,200.00
Actual trip earnings were	\$750.00

C. October payroll is calculated as follows:

monthly gross draw ( see A. above)	\$1,576.97
adjustment to draw from previous month	
Actual H/S earnings less draw	
\$2,200.00 minus \$1,576.97	\$623.03
previous month actual trip earnings	\$750.00
Gross	\$2,950.00
Take out taxes, pension etc to get NET	\$2,360.00 (Estimated)
Driver gets check on the 15th for:	\$1,180.00
Driver gets check on last day of month for:	\$1,180.00

**SCHEDULE "A-1"**  
**TEACHING STAFF SALARY GUIDE**  
**2004-05**

<b>STEP</b>	<b>B.A.</b>	<b>B.A.+15</b>	<b>B.A.+30</b>	<b>M.A.</b>	<b>M.A.+15</b>	<b>M.A.+30</b>	<b>PHD</b>
1	44,825	45,375	46,175	49,100	50,600	51,795	54,555
2	46,202	46,635	47,528	50,400	52,162	53,241	56,240
3	47,548	47,925	48,904	51,715	53,725	54,703	57,924
4	49,372	49,814	50,757	53,083	55,304	56,446	59,714
5	51,332	51,790	52,778	55,119	57,456	58,650	61,897
6	53,332	53,765	54,804	57,161	59,666	61,018	64,360
7	55,404	55,804	56,930	59,492	61,920	63,491	66,948
8	57,699	58,171	59,192	62,028	64,343	66,045	69,573
9	60,034	60,569	61,607	64,551	66,994	68,852	72,254
10	62,407	62,986	64,031	67,211	69,664	71,676	75,124
11	64,851	65,461	66,555	69,984	72,563	74,564	78,119
12	67,259	67,943	69,078	72,900	75,587	77,706	81,166
13	69,596	70,431	71,609	75,931	78,626	80,845	84,278
14	71,924	72,802	74,020	79,123	81,666	83,880	87,477
15	74,129	75,019	76,150	82,497	84,358	86,784	90,146

Regular Step Movement

**Longevity Stipend (See Article IV A.3):**

Years of completed service in the district as of June 30 of the preceding school year:

**Stipend\***

15 - 19 years	\$	1,000
20-24 years	\$	1,500
25 or more years	\$	2,000



**SCHEDULE "A-2"**  
**TEACHING STAFF SALARY GUIDE**  
**2005-06**

STEP	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	PHD
1	45,725	46,390	47,200	50,275	51,725	53,000	55,700
2	47,178	47,757	48,630	51,678	53,325	54,540	57,446
3	48,628	49,126	50,066	53,081	54,935	56,084	59,225
4	50,049	50,485	51,500	54,435	56,540	57,613	61,006
5	52,004	52,375	53,300	55,811	58,146	59,347	62,783
6	54,002	54,452	55,490	57,953	60,409	61,665	65,078
7	56,031	56,486	57,577	60,053	62,685	64,106	67,616
8	58,230	58,649	59,833	62,526	65,078	66,729	70,363
9	60,584	61,080	62,152	65,253	67,689	69,479	73,191
10	63,036	63,597	64,688	68,004	70,579	72,536	76,119
11	65,529	66,135	67,233	70,807	73,391	75,510	79,143
12	67,963	68,603	69,749	73,903	76,627	78,740	82,415
13	70,487	71,204	72,392	77,275	80,122	82,174	85,752
14	73,034	73,910	75,146	80,790	83,540	85,777	89,065
15	76,010	76,910	78,070	84,588	86,500	88,988	92,436

Regular Step Movement

**Longevity Stipend (See Article IV A.3):**

Years of completed service in the district as of June 30 of the preceding school year:

**Stipend\***

15 - 19 years	\$	1,000
20-24 years	\$	1,500
25 or more years	\$	2,000

**SCHEDULE "B-1"**

## 2004-2005 EXTRA PAY GUIDE ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL-HEAD	6,238	6,238	6,238	6,479
BASEBALL-ASST.	4,483	4,483	4,483	4,655
			4	
BASKETBALL-HEAD	7,300	7,300	7,300	7,581
BASKETBALL-ASST.	4,909	4,909	4,909	5,099
CHEERLEADING-HEAD	4,244	4,244	4,244	4,407
CHEERLEADING-ASST.	3,115	3,115	3,115	3,236
CROSS COUNTRY-HEAD[WP&HP]	5,066	5,066	5,066	5,261
CROSS COUNTRY -ASST.	3,800	3,800	3,800	3,946
FIELD HOCKEY-HD[WP]	6,238	6,238	6,238	6,479
FIELD HOCKEY-AST[WP]	4,483	4,483	4,483	4,655
FOOTBALL-HEAD	8,742	8,742	8,742	9,080
FOOTBALL-ASST.	5,438	5,438	5,438	5,647
GOLF	4,286	4,286	4,286	4,450
ICE HOCKEY-HEAD [HP]	6,238	6,238	6,238	6,479
ICE HOCKEY-ASST.[HP]	4,483	4,483	4,483	4,655
SOCCER (B&G) - HEAD	6,239	6,239	6,239	6,479
SOCCER (B&G) - ASST	4,483	4,483	4,483	4,655
SOFTBALL-HEAD	6,238	6,238	6,238	6,479
SOFTBALL-ASST.	4,483	4,483	4,483	4,655
SWIMMING-HEAD(HP)	6,238	6,238	6,238	6,479
SWIMMING-ASST(HP)	4,483	4,483	4,483	4,655
TENNIS (B&G)	4,459	4,459	4,459	4,630
TRACK (B&G) -HEAD	6,456	6,456	6,456	6,704
TRACK (B&G) - ASST.	4,811	4,811	4,811	4,992
VOLLEYBALL-HEAD	6,238	6,238	6,238	6,479
VOLLEYBALL-ASST	4,483	4,483	4,483	4,655
WINTER TRACK - HEAD	5,905	5,905	5,905	6,131
WINTER TRACK - ASST	4,483	4,483	4,483	4,655
WRESTLING - HEAD	7,300	7,300	7,300	7,581
WRESTLING - ASST.	4,908	4,908	4,908	5,099
LACROSSE - HEAD ( B&G)	6,238	6,238	6,238	6,479
LACROSSE -ASST (B&G)	4,483	4,483	4,483	4,655
WEIGHT ROOM( per season)	2,845	2,845	2,845	2,954

Regular Step Movement

**SCHEDULE "B-2"**  
**2005-2006 EXTRA PAY GUIDE**  
**ATHLETIC POSITIONS**

	STEP 1	STEP 2	STEP 3	STEP 4
POSITION				
				BASEBALL-HEAD 6,485,485,485,6,717
BASEBALL-ASST.	4,661	4,661	4,661	4,826
BASKETBALL-HEAD	7,589	7,589	7,589	7,860
BASKETBALL-ASST.	5,104	5,104	5,104	5,287
CHEERLEADING-HEAD	4,412	4,412	4,412	4,569
CHEERLEADING-ASST.	3,238	3,238	3,238	3,355
CROSS COUNTRY(B&G) HEAD	5,267	5,267	5,267	5,455
CROSS COUNTRY (B&G) ASST.	3,950	3,950	3,950	4,091
FIELD HOCKEY-HD[WP]	6,485	6,485	6,485	6,717
FIELD HOCKEY-AST[WP]	4,661	4,661	4,661	4,826
FOOTBALL-HEAD	9,089	9,089	9,089	9,414
FOOTBALL-ASST.	5,654	5,654	5,654	5,855
GOLF	4,456	4,456	4,456	4,614
ICE HOCKEY-HEAD [HP]	6,485	6,485	6,485	6,717
ICE HOCKEY-ASST.[HP]	4,661	4,661	4,661	4,826
SOCCER (B&G) –HEAD	6,486	6,486	6,486	6,717
SOCCER (B&G) – ASST	4,661	4,661	4,661	4,826
SOFTBALL-HEAD	6,485	6,485	6,485	6,717
SOFTBALL-ASST.	4,661	4,661	4,661	4,826
SWIMMING-HEAD(HP)	6,485	6,485	6,485	6,717
SWIMMING-ASST(HP)	4,661	4,661	4,661	4,826
TENNIS (B&G)	4,636	4,636	4,636	4,800
TRACK (B&G) –HEAD	6,712	6,712	6,712	6,951
TRACK (B&G) –ASST.	5,002	5,002	5,002	5,176
VOLLEYBALL-HEAD	6,485	6,485	6,485	6,717
VOLLEYBALL-ASST	4,661	4,661	4,661	4,826
WINTER TRACK - HEAD	6,139	6,139	6,139	6,359
WINTER TRACK - ASST	4,661	4,661	4,661	4,826
WRESTLING - HEAD	7,589	7,589	7,589	7,860
WRESTLING - ASST.	5,103	5,103	5,103	5,287
LACROSSE - HEAD ( B&G)	6,485	6,485	6,485	6,717
LACROSSE -ASST ( B&G)	4,661	4,661	4,661	4,826
WEIGHT ROOM( per season)	2,958	2,958	2,958	3,063

Regular Step Movement

**2004-2005 SCHEDULE "C-1"  
EXTRA PAY GUIDE/NON-ATHLETIC POSITIONS**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
CLASS ADVISOR-SENIOR	-	-	-	\$3,010
CLASS ADVISOR-JUNIOR	-	-	-	2,447
CLASS ADVISOR-SOPH.	-	-	-	1,546
CLASS ADVISOR-FRESH	-	-	-	1,030
ACADEMIC TEAM ADV.	3,621	3,621	3,621	3,763
CREATIVE WRTNG ADVIS	2,327	2,327	2,327	2,417
DEPT. COORDINATOR	4,428	4,428	4,428	4,600
DRAMA-HEAD	2,736	2,736	2,736	2,844
DRAMA-ASST	1,993	1,993	1,993	2,070
FLAG SQUAD	3,089	3,089	3,089	3,207
FORENSICS/DEBATE-HD	3,621	3,621	3,621	3,763
FORENSICS/DEBATE-AST	2,715	2,715	2,715	2,821
JAZZ/STAGE BAND-DIR.	2,736	2,736	2,736	2,844
MADRIGAL/CHAMBER-DIR	2,736	2,736	2,736	2,844
MARCHING BAND-DIRECT	5,717	5,717	5,717	5,939
MARCHING BAND-ASST.	4,439	4,439	4,439	4,611
MUSICAL - DIRECTOR	3,089	3,089	3,089	3,207
MUSICAL - ASST.	2,327	2,327	2,327	2,417
NEWSPAPER ADVISOR	3,069	3,069	3,069	3,188
SCHOOL ACCTS.	5,717	5,717	5,717	5,939
SERVICE CLUB ADVIS	3,621	3,621	3,621	3,763
THEATER MANAGER	2,327	2,327	2,327	2,417
TWIRLING	3,089	3,089	3,089	3,207
YEARBOOK-HEAD	5,717	5,717	5,717	5,939
YEARBOOK - ASST	3,299	3,299	3,299	3,424
FUTURE BUSINESS LDRS	3,621	3,621	3,621	3,763
FUTURE HOMEMAKERS	3,621	3,621	3,621	3,763

MOCK TRIAL	2,715	2,715	2,715	2,821
NATL HONOR SOCIETY	2,930	2,930	2,930	3,042
ENVIRONMENTAL CLUB	3,621	3,621	3,621	3,763
ERASE CLUB	3,621	3,621	3,621	3,763

Regular Step Movement

**2005-2006 SCHEDULE "C-2"  
EXTRA PAY GUIDE NON-ATHLETIC POSITIONS**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
CLASS ADVISOR-SENIOR		-		3,121
CLASS ADVISOR-JUNIOR	-			2,537
CLASS ADVISOR-SOPH.	-			1,603
CLASS ADVISOR-FRESH		-		1,050
ACADEMIC TEAM ADV.	3,765	3,765	3,765	3,901
CREATIVE WRITING ADVIS	2,419	2,419	2,419	2,506
DEPT. COORDINATOR	4,600	4,600	4,600	4,769
DRAMA-HEAD	2,844	2,844	2,844	2,949
DRAMA-ASST	2,072	2,072	2,072	2,146
FLAG SQUAD	3,211	3,211	3,211	3,325
FORENSICS/DEBATE-HD	3,765	3,765	3,765	3,901
FORENSICS/DEBATE-AST	2,823	2,823	2,823	2,925
JAZZ/STAGE BAND-DIR.	2,844	2,844	2,844	2,949
MADRIGAL/CHAMBER-DIR	2,844	2,844	2,844	2,949
MARCHING BAND-DIRECT	5,944	5,944	5,944	6,158
MARCHING BAND-ASST.	4,615	4,615	4,615	4,781
MUSICAL - DIRECTOR	3,211	3,211	3,211	3,325
MUSICAL - ASST.	2,419	2,419	2,419	2,506
NEWSPAPER ADVISOR	3,191	3,191	3,191	3,305
SCHOOL ACCTS.	5,944	5,944	5,944	6,158
SERVICE CLUB ADVIS	3,765	3,765	3,765	3,901
THEATER MANAGER	2,419	2,419	2,419	2,506
TWIRLING	3,211	3,211	3,211	3,325
YEARBOOK-HEAD	5,944	5,944	5,944	6,158
YEARBOOK-ASST	3,430	3,430	3,430	3,550
FUTURE BUSINESS LDERS	3,765	3,765	3,765	3,901
FUTURE HOMEMAKERS	3,765	3,765	3,765	3,901
MOCK TRIAL	2,823	2,823	2,823	2,925
NATL HONOR SOCIETY	3,046	3,046	3,046	3,154

ENVIRONMENTAL CLUB	3,765	3,765	3,765	3,901
ERASE CLUB	3,765	3,765	3,765	3,901

Regular Step Movement

## **SCHEDULE "D"**

### **MISCELLANEOUS FEES**

1. A fee of \$25.00 per football game shall be paid to the employee designated as the Sports Photographer for that activity.
2. For teachers assisting in athletic contests, a fee of \$7.50 per contest shall be paid to each teacher handling the sale or taking of tickets, and a fee of \$12.50 per contest shall be paid to the teacher in charge of ticket activities.
3. Teaching staff members serving as chaperons pursuant to the terms of Article IV(II)B(3) shall be compensated at the rate of \$15.00 per event which they attend as chaperons.

## **SCHEDULE "E" DENTAL COVERAGE**

Delta will pay 100% of the participating dentist's Usual, Customary and Reasonable fee or the fee actually charged for covered Preventive and Diagnostic Services, whichever is less.

Delta will pay 60% of the participating dentist's Usual, Customary and Reasonable fee or the fee actually charged for covered Remaining Basic Services, whichever is less.

Delta will pay 50% of the participating dentist's Usual, Customary and Reasonable fee or the fee actually charged for covered Prosthodontic Benefits, which includes Crowns, Inlays and Gold Restorations, whichever is less.

The maximum amount payable by Delta for the above dental services in any calendar year is \$1,000.00 per patient.

The above services are subject to a \$25.00 deductible per patient per calendar-year with a \$75.00 family maximum aggregate which is not applicable to Preventive and Diagnostic services.

Delta will pay 50% of the participating dentist's Usual, Customary and Reasonable fee or the fee actually charged for covered Orthodontic Benefits with a lifetime maximum of \$1,000.00 which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

The amount payable to a non-participating dentist will not exceed the applicable percentage of the Prevailing Fees in New Jersey. The amounts payable by Delta to a dentist outside of New Jersey will not exceed the applicable percentage of the customary fees in New Jersey.

## SCHEDULE "F-1"

### SECRETARIAL/CLERICAL SALARY GUIDE 2004-05

STEP	CLASS A	CLASS B	CLASS C
1	27,210	31,325	36,950
2	28,150	32,280	37,840
3	29,090	33,235	38,730
4	30,030	34,195	39,620
5	30,940	35,150	40,510
6	31,850	36,100	41,400
7	32,755	37,010	42,250
8	33,660	37,920	43,100
9	34,570	38,830	43,950
10	35,520	39,745	44,740
11	36,580	40,845	45,535

#### Regular Step Movement

#### **Longevity Stipend (See Article XXXB.):**

Upon completion of eight (8) years of service in the District as of June 30 of the preceding school year, an employee shall receive a stipend of \$500.

Upon completion of fifteen (15) years of service in the District as of June 30 of the preceding school year, an employee shall receive a stipend of \$800. Stipends are not cumulative.

Upon completion of twenty-two (22) years of service in the District as of June 30 of the preceding school year, a secretarial employee shall receive an annual longevity stipend of \$1,200. Stipends are not cumulative.

Salaries of ten-month secretaries shall be calculated by multiplying the appropriate step above by .833.



**SCHEDULE "F-2"**

**SECRETARIAL/CLERICAL SALARY GUIDE 2005-06**

<b>STEP</b>	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>
<b>1</b>	<b>27,680</b>	<b>32,000</b>	<b>37,980</b>
<b>2</b>	<b>28,665</b>	<b>33,000</b>	<b>38,920</b>
<b>3</b>	<b>29,650</b>	<b>34,000</b>	<b>39,860</b>
<b>4</b>	<b>30,635</b>	<b>35,000</b>	<b>40,800</b>
<b>5</b>	<b>31,620</b>	<b>36,000</b>	<b>41,740</b>
<b>6</b>	<b>32,605</b>	<b>37,020</b>	<b>42,685</b>
<b>7</b>	<b>33,600</b>	<b>38,060</b>	<b>43,660</b>
<b>8</b>	<b>34,615</b>	<b>39,100</b>	<b>44,645</b>
<b>9</b>	<b>35,639</b>	<b>40,150</b>	<b>45,628</b>
<b>10</b>	<b>36,680</b>	<b>41,200</b>	<b>46,608</b>
<b>11</b>	<b>37,845</b>	<b>42,260</b>	<b>47,129</b>

Regular Step Movement

**Longevity Stipend (See Article XXXB.):**

Upon completion of eight (8) years of service in the District as of June 30 of the preceding school year, an employee shall receive a stipend of \$500.

Upon completion of fifteen (15) years of service in the District as of June 30 of the preceding school year, an employee shall receive a stipend of \$800. Stipends are not cumulative.

Upon completion of twenty-two (22) years of service in the District as of June 30 of the preceding school year, a secretarial employee shall receive an annual longevity stipend of \$1,200. Stipends are not cumulative.

Salaries of ten-month secretaries shall be calculated by multiplying the appropriate step above by .833.

**SCHEDULE "G"**  
**ATHLETIC TRAINERS SALARY GUIDES 2004-2006**

STEP	2004-2005	2005-2006
1	44,825	45,725
2	46,202	47,178
3	47,548	48,628
4	49,372	50,049
5	51,332	52,004
6	53,332	54,002
7	55,404	56,031
8	57,699	58,230
9	60,034	60,584
10	62,407	63,036
11	64,851	65,529
12	67,259	67,963
13	69,596	70,487
14	71,924	73,034
15	74,129	76,010

Regular Step Movement

**Longevity Stipend (See Article XXXB.):**

Upon completion of fifteen (15) years of service in the District as of June 30 of the preceding school year, an athletic trainer shall receive a stipend of \$1,000.

Upon completion of twenty (20) years of service in the District as of June 30 of the preceding school year, an athletic trainer shall receive an annual longevity stipend of \$1,500. Stipends are not cumulative.

Upon completion of twenty-five (25) years of service in the District as of June 30 of the preceding school year, an athletic trainer shall receive an annual longevity stipend of \$2,000. Stipends are not cumulative.

**SCHEDULE "H"**

**RATES OF PAY - INSTRUCTIONAL AIDES 2004-2006**

From date of hire through completion of 8th year of employment in the District as of June 30 of the preceding year.:

**2004 - 2005**  
Hourly Rate  
\$20.98

**2005 – 2006**  
Hourly Rate  
\$21.89

After completing 8 full years of employment in the District as of June 30 of the preceding year :

**2004 - 2005**  
Hourly Rate  
\$24.60

**2005 – 2006**  
Hourly Rate  
\$25.65

**SCHEDULE "I"**

**BUS DRIVERS HOURLY RATES OF PAY**  
**Rate of Pay Category**

<b>2004-2005</b>			
	<b>Years of Employment</b>	<b>STEP</b>	<b>HOURLY RATE</b>
For the first year of employment in the District	1	1	23.50
After the first year of employment	2	2a	24.35
through the third year of employment in the District	3	2b	24.35
After the third year of employment	4	3a	24.50
through the fifth year of employment in the District	5	3b	24.50
After the fifth year of employment in the District	5+	4	24.66

<b>2005-2006</b>			
	<b>Years of Employment</b>	<b>STEP</b>	<b>HOURLY RATE</b>
For the first year of employment in the District	1	1	24.50
After the first year of employment	2	2a	25.35
through the third year of employment in the District	3	2b	25.35

After the third year of employment	4	3a	25.51
through the fifth year of employment in the District	5	3b	25.51
After the fifth year of employment in the District	5+	4	25.68

**SCHEDULE “J-1”  
CUSTODIAN, GROUNDSMAN and MAINTENANCE**

<b>2004-2005 – SALARY GUIDE</b>			
<b>STEP</b>	<b>CUSTODIAN</b>	<b>GROUNDSMAN</b>	<b>MAINTENANCE</b>
Regular Step Movement			
1	28,485	31,475	35,320
2	29,535	32,583	36,360
3	30,599	33,692	37,400
4	31,659	34,816	38,440
5	32,703	35,977	39,481
6	33,745	37,100	40,525
7	34,775	38,225	41,582
8	35,825	39,350	42,645
9	36,875	40,600	43,747
10	37,925	41,850	44,849
11	38,975	43,200	45,952
12	40,025	44,550	47,060
13	41,068	45,925	48,269
14	42,086	47,300	49,552
15	43,350	48,698	50,949

**SCHEDULE “J-2”  
CUSTODIAN, GROUNDSMAN and MAINTENANCE**

<b>2005-2006 – SALARY GUIDE</b>			
<b>STEP</b>	<b>CUSTODIAN</b>	<b>GROUNDSMAN</b>	<b>MAINTENANCE</b>
<b>Regular Step Movement</b>			
1	28,740	31,700	35,825
2	29,740	32,860	36,885
3	30,845	34,017	37,960
4	31,950	35,174	39,046
5	33,050	36,352	40,131
6	34,128	37,532	41,200
7	35,200	38,745	42,300
8	36,270	39,960	43,405
9	37,365	41,239	44,510
10	38,461	42,560	45,628
11	39,556	43,900	46,778
12	40,651	45,375	47,942
13	41,746	46,850	49,225
14	42,857	48,360	50,545
15	44,130	49,944	51,943

- \* Stipends are not cumulative.
- \* Stipends are not cumulative.