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JUN 23 1989

RUTGERS UNIVERSITY

AGREEMENT

between the

HANOVER TOWNSHIP BOARD OF EDUCATION

and the

HANOVER TOWNSHIP EDUCATION ASSOCIATION

For the Years

JULY 1, 1987 to JUNE 30, 1989

AGREEMENT BETWEEN
 THE HANOVER TOWNSHIP BOARD OF EDUCATION AND
 THE HANOVER TOWNSHIP EDUCATION ASSOCIATION
 FOR THE YEARS JULY 1, 1987 TO JUNE 30, 1989

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ARTICLE I

RECOGNITION

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

1. Including and limited exclusively to the following classes of contracted certificated teaching staff members:

- Teachers
- Nurses
- Guidance Counselors
- Social Workers
- Librarians
- Remedial Teachers
- Speech Correctionists
- Learning Disabilities Teacher-Consultants
- Psychologists
- Hourly Remedial*
- Hourly Supplemental*

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

- Custodians I
- Custodians II
- Maintenance Personnel
- Secretarial Personnel (Except Executive Secretary to the Superintendent of Schools, Secretary to the Superintendent of Schools, Secretary to the Business Administrator/Board Secretary)
- Accounting Secretary
- Payroll Secretary
- Secretary/Switchboard Operator
- Bus Drivers/Van Drivers
- School Aides
- excluding all others

B. Unless otherwise indicated, the term "teachers" when used hereafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

The term "employee" shall encompass both certificated and non-certificated members of the bargaining unit and references to male teachers/employees shall include female teachers/employees.

C. Hanover Township Education Association shall be referred to as the "Association."

D. The Hanover Township Board of Education is a body corporate charged with the statutory responsibility of conducting the schools existing within the Hanover Township School District, Pre-Kindergarten through eighth grade, hereafter referred to as the "Board."

* Hourly Remedial and Supplemental Teachers shall have a separate and distinct salary guide, different from the salary guide provided for other unit members, and described further under Article VII.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and any amendment thereof, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. An organizational meeting shall take place prior to January 1st of the school year preceding the school year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.
- B. The Board shall make available to the Negotiating Team of the Association for inspection all pertinent records, data and information normally available to citizens of Hanover Township.
- C. This Agreement and any amendments shall not be modified in whole or in part by the parties, except by an instrument in writing, duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

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

B. Conditions

1. The grievance procedure must be initiated within twenty (20) school days of the occurrence of the incident.
2. Time limits specified herein shall be strictly adhered to by both parties.
3. Failure to appeal to the next level within the time specified shall bar further appeal with respect to the particular grievance then under consideration. Failure to respond to the aggrieved party within the specified time shall constitute a right of appeal to the next level.
4. All deadlines provided in these procedures may be extended only by mutual written agreement of the Board and the Association.
5. In the event that a grievance is filed at such time that it cannot be processed through all the steps in the

grievance procedure by the end of the school year it is agreed by the Board and the Association that both parties will work in good faith to resolve the matter expeditiously, by reducing the time factors involved.

6. Either party may be represented by a representative of his own choosing. A representative of the Association shall be present at all levels of the grievance, and shall have the right to state the Association's views.
7. The term "grievance" shall not apply to any matter for which:
 - a. A method of review is prescribed by law or State Board ruling; or wherein
 - b. The Board of Education is without authority to act; or wherein
 - c. A complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.
8. The Association and the representative of the grievant shall, upon demand, be provided with copies of all applicable grievance forms and decisions undertaken in the course of the grievance, at the cost of reproduction.

C. Procedure

1. Level 1.

An aggrieved party shall submit the grievance on Grievance Form 1 to the Building Principal, or other

immediate supervisor where appropriate, within twenty (20) school days of the occurrence of the incident. Within five (5) school days of the receipt of the written form from the aggrieved party, the Building Principal, his representative, or other immediate supervisor shall submit his written response to the aggrieved party.

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

2. Level 2.

If the aggrieved party is not satisfied with the disposition of the grievance at Level 1, he must within five (5) school days of the receipt of the Level 1 response, file the grievance on Grievance Appeal Form 2 set forth herein with the Superintendent of Schools. The Superintendent shall, within seven (7) school days, afford the aggrieved party an opportunity to present the grievance. The Superintendent shall render a decision

on the grievance within seventeen (17) school days after the grievance has been filed at Level 2.

The decision shall be in writing. (One copy to the aggrieved party, one copy to the Association, and one copy to the Principal/Supervisor.)

3. Level 3.

If the aggrieved party is dissatisfied with the decision of the Superintendent, he must, within five (5) school days, file Grievance Appeal Form 3 with the Secretary of the Board of Education. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within twenty (20) school days of the filing of the grievance with the Board Secretary. The Board shall render a decision in writing to the aggrieved party, with copies to the Association, Superintendent and Principal/Supervisor, within five (5) school days after the hearing.

D. Arbitration Procedure

1. If the aggrieved party is dissatisfied with a decision, the Association shall decide whether or not to pursue the grievance on the aggrieved party's behalf and shall file for arbitration with the Public Employment Relations Commission (PERC) and simultaneously notify the Secretary of the Board of Education to that effect within fifteen (15) school days of receipt of the Board

of Education's decision. No hearing shall be held sooner than ten (10) school days after the Board has received notification. Both parties to this Agreement agree to advisory arbitration for grievances arising under Sections A (1)(a) and (c). Costs are to be shared equally by the Board and the Association.

2. Grievances arising under Section A(1)(b) shall be subject to final and binding arbitration in accordance with the procedure outlined in paragraph (1) above. The jurisdiction and authority of the arbitrator shall be confined exclusively to the terms of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement. Costs are to be shared equally by the Board and the Association.

GRIEVANCE APPEAL FORM (LEVEL 1)

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

2. State precisely the policy, agreement provision or administrative decision which is the subject of your appeal.

3. State in detail the reason for your dissatisfaction with the interpretation, application or violation of policy, agreement provision, or administrative decision which you are appealing.
(Note: State date and time of incident.)

4. State what you consider to be a fair and equitable disposition.

Signature of Aggrieved Party

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right of using school facilities, equipment and services subject to prior approval of the Superintendent or his designee. The costs of materials and supplies used shall be borne by the Association.
- B. The Association shall have the right of using the inter-school mail facilities and school mailboxes.
- C. The Association will be given, upon request, copies of all employees' schedules as soon as available, for informational purposes only.
- D. Whenever grievance procedures, negotiations, PERC hearings, or court appearances are required by the Board, PERC, the court, or by the Association and mutually agreed upon by the Superintendent, whose decision shall not be arbitrary, for any representative(s) of the Association or any teacher/employee during working hours, they shall suffer no loss of pay or personal days.
- E. When the Superintendent is going to submit a recommendation to the Board of Education on any matter which will adversely affect that employee's salary, increments and/or position of employment, such employee shall be afforded written notice including reasons at least five (5) school days prior to such submission to the Board of Education during which time the

employee may request in writing and shall be granted an opportunity to meet with the Superintendent. Said employee shall, if he wishes, be accompanied by a representative of the Association.

- F. When any employee is required to appear before the Board of Education or a committee thereof, on any matter adversely affecting his salary, increments and/or position, written notice including reasons shall be given him at least five (5) school days before the meeting, and he shall, if he wishes, be accompanied by a representative of the Association.
- G. Teachers who have been employed continuously since the preceding September 30th shall be notified of their contract and salary status according to State law, by April 30.
- H. Non-tenure teachers will notify the Board of their acceptance or non-acceptance of contract offers for the succeeding year according to State law.
- I. Teachers shall have the right of representation provided under N.J.S.A. 18A:25-7.
- J. The Board will provide the Association with an updated Board Policy Handbook and District Teacher's Handbook, and advise the Association of all changes in these documents.
- K. All vacancies which may arise within the district shall be posted in each building and by written notification to the President of the Association. All postings shall be for a minimum period of five (5) days.

- L. The Board may provide in-service professional improvement programs which shall be planned cooperatively by a district-wide in-service committee to meet the priorities of the school district. The committee will recommend in-service programs to the Superintendent for his consideration.
- M. If requested, secretaries shall be granted release time to attend the annual convention of the New Jersey Education Association and shall suffer no loss of pay or personal leave. Such leave shall be utilized and certified in accordance with statute (18A:31-2).

ARTICLE V

TEACHING HOURS AND PROFESSIONAL DUTIES

- A. The teacher work days shall be 183.
- B. Teachers shall indicate their presence for duty by placing their written initials in the appropriate column of the faculty "in-out" roster.
- C.
 - 1. Teachers will arrive at their respective assignments at least fifteen (15) minutes before the official school day begins, and may leave their respective assignments fifteen (15) minutes after the close of the school day, except when their presence is required to perform the professional duties listed in number 2 below.
 - 2. As part of their professional duties teachers shall be required to participate in the following:
 - a. Building, departmental meetings, workshops or other professional meetings, scheduled after the close of the regular school day, not to exceed one (1) hour in length.
 - b. Meetings, whenever necessary, with parents of their students, as well as with special services personnel and administrative personnel concerning the welfare of their students.
 - c. Completing field trips that extend beyond the regular work day.
 - d. Assisting or disciplining students when necessary.

- e. Teachers are required to attend a maximum of four (4) night functions (i.e., back-to-school night, fall and spring conferences, curriculum presentations to the Board by curriculum committee members.)
- f. Extra-compensation in the amount of \$20.00 per evening shall be paid after the four (4) night maximum is reached.

D. 1. Preparation Periods

- a. Teachers in K-5 buildings will be provided a preparation/consultation/team planning period whenever, and for the length of time, their class is regularly assigned to a special subject teacher.
- b. Teachers in Memorial Junior School will receive at least one (1) continuous and uninterrupted preparation period per day equal to one (1) academic period of regular length.
- c. The provisions in a and b above shall not apply to guidance counselors, psychologists, LDT-C's, social worker, nurses in K-5 buildings, speech correctionists, remedial or supplemental teachers, and art, music, physical education, industrial arts, home economics and health teachers who shall be governed by past practice for scheduling of preparation periods.

2. The schedules of teachers who are assigned to more than one (1) school shall be arranged so that adequate travel time is available.
 3. Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for travel at a rate to be determined by the Board of Education. Such reimbursement shall not include commutation to and from work.
 4. Teachers shall work a full school day on the day of "Back-to-School Night."
- E. Provision will be made for at least a 45 minute continuous and uninterrupted duty-free lunch period for all teachers.
- F. The principal may require teachers to be on duty during lunch periods, preparation periods, and other unassigned periods or whenever he determines that it is necessary for the safety and welfare of the students.

ARTICLE VI

TEACHER-ADMINISTRATOR COUNCILS

The purpose of the Teacher-Administrator Councils shall be to promote communications between Administrators and teachers by the discussion of issues affecting individual schools.

1. Membership, K-5:
 - a. Three (3) elected members from the teaching staff assigned to the building.
 - b. The Principal of the building.
 - c. Any person within the school system whose specialized knowledge may be of value to the discussion may be invited.
2. Membership, Memorial Junior School:
 - a. An elected ten percent (10%) of the teachers assigned to that building.
 - b. The Principal of the school.
 - c. Any person within the school system whose specialized knowledge may be of value to the discussion may be invited.
3. Meetings:
 - a. Monthly meetings shall be scheduled throughout the school year. Meetings may be cancelled by the mutual consent of all parties.

- b. The HTEA President and the Superintendent shall be notified in writing of the monthly scheduled meeting dates or their cancellation.
4. Procedures:
- a. Members of the Council shall propose, examine and discuss fully various courses of action with the intention of arriving at a consensus.
 - b. The Principal has the responsibility to make all decisions. The Principal shall present to the Council the reasons for his decision whenever a consensus has not been reached.
 - c. The teaching staff elected to this council shall report agenda and decisions reached to other staff members at a general meeting.
 - d. The Principal may discuss any decision made at a staff meeting if he deems it appropriate.
5. September and February district meetings shall be held with the Superintendent, Principals, HTEA President and Vice President, and building representatives to review guidelines of the Teacher-Administrator Councils.

ARTICLE VII

SALARIES

Teachers' Salaries

- A. 1. Salary schedules for all personnel covered under this contract are set forth on wage schedules hereto and made a part hereof.
- 2. Extra-compensation rates for the school years 1987-88 and 1988-89 are set forth on the schedules annexed hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments on the fifteenth (15th) and on the thirtieth (30th) of each month.
- 2. Teachers employed on an eleven (11) month basis (on a contract called "twelve (12) months") shall be paid twenty-four (24) equal semi-monthly installments on the fifteenth (15th) and on the thirtieth (30th) of each month.
- C. 1. Employees may individually elect to have a designated portion of their monthly salary deducted from their pay checks. These funds shall be deposited with the TRI-CO Federal Teachers' Credit Union of Morristown, New Jersey, by the fifth business day of the month following the distribution of the first payroll check in which the money was earned.

2. Present employees are to notify the payroll office of the Board of Education by June 15th of each year of the intention to:
 - a. Enroll in this program.
 - b. Discontinue their TRI-CO deduction.
 3. Employees may change the amount of the deduction a maximum of four (4) times per year, provided that thirty-five (35) days notice is given to the Board to effect the change.
- D.
1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
 2. All contracted employees shall receive their second June payroll check on the last working day for teaching staff members.
- E.
1. If a teacher receives satisfactory ratings for a period of two (2) years from the date of the withholding of a salary increment, he shall be restored to his proper place on the salary guide in the next school year.
 2. If the proposed withholding of any teacher's salary increment occurs less than sixty (60) days prior to April 15th, the teacher shall be required to waive notification of salary as indicated elsewhere in this Agreement. No salary notification in this instance shall occur later than August 15th.

- F. Part-time teachers shall be paid a pro-rata portion of the regular teacher's guide according to the following formula:
1. Number of daily hours worked, divided by 6.25, times place on Teacher's Guide; or
 2. Number of weekly hours worked, divided by 31.25, times place on Teacher's Guide.

Non-Certificated Salaries

- A. Salaries for the year(s) 1987-88 and 1988-89 agreed upon by the Board and the Association will be set forth in the attached schedules as listed.

Schedule A: Secretarial Personnel and Secretary/
Switchboard Operator, Accounting Secretary,
Payroll Secretary

Schedule B: Custodian I and II, and Maintenance Personnel

Schedule C: School Aides

Schedule D: Bus Drivers/Van Drivers

- B. Employees' contracts shall specify the number of hours to be worked daily.

C. Withholding of Increment

1. It shall be the duty of the Board of Education to give, within ten (10) days, following their action to withhold increment, written notice of action, together with statement of the reasons, to the employee concerned.
2. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

SCHEDULE "A"

HANOVER TOWNSHIP BOARD OF EDUCATION
SECRETARIAL SALARY GUIDE 1987-1988

Step	Full-time 12 months	Full-time 12 months Accounting	Full-time 12 months Payroll	Full-time 12 months Secy/Switch	Part-time 46 Weeks
1	12,090	12,307	12,198	10,284	6,938
2	13,040	13,257	13,148	10,934	7,488
3	13,998	14,215	14,107	11,601	8,053
4	14,999	15,216	15,107	12,267	8,619
5	15,999	16,216	16,108	12,933	9,184
6	17,000	17,217	17,108	13,600	9,751
7	18,000	18,217	18,109	14,266	10,433
8	19,001	19,218	19,109	14,932	11,120
9	20,001	20,218	20,110	15,603	12,047
10	21,002	21,219	21,110	16,549	12,974
11	22,431	22,648	22,540	17,496	13,964
12	24,001	24,218	24,110	18,442	15,012
13					16,062

1. Full-time secretaries and Secretary/Switchboard Operator are employed 7-1/2 hours daily with vacations according to Article XII.
2. Part-time secretaries are employed for 6-1/2 hours daily for forty-six (46) weeks and do not report for work on school holidays.
3. For work performed beyond the hours set forth in paragraph 1 above, full-time secretaries shall be paid at their regular hourly rate of pay for that contracted year.

4. Overtime pay for full-time secretaries at the rate of one and one-half (1 1/2) times the employee's regular hourly rate shall be paid for employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
5. Personnel contacted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
6. Part-time secretaries who perform overtime work between thirty-two and one-half (32-1/2) and forty (40) hours per week shall be paid at the straight time rate (same step) as the full-time secretary. Part-time secretaries who perform overtime work in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the full-time secretary rate (same step).
7. Secretaries will not be required to work when school is closed due to inclement weather.

SCHEDULE "A/2"

HANOVER TOWNSHIP BOARD OF EDUCATION

SECRETARIAL SALARY GUIDE 1988-1989

Step	Full-time 12 months	Full-time 12 months Accounting	Full-time 12 months Payroll	Full-time 12 months Secy/Switch	Part-time 46 Weeks
1	12,138	12,375	12,256	10,510	6,962
2	13,178	13,415	13,296	11,210	7,562
3	14,213	14,450	14,332	11,919	8,162
4	15,258	15,494	15,376	12,645	8,778
5	16,348	16,585	16,467	13,371	9,394
6	17,439	17,676	17,557	14,097	10,011
7	18,530	18,766	18,648	14,824	10,628
8	19,620	19,857	19,739	15,550	11,372
9	20,711	20,947	20,829	16,276	12,121
10	21,801	22,038	21,920	17,007	13,131
11	22,892	23,129	23,010	18,039	14,141
12	24,450	24,686	24,568	19,070	15,221
13	26,161	26,398	26,280	20,102	16,363
14					17,508

1. Full-time secretaries and Secretary/Switchboard Operator are employed 7-1/2 hours daily with vacations according to Article XII.
2. Part-time secretaries are employed for 6-1/2 hours daily for forty-six (46) weeks and do not report for work on school holidays.

3. For work performed beyond the hours set forth in paragraph 1 above, full-time secretaries shall be paid at their regular hourly rate of pay for that contracted year.
4. Overtime pay for full-time secretaries at the rate of one and one-half (1 1/2) times the employee's regular hourly rate shall be paid for employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
5. Personnel contacted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
6. Part-time secretaries who perform overtime work between thirty-two and one-half (32-1/2) and forty (40) hours per week shall be paid at the straight time rate (same step) as the full-time secretary. Part-time secretaries who perform overtime work in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the full-time secretary rate (same step).
7. Secretaries will not be required to work when school is closed due to inclement weather.

SCHEDULE "B"

HANOVER TOWNSHIP BOARD OF EDUCATION
 MAINTENANCE AND CUSTODIAL PERSONNEL
 SALARY GUIDE 1987-1988

Step	Maintenance	Maintenance Assistant	Custodian I	Custodian II
1	14,393	13,350	11,528	9,524
2	15,503	14,260	12,458	10,224
3	16,617	15,173	13,394	11,127
4	17,730	16,087	14,330	12,029
5	18,843	17,001	15,086	12,932
6	19,957	17,914	15,843	13,835
7	21,070	18,828	16,632	14,738
8	22,184	19,742	17,667	15,641
9	23,394	20,656	18,702	16,549
10	24,605	21,569	19,738	17,631
11			20,771	18,713
12			21,986	
13			23,449	

1. Employees shall work an eight (8) hour day for five (5) days per week. The total hours per week at regular pay shall be no more than forty (40).
2. Overtime pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).

HANOVER TOWNSHIP BOARD OF EDUCATION
 MAINTENANCE AND CUSTODIAL PERSONNEL
 SALARY GUIDE 1988-1989

COURIER/BUS DRIVER SALARY GUIDE 1988-1989

STEP	HOUR	SALARY
1	\$ 6.05	\$12,584
2	6.45	13,416
3	6.88	14,310
4	7.47	15,538
5	8.06	16,765
6	8.61	17,909
7	9.15	19,032
8	9.70	20,176
9	10.32	21,466
10	10.95	22,776
11	11.59	24,107
12	12.22	25,418

RECOMMENDED FOR APPROVAL
 SIGNATURE *[Signature]*
 DATE 10/6/88

DATE *[Signature]*
 10/25/88

Adopted: 11/15/88

3. All custodians (day and night employees) shall work a straight eight (8) hour day, which shall include their lunch period. They shall not leave the building during their lunch period. This shall apply only on days school is in session.
4. Any time an employee is called out for any reason or at any time, a minimum of two (2) hours pay at the applicable rate shall be paid.
5. A 10% differential of salary shall be added to the night employees' salary for the ten (10) months school is in session.
6. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
7. An employee who is assigned to perform work, which is regularly compensated on a higher salary guide for five or more consecutive work days, shall be paid at his step of the higher guide retroactive to the first day of such assignment.
8. It is mutually agreed by the Board and the Association that the extra-compensation position of Maintenance Foreman shall be compensated in the amount of \$3,250 per annum.

HANOVER TOWNSHIP BOARD OF EDUCATION

MAINTENANCE AND CUSTODIAL PERSONNEL

SALARY GUIDE 1988-1989

Step	Maintenance	Maintenance Assistant	Custodian I	Custodian II
1	14,488	13,562	11,636	9,621
2	15,688	14,552	12,566	10,381
3	16,898	15,543	13,579	11,144
4	18,112	16,539	14,599	12,128
5	19,326	17,535	15,620	13,112
6	20,539	18,531	16,444	14,096
7	21,753	19,527	17,269	15,080
8	22,967	20,523	18,129	16,065
9	24,180	21,519	19,257	17,049
10	25,499	22,515	20,386	18,039
11	26,819	23,511	21,514	19,218
12			22,640	20,397
13			23,965	
14			25,559	

1. Employees shall work an eight (8) hour day for five (5) days per week. The total hours per week at regular pay shall be no more than forty (40).
2. Overtime pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).

3. All custodians (day and night employees) shall work a straight eight (8) hour day, which shall include their lunch period. They shall not leave the building during their lunch period. This shall apply only on days school is in session.
4. Any time an employee is called out for any reason or at any time, a minimum of two (2) hours pay at the applicable rate shall be paid.
5. A 10% differential of salary shall be added to the night employees' salary for the ten (10) months school is in session.
6. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
7. An employee who is assigned to perform work, which is regularly compensated on a higher salary guide for five or more consecutive work days, shall be paid at his step of the higher guide retroactive to the first day of such assignment.
8. It is mutually agreed by the Board and the Association that the extra-compensation position of Maintenance Foreman shall be compensated in the amount of \$3,250 per annum.

SCHEDULE "C"

**HANOVER TOWNSHIP BOARD OF EDUCATION
SCHOOL AIDES SALARY GUIDE 1987-1988**

Step	Aides	Aides Library & Spec Ed.
1	5,784	6,436
2	6,114	6,756
3	6,445	7,077
4	6,776	7,397
5	7,108	7,717
6	7,462	8,037
7	7,816	8,357
8	8,169	8,675
9	8,741	9,450
10	9,398	10,254

1. Aides are employed for six (6) hours per day when school is in session. They do not report for work on school holidays.
2. For work performed in the summer or beyond the regular school hours, aides shall be paid at their regular hourly rate of pay for the contract year beginning July 1.
3. Overtime pay, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Each employee assigned to path duty on school property shall be compensated at the rate of \$2.75 per day.

SCHEDULE "C/2"

HANOVER TOWNSHIP BOARD OF EDUCATION
SCHOOL AIDES SALARY GUIDE 1988-1989

Step	Aides	Aides Library & Spec Ed.
1	5,955	6,665
2	6,305	7,015
3	6,664	7,365
4	7,025	7,713
5	7,386	8,062
6	7,748	8,411
7	8,133	8,760
8	8,519	9,109
9	8,905	9,456
10	9,528	10,301
11	10,244	11,183

1. Aides are employed for six (6) hours per day when school is in session. They do not report for work on school holidays.
2. For work performed in the summer or beyond the regular school hours, aides shall be paid at their regular hourly rate of pay for the contract year beginning July 1.
3. Overtime pay, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Each employee assigned to path duty on school property shall be compensated at the rate of \$2.75 per day.

SCHEDULE "D"

HANOVER TOWNSHIP BOARD OF EDUCATION
 BUS DRIVERS' SALARY GUIDE 1987-1988

Step	Small Vehicles	Bus
1	5,678	5,978
2	5,908	6,294
3	6,142	6,898
4	6,377	7,501
5	6,611	8,104
6	6,865	8,708
7	7,120	9,311
8	7,375	9,912
9	7,629	10,547
10	7,884	11,182
11	8,388	11,818

1. Small Vehicles drivers and bus drivers are employed for five (5) hours daily. They do not report for work on school holidays.
2. For work performed in the summer or beyond the regular school hours, drivers shall be paid at their regular hourly rate of pay for that contracted year.
3. Overtime pay, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Changes of a bus driver's route shall be made in writing at least 24 hours in advance of the change, except in emergency situations.

HANOVER TOWNSHIP BOARD OF EDUCATION
BUS DRIVERS' SALARY GUIDE 1988-1989

Step	Small Vehicles	Bus
1	5,935	6,171
2	6,189	6,516
3	6,440	6,861
4	6,695	7,518
5	6,951	8,176
6	7,206	8,834
7	7,483	9,491
8	7,761	10,149
9	8,039	10,804
10	8,316	11,496
11	8,594	12,188
12	9,142	12,881

1. Small Vehicles drivers and bus drivers are employed for five (5) hours daily. They do not report for work on school holidays.
2. For work performed in the summer or beyond the regular school hours, drivers shall be paid at their regular hourly rate of pay for that contracted year.
3. Overtime pay, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s) and day(s) worked and approved personal day(s).
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Changes of a bus driver's route shall be made in writing at least 24 hours in advance of the change, except in emergency situations.

SALARY GUIDE "S"

**SALARY GUIDE FOR HOURLY REMEDIAL
AND SUPPLEMENTAL TEACHERS: 1987-88**

- A. Remedial and Supplemental teachers who are employed on an hourly basis will be paid at the hourly rate of \$11.83 until they have been employed by the Board for five years.
- B. Remedial and Supplemental teachers who have been employed by the Board for over five years will be paid at the hourly rate of \$13.31.

**SALARY GUIDE FOR HOURLY REMEDIAL
AND SUPPLEMENTAL TEACHERS: 1988-89**

- A. Remedial and Supplemental teachers who are employed on an hourly basis will be paid at the hourly rate of \$12.90 until they have been employed by the Board for five years.
- B. Remedial and Supplemental teachers who have been employed by the Board for over five years will be paid at the hourly rate of \$14.51.

Note

Remedial and Supplemental teachers who are employed for a dual purpose, that is, part-time as hourly supplemental or remedial employees, and part-time as contracted regular teachers, will be paid at the hourly rate for the Remedial or Supplemental work, and a pro-rata portion of the regular Teacher's Salary Guide for the time spent as a part-time regular teacher.

SALARY GUIDE "T"
HANOVER TOWNSHIP BOARD OF EDUCATION
TEACHER SALARY GUIDE 1987-1988

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	20824	21528	22233	22938	23641	24346	25051
2	21706	22429	23158	23898	24622	25351	26067
3	22588	23330	24083	24861	25602	26356	27085
4	23471	24230	25007	25823	26582	27359	28101
5	24353	25131	25933	26784	27563	28364	29118
6	25234	26031	26857	27746	28542	29369	30135
7	26998	27840	28708	29669	30501	31379	32169
8	27881	28733	29634	30630	31482	32383	33185
9	28762	29634	30557	31593	32463	33388	34202
10	29644	30532	31482	32554	33442	34392	35218
11	30527	31433	32408	33516	34423	35396	36236
12	31409	32333	33332	34478	35402	36401	37253
13	32291	33234	34258	35439	36383	37606	38270
14	33173	34134	35182	36401	37364	38411	39286
15	34055	35035	36107	37364	38342	39414	40302
16	39437	35935	37032	38324	39323	40419	41320
17	36702	37737	38882	40248	41283	42428	43354
18	38417	39417	40528	41610	42564	43734	44670
19				43173	44190	45324	46225

NOTE: Newly-appointed teachers shall not be placed on this salary guide at a step or training column higher than an already employed teacher of comparable professional experience and preparation.

SALARY GUIDE "T/2"

HANOVER TOWNSHIP BOARD OF EDUCATION
TEACHER SALARY GUIDE 1988-1989

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	22081	22829	23576	24323	25069	25816	26564
2	23017	23784	24557	25342	26109	26882	27642
3	23952	24739	25537	26363	27148	27948	28720
4	24888	25694	26518	27382	28188	29012	29798
5	25824	26649	27500	28402	29228	30078	30877
6	26758	27604	28479	29422	30266	31143	31955
7	28629	29521	30442	31461	32344	33274	34112
8	29565	30468	31423	32480	33384	34339	35190
9	30500	31423	32403	33501	34423	35404	36267
10	31435	32376	33384	34521	35462	36470	37345
11	32371	33331	34365	35540	36502	37534	38424
12	33307	34286	35345	36560	37541	38600	39503
13	34241	35241	36327	37580	38581	39665	40581
14	35176	36196	37307	38600	39620	40731	41659
15	36112	37151	38288	39620	40658	41795	42737
16	37047	38106	39269	40639	41698	42861	43816
17	38919	40016	41230	42679	43777	44991	45972
18	41317	42317	43428	44399	45116	46357	47350
19				46373	47390	48524	49425

NOTE: Newly-appointed teachers shall not be placed on this salary guide at a step or training column higher than an already employed teacher of comparable professional experience and preparation.

EXTRA-COMPENSATION RATES: 1987-1989

SPORTS:

Varsity & Intramural

Steps 1&2: .04 x BA Step 13.
Step 3: .04 x MA Step 13.
Step 4 & over: .04 x MA + 30 Step 13.

Intramurals

Steps 1&2: .03 x BA Step 13
Step 3: .03 x MA Step 13.
Step 4 & over: .03 x MA + 30 Step 13

ACTIVITIES:

Cheerleading

Steps 1&2: .03 x BA Step 13.
Step 3: .03 x MA Step 13.
Step 4 & over: .03 x MA + 30 Step 13.

Yearbook Advisors

Steps 1&2: .03 x BA Step 13.
Step 3: .03 x MA Step 13.
Step 4 & over: .03 x MA + 30 Step 13.

Newspaper: (1 Journalism, 1 Graphics)

Steps 1&2: .03 x BA Step 13.
Step 3: .03 x MA Step 13.
Step 4 & over: .03 x MA + 30 Step 13.

**Dramatics: (.03),
Dramatics Assistant (.025)**

Steps 1&2: x BA Step 13.
Step 3: x MA Step 13.
Step 4 & over: x MA + 30 Step 13.

Team Leaders: .0075 x BA Step 13 per team member to maximum
of 5 members.

Area Coordinators: .03 x MA + 30 Step 13. + 5 non-teaching periods per
week.

Elementary Student Council Advisor: \$165.00 for 1987-1988
\$180.00 for 1988-1989

Teacher-in-Charge: \$220.00 for 1987-1988
\$240.00 for 1988-1989

Computer Club Advisor: .03 x MA + 30 Step 13, prorated on the basis of 35
sessions.

ARTICLE VIII

PERSONAL LEAVES OF ABSENCES

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

1. Up to five (5) days leave shall be granted to an employee for each death in the immediate family to attend funeral services and/or to handle personal business related to the death. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any member of the immediate household excluding employees or tenants.
2. Up to three (3) days shall be allowed for the President of the Association or an alternate he designates to attend conferences and conventions of the state and national affiliated organizations.
3. Up to a total of three (3) days (non-cumulative) shall be allowed in any one (1) school year for the following reasons:
 - a. Serious illness in the immediate family.
(Immediate family same as in 1.)
 - b. Recognition of religious holiday.
 - c. Court appearance

- d. Marriage of the employee or marriage in the immediate family.
 - e. College graduation of employee or a member of his immediate family.
 - f. Any other emergency or urgent reason not included in a through e above, if approved by the Superintendent.
4. Up to a total of two (2) days (non-cumulative) may be allowed in any one (1) school year for any personal business, emergency or urgent reason not included in 3a-e above, if approved in advance by the Superintendent. The Superintendent may waive advance notice.
5. If neither day under 4 above is used in a given year, they will then accumulate without limit and may be used in subsequent years only as excess sick leave to be taken after all regular sick leave has been used.
- B. The Superintendent shall be notified, via the immediate supervisor, a minimum of one (1) day in advance when personal leave is to be granted under A2, and A3b,c,d and e. The Superintendent may waive advance notice.
- C. For proper payroll accounting, audit and employee protection, every absence granted under Article VIII, leave for a half day, full day or more, must be accounted for in writing and reported to the Superintendent. Such reasons as they apply

to A4 of this Article shall be given as "death, personal or legal."

- D. For each day leave is taken in excess of the amount specified in paragraphs A or B above, 1/200th part of the teacher's salary and one (1) day's pay based upon the employee's hourly rate for non-certificated employees, shall be deducted from his/her salary.
- E. Upon recommendation of the immediate supervisor to the Superintendent, non-cumulative leave without pay of up to five (5) days per year may be granted. (Reference: Article X, paragraph H).
- F. For each day an employee is required to be absent to serve on a jury, he shall be paid the difference between his contract salary and the amount received for his service as a juror.
- G. Any requests for leave shall be submitted to the Superintendent as far in advance as possible.

ARTICLE IX

SICK LEAVE

Teachers

- A. Ten (10) school days a year shall be granted to all personnel working on a 10-month contract for personal illness, provided that such personnel were continuously employed from the beginning of the school year. A pro-rated number of paid sick days shall be granted to personnel not employed at the beginning of the school year, on the basis of one (1) sick day for each month employed during the 10-month school year. All unused sick leave shall be cumulative without limit.
- B. Eleven (11) school days a year shall be granted to all personnel working on an 11-month basis (on a contract called "twelve (12) months") for personal illness, provided that such employee was continuously employed from the beginning of the school year. A pro-rata number of days shall be granted to personnel not employed at the beginning of the school year on the basis of one (1) sick day for each month employed during the 11-month period. All unused sick leave shall be cumulative without limit.

Non-Certificated

- A. A total number of days equivalent to the number of months on contract shall be granted to employees for personal illness, and unused sick leave shall be cumulative without limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

ARTICLE X

LEAVES OF ABSENCE WITHOUT PAY

- A. The Board agrees that up to two (2) tenured teachers designated by the Association shall, upon request, be granted a leave of absence for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence of up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such program or accepts a Fullbright Scholarship. Upon return from leave granted pursuant to this paragraph, a tenured teacher shall be considered as if he were actively employed by the Board during the leave period, and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. The Board shall grant a medical leave of absence without pay for illness or disability (including maternity) subject to the following:
1. A leave shall commence upon receipt of written notice of illness or disability by the Board. When medically possible, advance notice of no less than sixty (60) calendar days shall be given.
 2. A leave of up to one (1) calendar year shall be granted to any tenured employee. Non-tenured employees may

receive a leave not to exceed the remainder of the school year (June 30th). Reemployment shall not be denied solely because of the granting of a medical leave of absence.

3. Notice of not less than ninety (90) days, when possible, of an intent to return to work must be given, in writing, to the Board.
 4. Upon the request of the Board, an employee shall supply satisfactory medical certification of fitness for duty.
 5. The foregoing is not intended to affect utilization of unused sick leave.
- D. Other leaves of absence may be granted by the Board upon application.
- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, credits toward sabbatical eligibility, and advancement on the salary guide, shall be restored to him upon his return. However, an employee on leave (except as provided under paragraph B) shall not accumulate any sick leave, sabbatical or other credits during his leave period. A non-tenure employee on extended leave shall not have the time applied to his probationary period.
- F. All applications or granting of extension of or renewal of leaves shall be in writing, and must be subject to approval by the Board of Education. All leaves, with the exception of

medical leave, shall be requested on or before April 1st, and be acted upon no later than May 1st.

G. The Board shall grant child-rearing leave without pay to any employee immediately following maternity leave or adoption of a minor child, subject to the following provisions:

1. Child-rearing leave shall be granted to any tenured employee for a minimum of five (5) months and maximum of one (1) year, provided the return date to duty is either February 1st or September 1st.

2. For non-tenured employees, such leave shall be for a minimum of five (5) months, but shall not exceed the end of the school year.

3. Notice of not less than ninety (90) days, when possible, of an intent to return to work must be given, in writing, to the Board.

H. Upon the recommendation of the immediate supervisor and approval of the Superintendent, non-cumulative leave without pay of up to five (5) days per year may be granted. (Reference: Article VIII, Paragraph E).

ARTICLE XI

SABBATICAL LEAVE

- A. A sabbatical leave shall be granted to a teacher by the Board of Education upon submission of a comprehensive application of direct benefit to the school district for research, study, including study in another area of specialization, or for other reasons of value to the school system, subject to approval by the Board of Education of the program of study, and the following conditions:
1. If there is a sufficiently qualified applicant, sabbatical leave shall be granted to two (2) teachers in any one school year.
 2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as he shall prescribe and prepare, not later than February 15th. Action upon such requests shall be taken not later than April 15th following.
 3. A teacher has completed at least seven (7) full school years of service in the Hanover Township School District.
- B. A sabbatical leave shall be for either one-half (1/2) of the school year at full pay, or the entire school year at half-pay.
- C. A teacher on sabbatical leave upon return shall be treated for purposes of salary guide as if he had been teaching in

the school system during the period of the leave. However, the teacher on sabbatical leave shall not accumulate any sick leave for said leave period.

- D. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Hanover Township Public Schools for a period of at least two (2) years after accepting sabbatical leave. 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 has become incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
- E. As a condition to such a leave, the teacher must file a comprehensive report concerning the value of the leave to the staff member and the school district immediately upon return to work.
- F. The Board shall provide the reason, in writing, for rejection of applications received.

ARTICLE XII

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection, including hospitalization, medical-surgical and major-medical, designated below.
1. The Board shall pay, upon application of the employee, the full premium for single person coverage for each employee.
 2. The Board shall pay, upon application of the employee, the full premium for coverage of eligible dependents of the employee.
 3. Provisions of the health care insurance program shall be detailed in master policies and contracts.
 4. The health insurance for the basic hospitalization and medical coverage and the major medical coverage shall be such plan as the Board shall designate, provided that the extent of coverage of such plan be equivalent to that provided by the New Jersey Public and School Employees Health Benefits Plan as of June 30, 1987. The Board of Education shall insure continuous coverage in any and all instances of change of carrier. The Association shall have the opportunity to meet with the carrier(s) for informational purposes prior to the change of carrier.

5. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
 6. Effective July 1, 1987, the Board shall provide family dental care insurance protection at a cost which shall not exceed \$62,100. to the Board. Effective July 1, 1988, the Board cost shall increase to an amount not to exceed \$72,500.
- B. The insurer shall provide for continuance of health care insurance at the retiree's expense after retirement on the terms detailed in the master policies and contracts. Payment for this coverage shall be made by the retiree directly to the insurance carrier to insure no loss of benefits and to maintain retirees group rate coverage.
 - C. The Board shall provide to each employee, upon request, copies of the health care insurance policies covered under this Article.

ARTICLE XIII

PERSONNEL FILES

- A. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies, at actual cost to be determined by the Business Administrator, of any documents (other than pre-employment documents) contained therein. An employee shall be entitled to have representative(s) of the Association accompany him during such review. At least once every two years an employee shall have the right to indicate those documents in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. Disputes over administrative decision involving retention of disciplinary documents or letters from parents may be processed through the grievance procedure, commencing at Level Two.
- C. No material derogatory to an employee's conduct, service, character or personality (other than pre-employment materials) shall be placed in his file unless the employee has had an opportunity to review the material. The employee 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 employee shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

ARTICLE XIV

SUMMER SCHOOL AND SUMMER WORK

- A. All openings for positions in the summer school shall be posted as they become known and applications shall be provided for employment.
- B. The Board shall maintain the right to employ as summer school teachers persons who are not regularly employed by the district during the school year. Compensation for such individuals shall be at the rate mutually agreed upon by the individual and the Board, not to exceed the compensation paid to Hanover Township teachers.
- C. Salary schedules for positions in the summer school shall be determined by the following formula:
- $$\frac{\text{number of hours}}{6.25} \quad X \quad \frac{\text{appropriate salary level on guide}}{200}$$
- D. During the last week of summer school, one preparation period of 60 minutes shall be provided for each subject taught for every teaching staff member who must write individual student progress reports and evaluate testing data.
- E. Paychecks shall be issued midway and on the last day of summer school.
- F. Summer work which is not in the summer school but is directly related to work performed during the school year shall be paid in accordance with the formula contained in paragraph C above.

G. Curriculum work performed during the summer shall be compensated according to the following formula:

$$\frac{\text{number of hours}}{8.0} \quad \times \quad \frac{\text{appropriate salary level on guide}}{200}$$

ARTICLE XV

DEDUCTION OF DUES AND AGENCY FEES

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Hanover Township Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, P.L. 1969, (N.J.S.A. 52:14-15.9(e)) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse said monies to the appropriate Association or Associations. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION TO
DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC. SEC. _____
SCHOOL BUILDING _____ DISTRICT _____
TO: DISBURSING OFFICER
HANOVER TOWNSHIP BOARD OF EDUCATION

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

I designate the Hanover Township Education Association to receive dues and distribute them to the following organizations:

Hanover Township Education Association
Morris County Council of Education Associations
New Jersey Education Association
National Education Association

- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues.

Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- C. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- D. The filing of notices of an employee's withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.
- E. The Board agrees to deduct from employees' salaries money for local and/or national Association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations. Any employee may have such deductions discontinued in accordance with Title 52:14-19.9(e)
- F. The Board of Education hereby grants to the Association the right to collect a representation fee from those unit members who do not elect membership in the Association. The implementation and administration of this provision shall be in accordance with Chapter 477, P.L. of 1979. In meeting its obligations pursuant to this paragraph, the Association shall save the Board harmless from any claims, liabilities, damages or other financial demands made by an employee, whether in litigation or elsewhere, including the cost of legal fees.

ARTICLE XVI

ADDENDUM

A. The parties agree to follow the procedures outlined in the Agreement, to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

B. Separability

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

C. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right:

- a) to direct employees of the school district; b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; c) to relieve employees from duty for legitimate reason; d) to maintain efficiency of the school district operations entrusted to them; 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.

- D. This Agreement incorporates the entire understanding of the parties on terms and conditions of employment and with respect to the establishment of grievance procedures.
- E. To the extent not inconsistent with this Agreement, terms and conditions of employment arising out of past practice shall not be deemed waived by the signing of this Agreement.
- F. This Agreement and any amendments shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVII

TUITION REIMBURSEMENT

Upon submission by a teacher of a request for reimbursement form to the Office of the Superintendent prior to September 30th of the school year in which course work is to be undertaken, the Board shall reimburse a teacher up to the cost of 9 graduate credits per year at a New Jersey State College for tuition and fees. Reimbursement shall be made for successful completion of courses taken with the Superintendent's prior approval, at any accredited college or university.

Upon submission by a non-certificated staff member of a request for reimbursement form to the Office of the Superintendent prior to September 30th of the school year in which course work is to be undertaken, the Board shall reimburse six staff members up to \$350.00 each for tuition and fees at a New Jersey State or County College or approved computer center. Reimbursement shall be made for successful completion of courses taken with the Superintendent's prior approval in a subject area related to the staff member's field.

Non-tenured teachers or non-certificated employees within their first three years of employment shall go through the regular application process as all other employees at the time that courses are to be taken. Upon obtaining tenure (where applicable)

or commencement of the fourth year of employment, the employee will then receive reimbursement for all courses previously taken and approved.

ARTICLE XVIII

EXTRA-COMPENSATION FOR UNUSED SICK DAYS

For employees who are eligible for retirement¹, and who provide written notice on or before December 1st of their intention to retire by June 30th of the current school year, or, in the case of retirement other than on June 30th of the current school year, provide written notice at least 120 calendar days prior to the anticipated retirement date, the following formula of compensation shall apply:

From the date of retirement, 20 days shall be deducted from the accumulated sick leave. The remaining accumulated sick leave shall be compensated at the rate of \$40 per day. This lump sum compensation shall not be considered a part of contracted salary for retirement purposes.

¹ In the case of employed staff members who have 25 years of credit (or 20 years of credit at age 60 or over), in N.J. TPAF or N.J. PERS who become deceased during the term of this contract agreement, the extra-compensation described in this Article shall be paid to the estate of the deceased member.

ARTICLE XIX

HOLIDAYS - NON-CERTIFICATED

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

ARTICLE XX

VACATIONS - NON-CERTIFICATED

A. Paid vacations shall be provided for full-time employees on 12-month contracts as follows:

Less than one (1) year's employment: 5/6 day per month
of employment

After one (1) full year's employment: Two (2) weeks

After five (5) full year's employment: Three (3) weeks

After ten (10) full years' employment: Four (4) weeks

B. For the purposes of this Article, a full year shall constitute the 12-month period of continuous employment from the employee's first day of work.

C. Vacations shall be taken at the discretion of the employee's immediate supervisor, after discussion with the employee.

ARTICLE XXI

UNIFORMS - NON-CERTIFICATED

- A. 1. Custodians I and II, maintenance and bus driver/van drivers personnel will be reimbursed up to a maximum of one hundred (\$100.00) dollars in 1987-88 and one hundred twenty (\$120.00) dollars in 1988-89 for purchase of uniforms. New employees will be reimbursed after a waiting period of six months of continuing employment. Reimbursement shall be made within sixty (60) days after receipt of voucher.
2. Foul weather gear (including slickers, head gear, rubber-type boots) shall be provided for each employee prior to being required to work outside. This foul weather gear shall be stored at each school for use as needed.
3. The Board shall supply picture identification badges to Drivers, Maintenance Personnel and Custodians I and II.
- B. Personnel named in paragraphs A.1 and A.2 above are required to wear their uniforms during their scheduled work day. It will be the responsibility of the employee to maintain and to care for his uniforms.
- C. The Board shall specify the color and type of uniform and safety shoes that can be used for work and are eligible for reimbursement under A.1 above.

ARTICLE XXII

MISCELLANEOUS PROVISIONS - NON-CERTIFICATED

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

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

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

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

B. The provisions and the benefits of this Agreement are not applicable to custodians and maintenance personnel during their ninety (90) day probationary period of employment. The provisions and the benefits of this Agreement are accruable and retroactive to the employee's first day of employment with the Board after he has attained the status of a permanent employee.

C. The determination of the work-week shall be governed by regulations of the Federal Department of Labor.

In further definition, the work-week in Hanover Township shall begin at 12:01 AM on Monday and end at midnight on the following Sunday.

D. Employees who are asked to work on an approved holiday will receive their normal pay for the holiday plus time and one-half for the hours worked on the holiday provided that during that holiday week the employee has either worked 32 hours or has a combination of 32 hours of work and approved sick day(s) and personal day(s).

Employees who are asked to work on a holiday, who will not have worked 32 hours in the work-week in which the holiday occurs, or will not have a combination of 32 hours of work and approved sick day(s) in that work-week, will not receive their normal holiday pay, but will receive time and one-half for working the holiday.

ARTICLE XXIII

LICENSES - NON-CERTIFICATED

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

ARTICLE XXIV

EVALUATION - NON-CERTIFICATED

A. Definitions

1. Evaluation. An evaluation is an assessment of an individual's overall performance.

B. Frequency of Evaluations

1. All employees shall be evaluated at least once in each school year, prior to March 1.
 - a. By December 1, each employee shall receive written notification from his evaluator stating whether his performance at that date has been satisfactory.
 - b. If an employee's performance is judged to be unsatisfactory at this time, he shall receive a full evaluation of his overall performance, which shall be in addition to the evaluation provided in B.1.
2. Any employee hired after February 1 shall be evaluated prior to June 1.

C. Evaluation Reports

1. An employee shall be given a written evaluation report which will include:
 - a. strengths of the employee as evidenced during the period since the previous report.

b. weaknesses of the employee as evidenced during the period since the previous report.

c. specific suggestions as to measures which the employee might take to improve his performance.

Provisions shall be made for a conference between the employee and the evaluator, prior to submitting the report to the Superintendent's office. The employee shall sign the evaluation form at this conference, acknowledging receipt thereof.

2. The employee will have a period of five (5) full school days following the conference, and prior to the submission of the written report to the Office of the Superintendent, in which he may attach a memorandum to the report commenting on any or all parts of it.