

March 2013

**AGREEMENT  
BETWEEN**

**HAMILTON TOWNSHIP  
BOARD OF EDUCATION**

**AND**

**HAMILTON TOWNSHIP  
EDUCATION ASSOCIATION**

Effective Date:  
July 1, 2012 to June 30, 2015

Memorandum Date:  
February 15, 2013  
Ratification Date:  
March 5, 2013

**HAMILTON TOWNSHIP  
EDUCATION ASSOCIATION**

**HTEA Officers**

Fred Schwartz, President  
Pat Apoldite, 1st Vice President  
Eileen Porada, 2nd Vice President  
Ken McCaffrey, Treasurer  
Cathy Pietras, Recording Secretary  
Constance Somers, Corresponding Secretary

**HTEA Negotiating Team**

Fred Schwartz, Chairperson  
Pat Apoldite, Co-Chairperson  
Cathy Pietras, Secretary  
Debra Duffy  
David Hemmingway  
Robert H. Howland  
Kathleen Karch  
Steve Kirkpatrick  
Brian McManimon  
Margaret Mary Phinney  
Eileen Porada  
Virginia Sciarrotta  
Constance Somers  
Tim Ryan, NJEA Uniserv Rep

**HAMILTON TOWNSHIP  
BOARD OF EDUCATION**

**Board Members**

Jeff Hewitson, President  
Joseph Malagrino, Vice President  
Patricia DelGuidice  
Albert Gayzik  
William T. Harvey Jr.  
Richard Kanka  
Stephanie A. Pratico  
Jennifer Riddell  
Dina Thornton

**HTBOE Negotiating Team**

Joe Betley, Board Attorney/Negotiator  
Dr. James Paria, Superintendent  
Dr. Daniel Swirsky,  
Interim Director of Human Resources  
Richard Kanka, Board Member,  
Negotiations Chairperson  
Joseph Malagrino, Board Member

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
1	Recognition.....	6
2	Negotiations Procedure.....	7
3	Grievance Procedure.....	8
	A. Definition.....	8
	B. Purpose.....	8
	C. Procedure.....	8
4	Rights of the Parties.....	11
5	Protection of Employees.....	13
6	Seniority (Non-Certified Staff).....	14
7	Employment Procedures.....	15
	A. Non-Certified Staff.....	15
	B. Employment and Promotion Procedures Cert. Staff.....	16
8	Transfers and Reassignment.....	17
9	Evaluation.....	17
10	Non-Teaching Duties.....	18
11	Work Year.....	18
12	Work Schedule.....	19
	A. Certified Staff.....	18
	B. Non-Certified.....	21
13	Temporary Leaves of Absence.....	26
	A. Personal Days.....	26
	1. Non-Certified Staff.....	26
	2. LDTC's/Psychologist.....	26
	3. Certified Staff.....	26
	B. Bereavement Leave.....	26
	C. Family Illness Days.....	27
	D. Absences not Covered by Regulations.....	27
14	Sick Leave.....	27
15	Maternity/Child Rearing Leave.....	28

16	Holidays.....	29
<b>ARTICLE</b>		
17	Vacations.....	29
18	Sabbatical Leave.....	30
19	Insurance Protection.....	31
20	Salaries.....	34
21	Deductions From Salaries.....	35
22	Tuition Reimbursement.....	36
23	Summer, Accredited Evening School and Hourly Instruction Compensation.....	39
24	Workshop Procedures and Compensation.....	40
25	Additional Compensation for Specified Positions.....	41
26	Longevity.....	42
27	Bus Drivers.....	43
28	Liaison Committees.....	44
29	Employee Facilities.....	44
30	Miscellaneous Provisions.....	45
31	Duration of Agreement.....	46
32	No Reprisal Clause.....	46
	Section 125 Addendum.....	48
33	2012-2015 SALARY GUIDES & EXTRA DUTY SALARIES..	50
	A. Coaches' Salary Schedule.....	51, 56
	B. Extra Duty Pay Schedule.....	53, 58
	C. STAFF SALARY SCHEDULES.....	61-79

## ARTICLE 1-RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Teachers  
Learning Disability Teacher Consultants (LDTc)  
School Psychologists  
Social Workers  
School Nurses  
Speech Therapists  
Guidance Counselors  
Librarian/Media Specialists  
Curriculum Consultants  
Health Service Consultant  
Secondary Educational Assistants  
Classroom Educational Assistants  
Clinical Educational Assistants  
Clerical Educational Assistants  
Personal Care Assistants  
Guidance Educational Assistants  
Lunch/Playground Educational Assistants  
Custodian  
Custodian - Head 1  
Custodian - Head 2  
Assistant Custodian (5.5 hr. & 3.5 hr.)  
Cafeteria Operators  
Assistant Cooks  
Cook/Relief Operators  
Cafeteria Assistants  
Cafeteria Helpers  
Hourly Cafeteria Personnel  
Bus Drivers  
Bus Educational Assistant  
Relief Driver/Helper  
Campus Monitors  
Athletic Trainer  
Purchasing Office Assistant  
Substance Awareness Coordinator  
Field Maintenance  
Warehouse Employees  
Excluding:  
All other personnel

1:2 Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015  
6

1:3 Unless otherwise indicated, the term "certified employee", when used in this Agreement shall refer to all those employees who are required to hold appropriate certificates issued by the State of New Jersey.

1:4 Unless otherwise indicated, the term "non-certified employee", when used in this Agreement shall refer to all those employees who are not required to hold appropriate certificates issued by the State of New Jersey.

1:5 The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1:1 of this Agreement with any organization other than the Association.

1:6 References to the employees shall be deemed to include both male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

## **ARTICLE 2- NEGOTIATIONS PROCEDURE**

2:1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of New Jersey, 1974, in good faith efforts to reach an agreement on matters concerning terms and conditions of employment. The parties shall enter into negotiations in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires.

2:2 The Board shall make available to the Association, upon request, all information of the Hamilton Township School District that is in the public domain, provided such request shall be at no expense to the Board of Education. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2:4 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

2:5 The parties will make an effort during negotiations to mutually agree upon the order of items to be discussed and to adhere to scheduled meeting times.

2:6 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

2:7 During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## ARTICLE 3 - GRIEVANCE PROCEDURE

### 3:1 DEFINITIONS:

3:1.1 Grievance-A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees

3:1.2 Aggrieved person-An "aggrieved person" is the person or persons or the Association making the grievance.

3:1.3 Party of interest-A "party of interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

3:1.4 A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-five (25) working days from the time the action is taken or when the act is known or should have been known. The Association may process grievances through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### 3:2 PURPOSE:

3:2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 3:3 PROCEDURE:

3:3.1 Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall be deemed an acceptance of the decision rendered at that step

3:3.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step

3:3.3 Any employee who decides either alone or with the assistance of the Association that he/she has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The immediate supervisor shall have seven (7) workdays from the date of the discussion within to render a verbal decision. If the matter is not resolved to the satisfaction of the employee, the employee shall have seven (7) days from the date of the verbal decision within which to set forth his/her grievance in writing to his/her principal or other immediate supervisor specifying

- A. The nature of the grievance and date occurred.
- B. The specific provision(s) of the Agreement alleged to have been violated.
- C. The results of the previous discussions
- D. His/her dissatisfaction with the decisions previously rendered.
- E. Relief sought.

The principal or immediate supervisor shall communicate his/her discussion to the aggrieved and his/her representative, in writing, within seven (7) workdays of receipt of the written grievance.



3:3.4 The employee no later than seven (7) work days after receipt of the principal's or immediate supervisor's decision, may appeal the principal's or immediate supervisor'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 and the employee's dissatisfaction with the decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible. He or his designee shall hold a hearing concerning the grievance within twenty-five (25) workdays of receipt of the appeal. He or his designee shall render a written decision within fifteen (15) workdays of the conclusion of the hearing.

3:3.45 a. If employee and the Association are not satisfied with the Superintendent's response, they may seek Board review of the grievance by filing a request to the Board in writing within 15 workdays of the Association's receipt of the Superintendent's response.

b. At the time of its filing at the Board level, the employee and the Association shall forward to the Board its Initial grievance, the response at the immediate supervisor's level, its appeal to the Superintendent and the Superintendent's response, as well as any other paperwork which the employee and the Association believe are relevant to the Board review of the grievance.

c. The Board, or a committee of Board members, may hold a hearing on the grievance.

d. The Board shall issue its decision on the grievance within 30 workdays of the date when the employee and the Association filed the grievance at the Board level.

3:3.5 If the Association is dissatisfied with the decision of the Board, and only if the grievance pertains to a violation of the Agreement between the Board and the Association and review by an arbitrator is desired, then within fifteen (15) work days after receipt of the Board's decision the Association shall file with the Public Employment Relations Committee a request for the submission of a panel of arbitrators to hear the particular issue. The parties shall be bound by the rules of the appointing agency. The Association shall notify the Superintendent by certified mail or receipted delivery no later than fifteen (15) days after the receipt of his decision of its intention to proceed to arbitration. Failure to notify the Superintendent within the timelines precludes an arbitrator from hearing and/or resolving the grievance.

Additionally, a grievance may not be submitted to arbitration, which pertains to:

A. A grievance of a non-tenured certified employee which arises by reason of his/her not being re-employed, or 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.

B. No grievance shall be taken to arbitration that infringes upon the right of the Board of Education to appoint, promote, assign, and involuntary transfer.

C. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.

3:3.6 An employee, in order to process his/her grievance to arbitration, must

have his/her request for such action accompanied by the written recommendation for such action by the Association which shall represent or approve the representative of said grievant at the arbitration level.

3:4 The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision not later than thirty (30) workdays from the date of the close of hearings.

3:4.1 The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between parties.

3:4.2 The recommendation of the arbitrator shall be binding. His/her decision shall be in writing but he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

3:4.3 The costs for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, and subsistence expenses, shall be borne equally by the Board and the Association.

3:4.4 If a court stenographer is requested by either party, the cost will be borne by the party requesting the stenographer. However, should the party not requesting the stenographer later request transcripts pertaining to the proceeding, they will then bear the proportionate share of the original cost. Parties requesting transcripts of the proceeding shall bear the cost of said transcripts.

3:5 **GENERAL REGULATIONS:**

3:5.1 All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.

3:5.2 Employees who participate in any matter processed through the grievance procedure or who refuse to participate in such process are assured that neither party to this Agreement shall engage in any reprisals because of their participation or refusal to participate.

3:5.3 The Aggrieved party and his/her representative shall have the right to be present at all hearings conducted at any step of the grievance procedure. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest, their designated or selected representatives, and necessary witnesses heretofore referred to in this Article.

3:5.4 The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.

3:5.5 There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.

3:5.6 The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of Superintendent. If the aggrieved does not designate a representative, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.

3:5.7 In the event that a grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to the official specifying:

- A. The nature of the grievance and date occurred.
- B. The specific provision(s) of the agreement alleged to have been violated.
- C. The results of the previous discussions.
- D. His/her dissatisfaction with the decisions previously rendered.

E. Relief sought.

The official to whom the grievance is submitted shall render his/her decision to the employee in writing within seven (7) days of receipt of the written grievance, unless said official is the Superintendent of Schools, in which event the time limits are set forth in 3.3.4. Grievances filed at the advanced level based on an action of the Board of Education shall be initiated and handled at the level of the Superintendent, if applicable.

3.6 All documents, communications, and records during the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.

**ARTICLE 4- THE RIGHTS OF THE PARTIES**

4:1 Subject to the terms of this Agreement the Board reserves to itself sole jurisdiction and authority 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 because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the method, means, and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth except as otherwise provided by law or regulation.

4:1.1 Non-certified employees that are not renewed at the end of a school year may request the reason(s) for their non-renewal in writing. Upon receiving the reason(s) for their non-renewal in writing, the employee may request a hearing with Administration to discuss the reason(s) for their non-renewal. The employee is entitled to Association Representation at this hearing. Administration may include, but is not limited to, the HR Director, Director of Elementary Education, Director of Secondary Education, Director of Special Services or the Director of Custodial Services. Administration's decision at the conclusion of the hearing is final.

4:2 There shall be no discrimination, interference, restraint or coercion by the Board of Education or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

4:3 The Association shall have the right to use of the school mailboxes and the inter-school mail facilities. The BOE agrees to pick-up and deliver mail to the HTEA office. The responsibility for the contents of communications rests wholly with the author. The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Any materials not printed on official HTEA stationery, which the Association wishes to post or distribute, shall contain an attached sheet signed by an

Association Officer on the advance complimentary copy to the Principal and the Board identifying that document as an HTEA distribution. Such material shall be presumed to be authorized by the President and Executive Committee of the Association. All political flyers, advertisements, or campaign endorsement literature, being distributed by way of school mailboxes, shall be either folded or placed in an envelope so that no printed matter is exposed to public view.

4:3.1 The Association will provide the Board Secretary and School Building Administrators a courtesy copy of all HTEA flyers placed in school mailboxes as long as administration gives the HTEA President a courtesy copy of all flyers or notices given to groups of two or more HTEA members.

4:4 The Association shall have the right to use school facilities and equipment after school hours with prior approval of the building principal. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.

4:5 No grades shall be changed without the prior consultation of the teacher involved, provided the teacher is available. If the teacher is not available, every reasonable effort shall be made to contact said teacher.

4:6 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organizations.

4:7 Whenever any employee is required to appear before the Board or committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, or for the purpose of issuing a reprimand, then he/she shall be given prior written notice, except in exigent circumstances in which case notice shall be verbal but confirmed subsequently in writing, of the reasons for such meeting or interview and shall be entitled to have representation of the Association present to advise him/her and represent him/her during such meeting or interview. Prior to the conference, the employee shall communicate to the administrator/supervisor his/her intention to have representation. The above requirement shall not apply when the purpose of the meeting is for a professional conference which will not adversely affect the employment status or salary of the employee.

4:8 Any questions or criticism by a supervisor or administrator of an employee shall be performed with all due professional courtesy.

4:9 INFORMATION: The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request.

4:10 BULLETIN BOARDS: The Association shall have, in each school building, the partial use of a bulletin board in each staff lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association notices provided copies are presented in advance for posting to the appropriate building administrator and the Board Secretary. Any materials not printed on HTEA stationery shall be presumed to be authorized by the President and Executive Committee of the Association and dated.

4:11 Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that

every employee covered by this Agreement shall have the right freely to organize, join, and/or support the Association for the purpose of engaging in collective negotiations. As a duly selected body, exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her institution of any grievance, complaint, or proceeding under this Agreement.

4:12 **RELEASED TIME FOR MEETINGS:** Whenever by mutual consent of the parties, any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, meetings, administrative, judicial, or other proceedings scheduled by a third party, he/she shall suffer no loss in pay or time.

4:12.1 The Association shall supply the Superintendent with a list of Association Representatives that work on the second shift. In the event of a Representative Council meeting is held during their work shift, these representatives shall be allowed to attend up to six meetings per year for a period not to exceed two hours at no loss in pay. Representatives shall return to work and complete their assignments.

4:13 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

4:14 The Association President shall be entitled to apply for and receive an unpaid leave of absence from the Board to attend to Association business. The Association President shall be compensated through the Board upon reimbursement by the Association for the cost of salary, health insurance, dental and prescription.

4:15 Employees shall be notified of their contract and salary status for the ensuing year no later than June 30.

4:16 The Association President shall receive a copy of the Board's Monthly Personnel Packet at the beginning of the Board's monthly regular session board meeting.

#### **ARTICLE 5 - PROTECTION OF EMPLOYEES**

5:1 The Board of Education and the Hamilton Township Education Association recognize their responsibilities as defined in the N. J. S. A.: 18A: 16-6; 18A: 16-6.1; 18A: 6-1; 18A: 25-2; and 18A: 30-2.1.

5:2 Proper safety equipment shall be provided by the Board. It is understood that employees shall use such equipment when and where appropriate. Equipment shall be kept at the work site when not in use.

5:3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

5:4 Employees who believe that they are working under unsafe or hazardous conditions or performing tasks which endanger their health or safety may institute a grievance. However, said grievance shall terminate at the level of the Superintendent and shall not be subject to the arbitration provisions set forth in Article 3. Further appeal of concerns relative to this paragraph shall be through the Commissioner of Education or other applicable regulatory agencies.

5:5 At no time shall the Board or any Agent thereof, assign or direct any non-certified employee covered by this agreement, to any other duties outside of the duties

appropriate to their position and consistent with their general job description.

5:6 The Board will meet its legal obligation to nurses pursuant to N. J. S. A. 18A:16-6 by providing professional liability insurance to protect against claims arising out of the performance of their duties.

5:7.1 Emergency cell phones will be available at every elementary school. These phones will be available only for use during emergency situations. Employees that use those phones for personal use will be subject to disciplinary action.

5:7.2 Communication devices (walkie-talkies) will be made available for custodial employees working in the secondary division. Employees that misuse the communication devices will be subject to disciplinary action.

5:8 All Board of Education vehicles are assigned to a Field Maintenance/Warehouse Employee who is responsible to report any unsafe condition immediately. All such employees shall possess a valid driver's license. Should such employees not have a driver's license for any reason including, but not limited to, suspension or revocation, for six continuous months or for six months in the aggregate during any twelve month period, the employee may, in the sole discretion of the Board, be subject to immediate suspension without pay until his/her license is reinstated. All assigned drivers shall ensure that the current registration and insurance data is kept in the vehicle at all times. If they are found missing, it must be reported immediately. Employees will drive in a safe manner and take appropriate steps to ensure the safety of Board staff, students and the public. Disciplinary action may be taken against any employee who is convicted of a reckless driving violation which occurred while operating a Board of Education vehicle. All drivers are personally responsible for payment of any tickets for parking or moving violations. All vehicle accidents known to the employee whether major or minor shall be reported within twenty-four hours to the Manager of Plant, Engineering and Operations or his designee.

5:9 A radio is assigned to each Field Maintenance/Warehouse employee and shall be used for District purposes only to enhance the safety and efficiency of the department. The use of the radios is governed by FCC guidelines and regulations and shall be used in a professional manner. Abuse of the radio will result in disciplinary action against this employee and this employee will be responsible for payment of the costs for any repairs or replacement unless the abuse is not the fault of the employee.

#### **ARTICLE 6- SENIORITY: NON-CERTIFIED STAFF**

6:1 School district seniority is defined as service to the Hamilton Township School District in the collective bargaining unit covered by this Agreement.

6:2 During the period of employment within this unit, employees shall continue to accrue seniority credit in all lesser unit classifications in which they have been employed.

6:3 An employee shall lose all accumulated School District seniority in the event of involuntary termination, resignation, or voluntary quit and shall not accrue seniority during absence from active work due to disciplinary suspension, leave of absence (in accordance with Commissioner of Education rulings) or layoff.

6:4 In the event of a reduction in force for reasons of economy, individuals shall be laid off/eliminated in inverse order of seniority within the department involved. An employee affected by a reduction in force shall have seniority rights over the most junior employee within his/her current category of employment (as listed in the salary guide).

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015

If a rified individual has greater district-wide seniority than an individual remaining in a lesser category the rified individual shall have the option to bump down into the lower category position, assuming he/she holds the requisite qualifications.

A. The reference to "department involved" refers specifically to eight departments:

1. Custodial Personnel
2. Cafeteria Personnel
3. Personal Care Educational Assistants
4. Classroom Educational Assistants
5. Clerical Educational Assistants
6. Secondary Educational Assistants
7. Lunchroom/Playground Educational Assistants
8. Transportation Personnel

B. Within the assistants ranks no weight shall be given to the number of hours worked per day nor will weight be given to specific job assignment (i.e. classroom assistant, special education assistant)

C. Within the cafeteria department no weight will be given to the number of hours worked per day nor to the specific job assignment (i.e. hourly employees, operator, etc.)

D. Within the custodial department no weight will be given to the number of hours worked per day.

6.5 Seniority shall have no bearing in cases involving termination or non-renewal based upon job performance or other factors unrelated to economic reductions in force.

6.6 When a vacancy occurs, notice of recall shall be given to the most senior employee on lay off, assuming he/she is qualified for the vacant position. Notice of recall work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within 10 days from receipt of such notice of recall, the employee shall notify the Director of Human Resources, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report to work within 10 working days from such date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of Human Resources. In the event he/she shall fail to report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

6.7 Those employees laid off shall be given the opportunity to elect to be placed in the substitute pool. Substitute work shall be offered to laid-off employees within the substitute pool before it is offered to substitutes who are not on lay-off. Substitute work shall be offered on a rotational basis using a seniority list from top to bottom.

## **ARTICLE 7- EMPLOYMENT PROCEDURES**

### **Section A Non-Certified Staff**

7.1A Probationary Period-All new permanent employees shall initially work a ninety day probationary period. During this period the Board is free to judge the per-

formance of an employee and, if necessary, terminate the employee without notice and without recourse to the grievance procedure. Once an employee satisfactorily completes his/her probationary period, his/her seniority shall be recorded from his/her date of hire. Prior length of service in a comparable position within or from outside the Hamilton School District may be credited where applicable for the purpose of initial salary placement only.

7:2A Promotions- An employee shall be probationary for the first 60 days on a new job and shall retain his/her seniority in his/her previous position during this probationary period.

7:3A Salary Scale- An employee hired prior to January 1 for twelve-month personnel and February 1 for 10 month personnel of any school year shall be given full credit for one full year for increment purposes only. There shall be no part-year increments granted.

7:4A Resignation- An employee who is resigning from his/her position shall give two weeks notice. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

7:5A The notice shall include the title of the position, the work site, the qualifications, and the rate of compensation. A copy of the job description shall be available upon request.

#### **Section B - Employment and Promotion Procedures-Certified Staff**

7:1B Opportunity will be given to any certified employee meeting qualifications as prescribed to apply for and receive fair consideration for administrative and supervisory positions which may become open. Such positions shall include those in the administrative and supervisory field for which there is a designated salary schedule and such other positions carrying an administrative or supervisory responsibility for which there is a salary differential above that of a certified employee.

7:2B Notice of any administrative or supervisory opening as previously defined will be publicized within the school system, not less than two (2) weeks before the deadline for application. Applications in writing will be accepted from within and outside the school system. The notice will include such information as the position to be open, certification requirement, the date that the certification must be in effect, required qualifications, desirable qualifications, salary, and salary range, and the deadline date for application. Applications will be acknowledged.

7:3B Final decision on administrative and supervisory positions shall be the prerogative of the Board of Education. There shall be no abridgment of the right to fill vacancies on a temporary basis when warranted by particular circumstances. While every effort will be made to comply with the procedure as outlined, flexibility may be needed in unusual circumstances for the proper operation of the school system.

7:4B If an opening occurs during the summer recess a letter of notification of vacancies shall be sent to the Association President and the Association shall be responsible for notifying staff during the summer months.

7:5B All candidates from within the district who meet the basic requirements for the position shall be granted an interview by the Superintendent or his designee. Such interview need not be granted, however, if the candidate has been granted an interview for any other administrative or supervisory vacancy or opening within the preceding twelve (12) months.



#### **ARTICLE 8- TRANSFERS AND REASSIGNMENTS**

8:1 Employees who desire to transfer to another position or building may file a written transfer request statement with the building principal/supervisor and the Human Resources office. Such statement shall be made on the District form.

8:1.1 Employees who desire to transfer to another position within their building may file a written request statement with the building principal. Such statement shall include the position(s) to which he/she desires to be transferred in order of preference.

8:2 All requests for transfer and reassignment shall be placed in the official files in the personnel office and kept for a period of one year and when an opening occurs the employee shall be considered for the position in accordance with this article.

8:3 A notice of all non-certificated vacancies shall be posted in each work site ten (10) days before the final date when applications must be submitted, unless circumstances require that faster action be taken. A copy of the job posting shall be given to the President of the Association at the time of posting.

8:4 The notice shall include the title of the position, the work site, the qualifications, and the rate of compensation. A copy of the job description shall be available upon request.

8:5 The schedule of employees who are assigned to more than one (1) work site shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as possible.

8:6 All employees shall be given written notice of their work assignments for the forthcoming year not later than June 1, when administratively feasible.

#### **ARTICLE 9- EVALUATION**

9:1 All monitoring of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

9:1.1 Certified employees shall be evaluated consistent with NJ Administrative Code.

9:1.2 Non-certified employees shall be evaluated at least once during each work year. The evaluation shall be completed prior to June 1, to be followed in each instance by a written evaluation report and by a conference between the employee and the evaluator for the purpose of identifying strengths, deficiencies and extending assistance for their correction. Employees shall be given a copy of the evaluation report twenty-four (24) hours prior to the conference.

9:2 An employee shall be given a copy of any observation or evaluation at least twenty-four(24) hours before any conference to discuss it. No such report shall be submitted to central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. The employee's signature on an evaluation report shall indicate that he/she has read it.

9:3 All non-tenured certified employees shall be observed at least three times per school year prior to April 30. At least one such observation shall take place in each semester. Such observation shall be followed by written evaluation reports and by conferences between the employee and the observer for the purpose of improving performance. The above rule shall not apply to those non-tenured certificated employees who are not continuously employed between September and April 30.

9:3.1 The employee shall have the right to reply to the evaluation in writing within ten (10) working days and should have the same attached to the evaluation file copy.

9:4 No material derogatory to the employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signatures in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material within ten (10) working days and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

9:5 Any written derogatory material contained in an employee's personnel file which an employee has not had an opportunity to review, rebut, and sign shall not be used in any proceeding against the employee.

9:6 Should an employee refuse to sign material referred to in this Article, the supervisor shall invite the President of the Hamilton Township Education Association or the senior building representative to witness the fact that the opportunity was presented to the employee to sign the material; and said President or the senior building representative shall sign to indicate his/her knowledge of the circumstances.

9:7 An employee, within three (3) work days of said request, shall have the right to review the contents of his/her personnel file with the exception of pre-employment information. No review shall continue beyond 4:30 P.M.

9:8 Except in matters before the Board, or where all parties mutually agree to a recording, no employee shall be called into any meeting concerning any personnel matter where the conversation is recorded.

#### **ARTICLE 10- NON-TEACHING DUTIES**

10:1 Teachers shall not be required to correct standardized tests administered to a large group given district-wide, such as IQ, Achievement, and other similar tests, where machine scoring can be used.

#### **ARTICLE 11- WORK YEAR**

11:1 The Superintendent will consult with representatives of the Association before recommending the school calendar for the next school year. Final determination of the school calendar will rest with the Board.

11:2 The in-school work year for teachers employed on a ten-month basis, other than new personnel, who may be required to attend additional orientation days, shall not exceed 185 days.

11:3 The work year for LDTC/School Psychologists shall begin on the Monday preceding Labor Day and extend through June 30.

11:4 It is understood that LDTC/School Psychologists shall not be required to work whenever schools are closed for inclement weather. Employees shall make an attempt to arrive at their work site as close to their regular starting time as possible when there is a delayed opening. It is understood that employees who arrive later than the normal starting time but prior to the delayed opening time shall not be penalized in any way and will not be required to make up lost time.

11:5 The work year for educational and personal care assistants shall be on a

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015

ten-month basis. Assistants shall work a maximum of 185 days between September 1 and June 30.

11.5.1 The work year for elementary Lunchtime Playground Educational Assistants shall be 161 days per year. The work year for middle school Lunchtime Playground Assistants shall be 173 days per year. The Board will pay middle school Lunchtime Playground Assistants their personal daily rate for any days above 173 days up to a maximum of 181 days.

11:6 Assistants required to work more than 185 days shall be paid for the extra days at the appropriate salary prorated from their annual salary.

11:7 Custodial personnel shall be employed on a 12 month basis.

11:8 Cafeteria Operators shall work a maximum of 205 days. The work year for Cafeteria Operators may begin prior to September 1 to equal a maximum of 205 days per year including holidays.

11:9 Cafeteria Helpers, Assistant Cooks, and Cook/Relief workers shall work only when student lunches are scheduled to be served.

11:10 Bus drivers and Relief Bus Drivers/Helpers shall work a minimum of 182 days between September 1 and June 30.

11:11 On days of inclement weather when students are not transported to schools, bus drivers will not be expected to report to work when excused by Superintendent's school closing announcement. However, all bus drivers will be expected to work if the day is later rescheduled for make-up.

11:12 The work year for Athletic Trainers hired after July 1, 2005 will begin on August 15th and end on June 15th of each school year.

11:13 Social Workers will work 5 additional work days per year in exchange for 5 vacation days that can be used during the school years.

## **ARTICLE 12- WORK SCHEDULE**

### **Section 12A - Certified Staff**

12A:1 Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in and sign-out" roster.

12A:1.1 A teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. The school day for all teachers shall not exceed seven (7) hours and twenty (20) minutes. Teachers may also be required to attend department and other staff meetings. Effective with the beginning of the third marking period which immediately follows ratification of the 2003-2006 Agreement, the parties agree that, except as modified by the lunch and preparation time limits set in this Agreement, the remaining time may be used for teacher-pupil contact, including instruction time. No teacher shall be required to attend more than 21 after school day meetings per year and no more than three (3) meetings per month, except in case of emergency. The staff shall normally have not less than forty-eight (48) hours notice of all regularly scheduled meetings. These meetings are exclusive of those evening assignments referred to in Article 12A:4 of this Agreement. In addition, teachers will be available after school for parental conferences or to meet with students upon request.

12A:1.2 The regular work day for the School Social Workers will be seven (7) hours and thirty (30) minutes which includes a one (1) hour lunch break. The daily work hours are to be 8:30A.M. to 4:00P.M. with any exceptions to this work schedule to be set by or

with approval of the Supervisor of Student Services and Programs.

12A:1.3 The regular work day for the LTDC/School Psychologists will be eight (8) hours which includes one (1) hour lunch break. The daily work hours are to be set by the administration and any exceptions to this scheduled work day will require the prior approval of the Supervisor of Student Services and Programs or his/her designee.

12A:2 Teachers shall have a duty-free lunch period. If this period is less than thirty (30) minutes, then it must be at least equal to the student's lunch period.

12A:2.1 All nurses and guidance counselors will be entitled to a duty free lunch period. These employees must attend to any student needs that arise during these duty free periods and elementary nurses' lunch period shall not conflict with the student lunch/play period.

12A:2.2 Each middle and high school teacher (excluding nurses) shall have one (1) preparation period per day, unless mutually acceptable alternative arrangements are made between the teacher and building principal. Effective July 1, 2004, each middle and high school teacher (excluding nurses) shall have one (1) preparation period per day of 40 minutes, unless acceptable alternative arrangements are made between the teacher and the building principal.

Note: Any nurse who teaches health education at least one-half of his/her regular work-day shall be entitled to a preparation period per day.

12A:2.2.5 Effective July 1, 2009, all school nurses will be guaranteed a daily preparation period of 15 minutes.

12A:2.3 Elementary teachers shall be entitled to a guaranteed forty (40) minute preparation period per day. This preparation time may be the scheduled preparation time or the result of a specialist being with the teacher's class. If the teacher does not receive his/her forty (40) minute preparation period on a given day the teacher shall be compensated at the hourly rate. During A.M. (Morning) inclement weather (which requires children to be inside) teachers may volunteer to watch children at a flat rate of \$20 per half-hour. The Board of Education will utilize Educational Assistants for morning duty or inclement weather duty whenever possible. Teachers may only volunteer for the inclement weather duty after all other staff are asked. Principals may assign staff if no one volunteers for the assignment at the flat rate. All certified HTEA staff may be utilized to contact a principal if important issues arise and the principal is not in the building.

12A:2.4 Any elementary nurse who teaches health education at least one-half of his/her regular work day shall be entitled to the daily thirty (30) minute preparation period contained in Section 12A:2.3.

12A:3 Teachers may leave the building during normal working hours only with the knowledge and approval of the principal or his/her designated representative. Teachers can leave if they have a duty-free lunch period and if they sign out and in.

12A:4 A maximum of five (5) evening duty assignments per teaching staff member and LTDC/Psychologist may be required in any school year.

12A:5 The practice of using a teacher or nurse as a substitute shall be kept to a minimum based on essential needs. Coverage shall be arranged by the supervisor in charge and shall be distributed as equitably as possible among available staff. All teachers and nurses who are required to teach, treat, or supervise their own student assignment, as well as, students normally assigned to another staff member, who is currently absent without a substitute, shall be given the coverage assignment, in writing, along with a signed (authorized) "Additional Compensation Hourly Rate Form" by the administrator giving the assignment. Compensation for this coverage shall be \$14 per

hour above his/her regular salary.

12A:6 Teachers will not be obligated to perform nursing functions except on an emergency basis.

12A:7 Up to four (4) elementary conference days with parents shall be revised to provide that after the one-session days, the teachers shall be dismissed and return in the evening for night conferences with parents for a total of two hours each night. Scheduling of the evening conferences shall be performed in the same manner as the afternoon conferences are scheduled.

12A:8 Teachers may be assigned to a flexible schedule mutually agreed to between teacher and administration, which may begin up to sixty (60) minutes before or up to sixty (60) minutes after the start of the regular workday. Any teacher with a flexible schedule pursuant to this article shall have a workday which is the same length as that for teachers on a regular work schedule.

12A:9 In the middle and high schools, there shall be a maximum number of six (6) teaching periods. The phrase "teaching periods" does not include either the lifeguard(s) or teachers who have students return to homeroom or an activity period at the end of the day. If a teacher is assigned to a supplemental class or to an in-class support role which results in a 7th teacher-pupil contact period, said teacher shall be paid an annual stipend of \$5300.

12A:10 Special Education teachers will be provided with two (2) release days within each contractual year for the purpose of preparing IEPs. Dates of the release days will be determined mutually among teaching, Child Study, and building administration staff.

12A:11 On one-session days teachers and paraprofessionals will be guaranteed a duty free lunch period and 15 minutes travel time to get to workshops held at a different location from their assigned workplace. Teachers will be expected to complete all staff development workshops. Workshops will be a maximum of 2 hours in duration.

12A:12 The regular work week for the Athletic Trainers hired after July 1, 2005, will be forty (40) hours. The Athletic Director and Building Principal will consult with the trainer and determine their actual daily and weekly schedule. Their schedule will be based upon the district's athletic schedule and the needs of the student athletes. Athletic Trainers will be given a one-hour lunch/dinner period which includes travel time.

12A:13 During the one session days for students on the first week of each school year, teachers shall be guaranteed one afternoon to prepare their classrooms for the opening of school. These afternoons shall be workshop free, meeting free, and duty free time.

#### **Section 12B - Non-Certified Staff**

12B:1 The work week shall consist of five consecutive days, Monday to Friday, of between two and eight working hours as specified below.

12B:2 All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours per week. Hourly rate is determined by dividing regularly scheduled weekly hours into regular weekly base rate.

12B:2.1 Overtime and bus driver's additional time shall be rotated within each work site in order to achieve equal opportunity. A list shall be posted at each work site and when overtime or bus driver's additional time is available it shall be offered to the next qualified person, provided that person is not already engaged in other employment for the Board at that time. If said employee refuses the assignment he/she shall be

rotated to the bottom of the list. The extra run/overtime list in effect during the school year shall continue for extra or summer runs for the start of each new school year.

12B:2.2 An employee working overtime on a Saturday, Sunday, and/or holiday shall be considered as one assignment for rotation purposes even if there is a break in the work time. However, no compensation shall be paid for the break in service.

12B:3 Holidays, sick time and authorized leaves with pay will be counted as days worked.

12B:4 Any employee called to work for any period of time that is not contiguous with his/her regular work day (before or after) shall be given not less than three hours pay at one and a half his/her regular rate, except as otherwise set forth in Article

12B:10.4. Overtime hours immediately before or after the normal start or end of the employee's workday shall be paid based on the number of hours worked at one and a half times the employee's regular rate.

12B:5 All employees required to work on listed holidays or Sundays shall be paid at the applicable double time rate.

12B:6 When overtime is needed in a school, employees in that building shall be given first preference.

#### **12B:7-12B: 8 CUSTODIANS:**

##### **12B:7 Regular Work Hours**

The shifts depicted below may be adjusted without loss of hours and/or pay up to 30 minutes with the mutual agreement of the employee and supervisor.

##### **Elementary Schools-**

1st shift Custodians: 7:00 A.M.-3:00 P.M.

27.5 hr Asst. Custodians: 8:30 A.M.-2:00 P.M.

17.5 hr Asst. Custodians: 10:30 A.M. – 2:00 P.M.

2nd shift Custodians: 3:00 P.M.-11:00 P.M.

##### **Middle Schools**

1st shift Custodians: 6:30 A.M.-2:30 P.M. or 7:00 A.M.-3:00 P.M.

2nd shift Custodians: 3:00 P.M.-11:00 P.M.

##### **High Schools**

1st shift Custodians: 6:30 A.M.-2:30 P.M. or 7:00 A.M.-3:00 P.M.

2nd shift Custodians: 3:00 P.M.-11:00 P.M.

3rd shift Custodians: 5:00 P.M.-1:00 A.M. \*

\* HTSD employees on the 11 P.M. to 7 A.M. shift as of 2-1-09 will remain on said shift. No other employees will be eligible for the 11-7 shift. Custodians employed on the 3rd shift will be reassigned to work on a 2nd shift, as the primary assignment, and only be scheduled to work the 3rd shift on an as needed basis, on a temporary basis, as determined by the principal or Director of Facilities. The temporary reassignment to the 3rd shift shall not qualify for overtime.

12B:7.1 Assistant Custodian 1: Five and a half hours per day as shift assignment in accordance with 12B:7 and 12B:8.

12B:7.2 Assistant Custodians previously working 3 hours per day shall work 3 ½ hours per day effective July 1, 2006. They will be paid .4375 of the full time custodian's salary.

12B:7.3 All custodians receive ½ hour lunch with pay to be eaten on the premises.

The custodians will be on-call during the 30-minute lunch period for boiler operation and emergencies.

12B:7.4 When ever schools are closed for students and teachers custodians shall work the hours as follows with approval of the Business Administrator/Board Secretary. 1st and 2nd shift Custodians: 7:30 A.M.-3:30 P.M. including a lunch break from 12 noon-12:30 P.M..

12B:7.5 In the event a custodian is asked to work past his/her regular shift (a double shift or part thereof) he/she shall be allowed to leave the building for thirty (30) minutes to obtain a meal with pay.

12B:7.6 During the winter sports season, the second shift at the High Schools may be adjusted to 2:30 P.M. to 10:30 P.M. provided the building administrators and custodian(s) agree to the change.

12B:7.7 The Board may hire up to one custodian in each high school ( effective 7/1/09) that will work one day each week on Saturday and four days in the time period Monday through Friday ( 8 hours per day). The start time on Saturday will be between 7 A.M. and 11 A.M.

#### **12B:8 Summer Hours**

12B:8.1 Summer working hours will take effect the day after the last teacher day and end on the day before the first teacher day.

##### **12B:8.2 Elementary Schools**

1st shift Custodians: 7:00 A.M.-3:00 P.M.

Asst. Custodians: 7:30 A.M.- 11:00 A.M. or 7:30 A.M.-1:00 P.M.

2nd shift Custodians: 7:30 A.M.-3:30 P.M.

##### **Middle Schools**

1st shift Custodians: 7:00 A.M.-3:00 P.M.

2nd shift Custodians: 7:30 A.M.-3:30 P.M. or 3:00 P.M.-11:00 P.M.

##### **High Schools**

1st shift Custodians: 7:00 A.M.-3:00 P.M.

2nd shift Custodians: 7:00 A.M.-3:00 P.M. or 3:00 P.M.-11:00 P.M.

3rd shift Custodians: 3:00 P.M.-11:00 P.M.

12B:8.3 In the event a custodian is asked to work past his/her regular shift (a double shift or part thereof) he/she shall be allowed to leave the building for thirty (30) minutes to obtain a meal with pay.

12B:8.4 All custodians receive ½ hour lunch with pay to be eaten on the premises. The custodians will be on-call during the 30-minute lunch period for boiler operation and emergencies. Employees working on the 1st shift shall be assigned either a 6:30 A.M. or 7:00 A.M. starting time. The employer will not unnecessarily alter the starting time for individual employees.

12B:8.5 When school is closed for students and teachers (Monday through Friday) due to snowfall, and custodians are required to report to work for snow removal, those custodians will receive comp time. Custodians will receive 15 minutes comp time for every hour they work that day as well as their appropriate hourly rate. This comp time can only be used by custodians when school is closed for students from June through August. Comp time is time released from work with pay and accumulated comp time must be completely used by August 31st of each year.

**12B:9 ASSISTANTS:**

12B:9 The maximum length of the work day for all Educational Assistants (previously 6.5 hour and 7 hr. educational assistants) and Personal Care Assistants shall be seven hours exclusive of lunch. Any educational assistant scheduled to work less than their scheduled work day (see 12B:9.3) shall be paid the appropriate share of the Educational Assistant's full annual salary.

12B:9.1 The work day for Lunch/Playground Educational Assistants shall be:  
Elementary School- 2 hours per day  
Secondary School- 2 1/4 hours per day

12B:9.2 Paraprofessionals should refer to Article 12A:11 for one-session day lunch and travel procedures.

12B:9.3 The work day starting and ending times for Educational Assistants shall be the same as the Teachers of the building to which the Educational Assistant is assigned. The lunchtime for Educational Assistants shall be the same length of time as the lunchtime for Teachers of the building to which the Educational Assistant is assigned. Educational Assistants shall not receive a preparation period.

12B:9.4 The above starting and ending times may be adjusted without loss of hours and/or pay up to 30 minutes with the mutual agreement of the employee and the supervisor.

12B:9.4.5 Educational Assistants shall be paid their contractual hourly rate for any work outside of their normal workday

12B:9.5 Any Educational Assistant employed prior to July 1, 2006 as a 6 1/2 hour Educational Assistant who is unable to work as a 7 hour Educational Assistant, will be grandfathered and allowed to work as a 6 1/2 hour Educational Assistant. Their salary will be prorated.

**12B:10 BUS DRIVERS:**

12B:10.1 The normal work day for Bus Drivers and Relief Drivers/Helpers shall be seven (7) hours exclusive of lunch.

12B:10.2 The driver shall take an unpaid one half hour lunch break between the morning and afternoon regular runs (9:30-2:30). The driver is to be given at least one days notice of the trip so that he/she can make arrangements to bring along a bag lunch in the event there are no lunchroom accommodations at the facility to be visited.

12B:10.3 On days of inclement weather when students will be transported on a later schedule due to a delay in the opening of schools, bus drivers will be expected to report to bus yard one (1) hour before their bus run begins to make certain bus is prepared to pick up children.

12B:10.4 There will be a two (2) hour minimum call-in time. The driver will be assigned some related work in order to receive the minimum two (2) hour pay.

**12B:11 CAFETERIA:**

12B:11.1 Cafeteria personnel work hours:

Operators- Six, or Seven hours as assigned

Hourly personnel-Three to Seven hours as assigned.

Asst. Cook and Cook/Relief Operator-Six or Seven hours as assigned

12B:11.2 When it is determined that a cafeteria employee of the District is needed for overtime purposes in a school, said overtime shall be rotated within the school

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015



within the job title. This provision shall not require the Board to assign overtime to an employee when the needed overtime does not occur immediately after the employee's assigned shift has ended, except in the case when the needed overtime does not immediately follow the shift of any of the District employees in the job title in that school. In the latter situation, rotation of overtime within the school with the job title shall occur.

**12B:12 FIELD MAINTENANCE/ WAREHOUSE EMPLOYEES:**

12b:12.1 The work week shall consist of five consecutive days from Monday through Friday. The Workday shall be eight (8) hours a day from 7:30 A.M. to 4:00 P.M., with one-half hour unpaid lunch. All Field Maintenance/Warehouse employees shall sign in at 7:30 A.M. and report to their respective areas for assignment and be ready for deployment by no later than 7:45 A.M. There shall be one fifteen minute break from employment during the first four hours of employment and one during the second four hours of employment. Breaks may not be taken consecutively nor contiguously with lunch during any day. The total break and lunch time includes traveling to purchase food and drinks and shall not exceed fifteen minutes for breaks and thirty minutes for lunch. Lunches and breaks shall be taken at the work site where the scheduled daily work is being performed and employees shall be permitted to use the building facilities at the work site upon notice to the building principal or his/her designee. Staff are not to return to the Facilities Office for lunch or breaks unless deployed at Klockner or Greenwood, Elementary Schools or Nottingham High School or except for exceptional reasons such as using equipment on site, picking up materials, drawings, etc. Employees may not eat or drink in any shop area in the Facilities Office. The conference/lunch room is designated as the only room for lunches.

A. Summer Hours – Summer working hours will take effect after the last teacher day (normally occurring in June) and end on the day before the first teachers day of the next school year and shall consist of one shift from 7:00A.M. to 3:30 P.M..

B. There shall be a second shift from 11:30 A.M. to 8:00 P.M. with one-half hour for lunch unpaid. Employees shall be assigned to the second shift only if they volunteer for such assignment. Each person working the second shift shall receive as additional compensation a shift differential of 7.5% of their respective daily rate. No foreman shall be assigned or designated to any second shift.

12B:12.2 Overtime shall first be distributed equally from a rotating list of employees unless a certain employee has been satisfactorily performing in the capacity.

12B:12.3 The next employee in seniority will be asked to work.

12B:12.4 The roster of seniority will be posted at all times.

12B:12.5 An employee refusing overtime shall be placed on the bottom of the roster listing.

12B:12.6 In the event that the Board requires snow removal by the employees and there is no time available to stop for a meal, the Board shall provide the employee with 1 meal during these snow removal situations if the work day exceeds eight hours. The time taken for this meal will be unpaid and shall not exceed one hour.

## ARTICLE 13- TEMPORARY LEAVES OF ABSENCE

- 13:1 **PERSONAL LEAVE: [NON-CERTIFIED]**  
A. All employees will receive three (3) personal days prorated per year upon date of hire.  
B. All shorter term appointed employees shall only be entitled to one (1) personal leave day for each four (4) month period of their appointment, commencing after the third year of consecutive employment.  
C. Personal leave may not be used on a school day that precedes or follows a school holiday without the express permission of the Superintendent or his designee.  
D. Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.
- 13:2 **PERSONAL LEAVE [LDTC/School Psychologists]**  
A. All employees will receive three (3) personal days prorated per year upon date of hire.  
B. All persons appointed for a shorter term shall only be entitled to one (1) personal leave day for each three (3) month period of their appointment.  
C. Personal leave may not be used on a school day that precedes or follows a school holiday without the express permission of the Superintendent or his designee.  
D. Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.
- 13:3 **PERSONAL LEAVE [Certified except LDTC/School Psychologists]**  
A. All employees will receive three (3) personal days prorated per year upon date of hire.  
B. All teachers appointed for a shorter term shall only be entitled to one (1) personal leave day for each three (3) month period of their appointment.  
C. Personal leave may not be used on a school day that precedes or follows a school holiday without the express permission of the Superintendent or his designee.  
D. Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

### 13:4 Bereavement Leave: 13:4

- 13:4 **DEATH IN THE IMMEDIATE FAMILY: [All Employees]** All employees will be required to use bereavement days immediately and consecutively upon notification except in cases of delayed funeral/burial services. One of these bereavement days may be held in abeyance and must be used in the same school year. This day cannot be used the day before or after a school holiday.
- 13:4.1 Including immediate in-laws. (Immediate family shall be interpreted to mean father, mother, husband, wife, significant other, brother, sister, child, step parents, step children, grandparents, grandchildren, and those related by blood or marriage permanently residing within the household of the employee.) Payroll provisions, five (5) consecutive weekdays, per occurrence at full pay. If requested the employee shall provide the Human Resources and/or Payroll Department(s) with proof of death (either an obituary notice or death certificate) within thirty (30) days of date of death.

**13:5 FAMILY ILLNESS: [All Employees]**

13:5.1 Each employee shall be entitled to one (1) day a year, at full pay, to attend to a member of the immediate household who is ill. Days not utilized will accumulate as "family illness days". An employee may accumulate up to a maximum of five (5) days. An employee may, in any one year, use any number of family illness days accumulated. Thereafter, the employee may replenish their days as outlined in the first sentence above.

**13:6 ABSENCES NOT COVERED BY REGULATIONS:**

13:6.1 Absences without pay may be granted with the prior approval of the Superintendent. Requests for such absences should be made in writing at least one (1) week in advance.

13:6.2 Any emergency or other urgent reason beyond the provisions of the above temporary leaves of absence would necessitate the approval of the Superintendent and Board of Education before additional days could be granted.

**ARTICLE 14- SICK LEAVE**

14:1 All ten (10) month employees shall be entitled to ten (10) sick leave days in each contract year as of the first official day of work in that year whether or not they report for duty on that day. Similarly, all twelve (12) month employees shall be entitled to twelve (12) sick leave days per year on the same basis. However, all employees appointed for a shorter term shall only be entitled to one sick day for each month of their appointment. Unused sick leave shall be accumulated from year to year with no maximum limit.

14:2 Additional paid sick leave, less full substitute pay, shall be granted at the Board's discretion.

14:3 Upon return from an absence in excess of three consecutive school days due to illness, the Board may require the employee to furnish a doctor's certificate. If an employee takes a sick leave day directly preceding or following a school holiday, or a holiday as provided by Article 16, or the New Jersey Teachers' Convention, the employee shall furnish a doctor's certificate certifying the employee's illness on those day(s) if requested by the Board or its designee.

14:4 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted partial pay days for illness or personal reason, he/she may elect to use his/her accrued vacation days for all subsequent absences prior to being placed in a no pay status.

**14:5 Sick Leave Retirement Benefit**

14:5.1 Any certified employee retiring with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the TPAF or PERS regulations, shall receive the amounts as listed below for unused accumulated sick days that were earned in Hamilton Township.

Effective on or after July 2, 2009 through July 1, 2012

\$100 per day with a \$13,000 maximum for one (1) out of every two (2) days.

14:5.2 Any non-certified employee retiring with 15 or more years of service in Hamilton Township School District upon retirement in accordance with the TPAF or PERS regulations shall receive the amounts listed below for unused accumulated sick days that were earned in Hamilton Township.

Effective on or after July 2, 2009 through July 1, 2012  
\$50 per day with a maximum as listed for one (1) out of every three (3)  
days unused accumulated sick days that were earned in Hamilton Twp  
1 to 199 sick days- maximum of \$4,000

200 or more sick days - maximum of \$5,000

Requests for payment from all retiring employees must be made on the proper form by November 1 of their last year of employment. Requests received after November 1 may postpone entitlement until the following school year.

14.5.3 Any Field Maintenance/Warehouse Employees retiring on or after July 1, 2007, with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the PERS regulations shall receive sixty dollars (\$60.00) per day for one (1) out of every three (3) unused accumulated sick days that were earned in Hamilton Township with the following caps:

1 through 199 sick days a maximum of \$3,600

200+ sick days a maximum of \$4,800

14:6 Any employee who is deceased with 20 or more years of service shall have a full benefit calculated under section 14:5 at the time of death paid to his/her designated beneficiary. Payments required under this section shall be made within 30 days of death.

## **ARTICLE 15- MATERNITY / CHILD REARING LEAVE**

15:1 Any pregnant employee may apply to the Board for a maternity leave of absence with or without pay and shall be granted that maternity leave at any time before the expected date of birth (normally twenty [20] days) and continue to a specified date after the birth (normally twenty [20] days). The employee shall be allowed to use her accumulated sick days during this disability period.

15:1.1 At the employee's request, the date of return shall be extended for an additional period of time for a disability related to the childbirth. A statement from the attending physician specifying said further disability will then be submitted to the Chief Medical Officer for approval.

15:2 Any employee may apply to the Board for a Child Rearing leave of absence without pay and shall be granted that Child Rearing leave normally beginning immediately after the maternity disability leave terminates and continuing to the last calendar day of a marking period. This date shall be determined by the school to which the employee is returning.

15:2.1 The initial leave including disability time shall be up to four (4) marking periods as originally requested. Any extension thereof shall be up to four (4) marking periods as subsequently requested. Initial leaves and their extension shall be requested at least sixty (60) days prior to commencement of said leave.

15:2.2 The Board of Education need not grant a maternity leave of absence of a non-tenured teacher beyond the end of the contract-school year in which the maternity leave is obtained.

15:3 Child Rearing leave for adopted children shall be on the same terms as provided for naturally born children.

15:4 For a period of up to but not exceeding ninety (90) days from the last day on the payroll, the professional staff member will retain health insurance benefits that the Board is legally permitted to provide the staff member, as if in full-time employment.

## ARTICLE 16- HOLIDAYS

- 16:1 Every LDTIC/School Psychologist will be granted all regularly scheduled employee holidays pursuant to a schedule established by the Board of Education, not less than seventeen (17) days per year.
- 16:2 The paid Holiday Schedule for 12 month employees shall be per list presented by the Board of Education (not less than eighteen [18] days per year).
- 16:2.1 19.5 hour per week Custodians will receive 5 holidays, with pay, per work year.
- 16:3 The paid Holiday Schedule for Cafeteria hourly workers and Bus Driver/Assistant shall be per list presented by the Board of Education (not less than sixteen [16] days per year).
- 16:4 The paid Holiday Schedule for Cafeteria Operators and Educational Assistants shall be in accordance with the school calendar.
- 16:5 The Board shall have the right to reschedule the holidays as set forth in 16:2, 3 and 4 in its sole discretion in the event of severe inclement weather or other emergency. Such change shall occur if the Board has changed the school calendar for students and teachers.
- 16:6 Athletic Trainers hired after July 1, 2005 will be granted 17 holidays pursuant to a schedule established by the Board of Education. In the event a trainer is needed for an athletic event, on a scheduled holiday, he/she may select an alternate day with approval from the Building Principal. No request will be unreasonably denied.

## ARTICLE 17- VACATIONS

- 17:1 Every LDTIC/School Psychologist hired before July 1, 2003 will be granted seven (7) vacation days to be taken any time during the contract year with the appropriate approval of the Supervisor of Student Services and Programs and the Superintendent of Schools or designee.
- 17:1.1 Effective July 1, 2009, every LDTIC/School Psychologist hired after July 1, 2003 will be granted two (2) vacation days to be taken any time during the contract year with the appropriate approval of the Supervisor of Student Services and Programs and the Superintendent of Schools or designee. Effective July 1, 2011, the number of vacation days, for every LDTIC/School Psychologist hired after July 1, 2003, shall be increased to three (3).
- 17:2 Every LDTIC/School Psychologist may carry over up to six (6) days of unused accrued vacation into the next school year.
- 17:2.5 Twelve-month employees and LDTIC/Psychologists shall be paid for unused vacation time at the time of retirement.
- 17:3 All twelve month employees shall receive the following vacation benefits for full years of service completed as of June 30 of the previous school year. However, any employee who receives the full ten (10) days vacation allowance for his first year of employment will be given credit for that year of determining vacation eligibility.

<u>Completed Yrs. Service</u>	<u>Earned Vacation Time</u>
Less than 1 year	one working day per month, up to ten days.
1 year to 7 years	10 working days.
8 years to 15 years	15 working days.
16 years to 20 years	20 working days.
21 years and over	25 working days.

Completed Yrs. Service	Earned Vacation Time
Less than 1 year	one working day per month, up to ten days.
1 year to 5 years	10 working days.
6 years to 10 years	15 working days.
11 years to 15 years	20 working days.
16 years and over	25 working days.

17:3.1 All Field Maintenance/Warehouse Workers hired or grandfathered with the following vacation benefits for years of service completed.

Vacation Time is computed as of June 30th. However, any employee who received the full ten (10) days vacation allowance for his/her first year of employment will be given credit for that year when computing vacation eligibility. Any employee hired on or prior to the 16th of a month will be credited with one (1) day of earned vacation for the month.

17:4 Twelve month employees may carry over up to nine (9) days of unused accrued vacation into the next school year.

17:5 All twelve month employees who are unable to report to work through the end of any work year due to a workers' compensation injury, will be able to carry over up to 11 unused vacation days into the next work year.

17:6 Vacation requests for Field Maintenance/Warehouse employees may be submitted 24 hours in advance for approval.

17:7 Vacation by a Field Maintenance/Warehouse employee shall be limited to a maximum of five continuous days between the period from the last day of classes in June to one week before the opening of school each year. No Field Maintenance/Warehouse employee shall be permitted to take vacation during the last week of school in June or the last week in August, except for emergency reasons, which shall be supported with documentation that is satisfactory to the Manager of Plant, Engineering and Operations or his designee. All Field Maintenance/Warehouse Employees' vacation requests shall be submitted for approval to the Manager of Plant, Engineering and Operations or his designee by using the proper vacation form, at least 2 weeks in advance of the day(s) requested for vacation. The Leadperson/Supervisor shall also initial the vacation form prior to final approval by the Manager of Plant, Engineering and Operations or his designee.

## ARTICLE 18. SABBATICAL LEAVES

18:1 Sabbatical leave of absence to be spent in study for the full year at one-half (1/2) pay or one-half (1/2) year at full pay may be granted by the Superintendent with the approval of the Board.

18:2 Requests shall be from employees who have completed seven (7) years continuous service in the Hamilton Township Schools.

18:3 Any requests shall be made to the Superintendent and Board Secretary on the proper form and shall delineate the plan of study.

18:3.1 Any request for sabbatical leave shall be accompanied by a plan of study. Any employee granted a sabbatical leave who later finds that he/she will not be taking the agreed upon courses must notify the Superintendent immediately of the replacement courses which must be similarly approved.

... on the salary guide. Any employee granted a sabbatical leave of absence shall receive experience

18.5.1 Sabbatical leaves of absence are subject to the following provisions:  
Any employee granted a sabbatical leave, whether for full year at one-half (1/2) pay or for one-half (1/2) year at full pay, must agree in writing to continue working for the school system for at least two (2) school years following sabbatical leave. Upon being granted a sabbatical leave, an employee will sign a promissory note in the principal amount of one-half (1/2) his/her regular salary. The promissory note shall be voided upon the fulfillment of the terms of this paragraph.

18.5.2 Requests for all sabbatical leaves must be made before February 1, of the previous school year.  
18.5.3 Full year sabbatical leaves shall follow the contractual year of the individual employees granted sabbatical leaves. Half year sabbatical leaves shall be equivalent to one-half (1/2) of the employee's contractual year. Adjustments in the one-half (1/2) year leave period may be made upon application to the Superintendent and Board Secretary where the course program necessitates and where it will not unreasonably interfere with the school program.

18.5.4 The total number of employees granted sabbatical leave during one (1) school year may not exceed six (6). The number of employees granted sabbatical leaves shall be in proportion to the number of employees in each group represented by this contract.

18.5.5 A final report shall be made to include a summary of the experiences and conclusions relevant to possible improvements of the Hamilton Township School District.  
18.5.6 The administration shall notify applicants by April 1 of either approval or disapproval for the full year and one-half (1/2) year sabbatical leaves.

18.5.7 The administration's decision to deny a sabbatical is not subject to the grievance procedure.

## ARTICLE 19- INSURANCE PROTECTION

19.1 The Board of Education agrees that it will provide health-care coverage at the coverage level of benefits that existed as of July 1, 1996. The employee may choose either individual, parent and child, husband and wife, or family plan. Domestic Partners certified and approved with the State of New Jersey prior to February 19, 2007 will be entitled to Health Benefit coverage. All other employees must be certified with the State of New Jersey as a Civil Union in order to be eligible for Health Benefit Coverage. The Board may offer two additional medical plans and two additional prescription plans beyond the health-care coverage at the coverage level of benefits that existed as of July 1, 1996.

19.1.1 Effective July 1, 1998, all new hires will receive single only Patriot V or its equivalent medical insurance and single only prescription coverage for the first thirty-six (36) consecutive months of their employment for non-certified employees or until acquisition of tenure for all certified employees pursuant to N.J.S.A. 18A:25-5 or any successor statute thereto. Upon completion of thirty-six (36) consecutive months of employment by a non-certified employee or the acquisition of tenure by a certified employee, such employees will be eligible for all levels of health care coverage. New hires will be permitted to purchase dependent coverage. New hires shall not include

Employees returning to work full-time from an approved leave absence commenced when they were permanent employees of the Board who had before they began their approved leave.

19:2 Effective September 1, 2001 any teacher in the District who previously served as a long-term substitute with health care benefits in the District will be eligible for all levels of health care coverage as set forth in Article 19:1.1 upon completion of three consecutive years under contract of employment both as a long-term substitute and regular teacher which accrues after their appointment as a regular teacher by the District. Prior months of employment from September 1 to June 30 shall not be counted as a full year under contract of employment as a long-term substitute in any school year less three consecutive years under contract of employment with the District.

19:3 The Board shall give written notification whether an employee has worked Check-off List) at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.

19:4 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article contingent upon the availability of such documents from the carrier.

19:5 The Board agrees to provide, at no cost to the employee, chest x-rays required of the employee to maintain employment, provided such said employee avails himself/herself of the program provided by the Board.

19:6 Effective July 1, 2006, the Board of Education shall provide full coverage for a prescription plan with a \$15 co-pay provision for name brand drugs and \$5 co-pay for generic drugs. The employee may choose either the individual, parent and child, or family plan except for new hires as set forth in Article 19:1.1

19:7 The Board of Education shall pay 100% of the dental premium per employee per month for twelve (12) months. The composite rate will cover employees and eligible dependents under the existing plan without any deductions from employees' salaries during the term of this Agreement. The Board shall provide Delta Dental as the carrier for dental insurance pursuant to Article 19:7 pursuant to the renewal letter dated Sept 12, 2000. The maximum annual benefit per employee and per eligible dependents shall be raised from \$1000 per year to \$1250 per year effective July 1, 2006.

19:8 Employees who retire with twenty-five (25) years or more of experience, exclusive of Support Staff and LDTC/SP, 10 years of which are in Hamilton, shall be entitled to the Board-paid prescription plan for the employees only. This benefit shall be prospective only.

19:8.1 Effective July 1, 2000 through August 1, 2009, previously eligible retirees and LDTC/Psychologists prospectively only with 25 years of service in TPAF, 10 years of which are in the Hamilton Township School District; and PERS retirees with 25 years of service in PERS, 10 years of which are in the Hamilton Township School District effective prospectively, will receive annually by July 30th a cash payment in the amount equal to the annual maximum in prescription drug co-payments per person (\$300 for 2000) as provided by the SEHBP in lieu of the Board-paid prescription plan for employees only.

19:8.2 Employees retiring between the dates of August 2, 2009 and July 1, 2012 with 25 years of service in TPAF or PERS, 10 years of which are in the Hamilton Township School District, will receive annually, by July 30th, a deferred income cash payment





g their health benefits will be grandfathered at that rate of walver payment. Any new additional Field Maintenance/Warehouse employees requesting a health benefits waiver after the ratification of the 2012-15 contract will receive the walver amounts described in Article 19:11.

## ARTICLE 20-SALARIES

- 20:1 The salaries of all employees covered by this Agreement are set forth on salary guide pages which are attached hereto and made a part hereof.
- 20:1.5 Social Workers with a MSW Degree will be paid on the Teachers' MA+30 Guide. Current Social Workers who are already paid on the MA+30 or higher will not receive any additional compensation.
- 20:1.6 Cafeteria Operators shall receive a \$300 per year increase in salary above the salary listed in the Salary Guide section of this contract effective July 1, 2006.
- 20:1.7 Athletic Trainers will be paid on the Teachers' Salary Guide.
- 20:2 When a payday falls on or during a school holiday, employees shall receive their pay checks on the last previous working day with the checks being dated on the date of delivery of the check.
- 20:2.1 The one exception will be when the pay period and the school recess carries over into the next calendar year, whereupon the check will be issued on the last working day in the old year and be dated on the first regular payday in the new year. Note: This check is not legal tender until the date carried on the check.
- 20:2.2 Paychecks shall be available to all 2nd and 3rd shift employees on Friday after 11:00 A.M. of each payday at each building location.
- 20:2.3 The salaries of all twelve month employees covered by this Agreement shall be paid in twenty-four (24) equal installments at the rate of two installments per month on the 15th and 30th or last day of February. The salaries of all ten-month employees covered by this Agreement shall be paid in twenty (20) equal installments on the 15th and 30th or last day of February from September to June. If either the 15th or 30th or last day of the month falls on a weekend, holiday, or other day when school is closed, then payment shall be made on the workday immediately prior to that day. The implementation of this Article is contingent upon the Board having also reached a similar agreement with all other employee groups.
- 20:2.4 All 10 month employees will have the option of having summer pay deducted from paychecks.
- 20:3 The salaries of all coaches covered by this Agreement are set forth on pages which are attached hereto and made a part hereof.
- 20:4 The salaries of all Extra-Duty Personnel are set forth on pages which are attached hereto and made a part hereof.
- 20:5 Compensation for duties beyond normal assignment shall be paid within thirty (30) days upon completion of services. Work which extends to a full year shall be paid in three instalments.
- 20:6 The rates below are to be used only when four utility custodians on each shift are previously deployed and an additional person is needed. It is never to be used for the utility custodians when deployed in a position higher than utility custodian. The following rates per day shall be paid after two (2) consecutive work days in higher grade.
- Custodian - \$7.00 per day
  - Head II - \$8.00 per day
  - Head I - \$10.00 per day

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015

- 20:6.1 When three 1st shift custodians are employed in a building, a position of Custodian Head 2 shall be established for the second person with the most qualifications and seniority.
- 20:6.2 The Board will establish and maintain a position of Custodian Head 2 at the Park Ave Administration Building.
- 20:6.3 Night Premium -The following night premium shall be paid to all employees working nights during the regular work week, holidays, and weekends (Saturday and/or Sunday).
- 2nd & 3rd shift-\$4.00
- 20:7 Custodians with a valid Black Seal license shall receive a stipend of \$500 per year effective the first day of the month following receipt of the license (prorated if received after July 1 of any given year).
- 20:8 Custodians with a valid Pool Operators License shall receive a stipend of \$500 per year effective the first day of the month following receipt of the license (prorated if received after July 1 of any given year). The full stipend shall only be paid to those unit members who work in schools with a pool. Those District employees who received the \$300 stipend prior to July 1, 2003 but were not in schools with a pool shall continue to receive the stipend of \$300.
- 20:9 Any person taking over for a Cafeteria Staff Operator, Cook Relief, or Assistant Cook shall receive the minimum hourly rate after three (3) days. However, the employee accepting the acting appointment would not be compensated for less than she/he would earn if she/he remained in his/her own regular position for the same amount of hours as in the new position.
- 20:10 Effective July 1, 1998, employees covered by this group may elect to have their annual salary deposited directly to a bank of the employees choice provided that the selected bank permits direct wire transfer of funds
- 20:11 Effective September 1, 2006, hourly helpers shall receive a monthly bonus payment of \$25, and operators shall receive a monthly bonus payment of \$30. This provision expires at the close of business on June 30, 2012.
- 20:12 An Assistant who is assigned to substitute for a teacher for a full day shall be compensated at a rate equal to the daily substitute rate if his/her regular rate of pay is less than the substitute's rate of pay. Assistants who are employed in such a capacity for partial days shall have their remuneration pro-rated accordingly (divided by class assignment.)

## **ARTICLE 21-DEDUCTIONS FROM SALARIES**

- 21:1 The Board agrees to deduct from the salaries of its employees dues for the Unified Association Membership. Such deductions shall be made in compliance with Chapter 33 Public Laws of 1969 (N.J.S.A. 52:14-15, 9c) and under the rules established by the State Department of Education. Said monies shall be sent to NJEA and records of members receiving deductions (and/or corrections to the same) shall be sent to the NJEA and HTEA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- 21:2 The Unified Association shall certify to the Superintendent, in writing, the current rate of its membership dues, to be put on file in the Human Resources office.
- 21:3 The Association shall receive representation fees from non-members who are covered by the Agreement in an amount certified by the Association in accordance with state law. The Association shall provide evidence to the Superintendent that it has

established a demand and return system, and it shall be kept on file in the Payroll office.

21:4 Employees may individually elect to have an amount of their salary deducted from their pay to be deposited into one (1) or two (2) of the mutually agreed upon tax-sheltered annuity plans. Amounts deducted under this section shall be transmitted to the annuity companies within five (5) working days from the day the deductions are made.

21:4.1 It will be the employee's responsibility to ensure that the total deductions do not exceed the allowable IRS deductions. The Board will assume no liability if the total deductions of an employee exceed the IRS limit.

21:5 Effective July 1, 1995, employees covered by this Agreement may elect to have any amount deducted from their pay to be deposited in Mercer County NJ Teachers Federal Credit Union.

21:6 Effective July 1, 2009, each certified staff member shall have deducted from his/her salary the sum of \$66 per month, Sept through June, which shall be payment to the Board for the cost of Medical benefits (Health, Prescription, and Dental) provided to the employee pursuant to this Agreement. This deduction shall be taken from the employee's pre-tax salary after the employee has returned the appropriate release form to the Human Resources office. Part-time certified employees who work less than twenty (20) hours per week shall not have any deductions from their salary pursuant to Article 21:6.

21:7 Effective July 1, 2009, each non-certified staff member shall have deducted from his/her annual salary the sum of \$360 which shall be payment to the Board for the cost of Medical benefits (Health, Prescription, and Dental) provided to the employee pursuant to this Agreement. This payment will be in equal monthly installments from July through June or Sept through June depending on the work year of the employee. This deduction shall be taken from the employee's pre-tax salary after the employee has returned the appropriate release form to the Human Resources office. The exception is that any cafeteria worker receiving the board paid Medical Benefits described above shall continue to have the previous deduction sum of \$100 deducted annually from their pre-tax salary for said benefits. Part-time non-certified employees who work less than twenty (20) hours per week shall not have any deductions from their salary pursuant to Article 21:7.

## **ARTICLE 22- (TUITION) REIMBURSEMENTS AND OTHER BOARD PAID PROVISIONS**

### **ALL STAFF**

22:1 Effective July 1, 1993, the Board of Education shall provide tuition reimbursement. During this contract the total amount shall be \$235,000 in 2009-2010, \$245,000 in 2010-2011 and \$255,000 in 2011-2012. All employees will be reimbursed for the actual tuition expenses for a maximum of two (2) courses per year up to the graduate level rate for a three-credit course at College of New Jersey or for two professional improvement programs up to the equivalent rate. Reimbursement shall be paid to any employee who provides written documentation of the successful completion of a course with a grade of "B" or better, or the receipt of a Certificate of Completion where acceptable. Any course for non-certified employees must be directly related to their field of work. Teachers must remain employed for three years after the payment of

tution reimbursement. If any teacher voluntarily leaves the district, he/she owes the district a pro-rated amount for course(s) as follows: Year 1- 100%; Year 2 - 75%; Year 3 - 50%.

22:1.1 Effective July 1, 2000, the Board shall pay the costs for background checks and fingerprinting of new employees represented by the Association (in 2003, \$78.00 is charged by the State of New Jersey) and hired after July 1, 2000, who require background checks and fingerprinting upon the completion of twelve (12) months of successful service in the employ of the Board of Education. Requests for reimbursement must be submitted by the employee to the Human Resources office within ninety (90) calendar days after the employee's first 12 months of successful service; failure to do so will result in no reimbursement to the employee. New employees who are hired from the District substitute list do not qualify for reimbursement since new background checks and fingerprinting are not required for appointment to a permanent position for these employees. **This reimbursement for background checks benefit only applies to employees hired before July 1, 2006.**

22:1.2 Any employee who may be required to use their own vehicle, excluding custodians and LDTC/School Psychologists, in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate per mile lawfully permitted by the Internal Revenue Service as reimbursement for vehicle expense, unless other alternative mutually agreeable arrangements are made with the administration; such arrangements shall be subject to full knowledge and consent of the majority representative.

22:1.3 All LDTC/School Psychologists will be reimbursed at the current IRS rate per mile for all approved transportation, which will be submitted on a voucher for payment which must be submitted once per month. Payment shall be made by the Board within sixty (60) days after receipt of the voucher.

22:1.4 The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed on the person of the employee as a result of an assault suffered by the employee while the employee was acting in the discharge of his/her duties.

## **22:2 CAFETERIA WORKERS**

22:2 The Board shall provide work clothing for cafeteria employees as follows:

22:2.1 Upon completion of the probationary period following initial employment with the district, five complete uniforms.

22:2.2 Every year thereafter, the Board agrees to provide a uniform and/or uniform allowance totaling \$100.00 for each cafeteria employee. Color and style are to be approved by the Board or its designee. Employees shall be reimbursed upon submission of proper receipts for purchases. Reimbursement shall be made within 90 days.

22:2.3 The Board shall provide oven mittens and pot holders for use in each kitchen.

22:2.4 Effective July 1, 2006, the Board shall provide one pair of slip resistant shoes to all cafeteria workers on an annual basis. (Except for those employees mentioned in Article 22:2.4) There will be at least three different models for employees to choose from.

## **2.3 CUSTODIANS AND CAMPUS MONITORS**

2:3 The Board shall provide work clothing for custodial employees and campus monitors as follows:

2:3.1 Upon completion of the probationary period following initial employment within the district, the Board shall provide three complete cotton uniforms to custodians and campus monitors, including an apron for those custodians handling pool chemicals.

22:3.2 Five (5) complete cotton uniforms will be provided by the board to custodians and campus monitors thereafter on an annual basis, including an apron for those custodians handling pool chemicals. (Custodian Head I and Head II shall have the option of wearing a white shirt in place of the uniform provided by the Board. There shall be no cost to the Board.) The employee shall be required to wear an identifying school patch/insignia provided by the Board. The Board of Education agrees to collect size information on employees no later than September 30 of each year for submission through the bidding process and supply the uniforms by January 15 of each year. The Board shall not be held responsible for any failure of the vendor.

22:3.3 Effective July 1, 2006, the Board shall provide one pair of slip resistant shoes to all custodians on an annual basis. There will be at least three different models for employees to choose from.

22:3.4 The Board agrees to have available, to the work site, foul weather gear for all employees who are required to work outdoors. The equipment shall include hats, raincoats, boots, gloves and jackets. Utility Custodians shall be issued their own foul weather gear and shall return the gear upon termination of employment.

22:3.5 Utility custodians and custodians assigned to more than one school shall be reimbursed a car allowance at a rate of \$300 per year.

## **22:4 BUS DRIVERS**

22:4.1 All Drivers and Relief Drivers will receive a \$175.00 annual clothing allowance to be used towards the purchase of boots, rainwear, or a heavy duty jacket, and pants provided proof of purchase is given to the appropriate supervisor as designated by the Superintendent.

22:4.2 The Board of Education agrees to provide, at no cost to the employee (Bus Drivers), chest x-rays required for the employee to maintain his/her employment, provided such said employee avails himself/herself of the program provided by the Board.

22:4.3 The Board of Education shall reimburse the employee for the cost of the New Jersey State Bus Operators' license and for bi-annual renewal fee when they are re-appointed to a subsequent year. A requisition must be submitted to receive this reimbursement.

22:4.4 All physical examinations for renewal of the bi-annual operator's license shall be performed by the district Chief Medical Inspector at no cost to the employee.

22:4.5 Drivers approved to attend Bus Conferences and/or Safety Meetings will be paid at their regular straight time rate for time in attendance at sessions and necessary travel time. The Driver who uses his/her automobile will be reimbursed at the IRS rate for mileage to and from the location.

## **22:5 FIELD MAINTENANCE/ WAREHOUSE EMPLOYEES - Clothing Allowance**

22:5.1 The Board of Education will pay three hundred fifty dollars (\$350) per year for each Field Maintenance/Warehouse employee towards the purchase of safety work shoes and/or foul weather gear, provided proof of purchase is given to his/her immediate supervisor.

ate supervisor. Safety shoes shall conform to the ANSIZS<sup>1</sup> Standard for protective toe caps of either steel or non-metallic materials; proof must be submitted for reimbursement within 60 days of purchase or the employee shall receive no reimbursement. Field Maintenance/Warehouse Employees shall wear the proper foot protection during working hours. Reimbursement shall be made in one payment within 60 days when proof of purchase is provided.

22:5.2 The Board of Education will supply three (3) uniforms upon completion of the probationary period and (3) additional uniforms on a combination thereof (6 pieces) each year thereafter.

22:5.3 All Field Maintenance/Warehouse Employees shall be required to wear uniforms with identifying District Patch/Insignia and name identification badge provided by the Board.

### **ARTICLE 23- SUMMER, ACCREDITED EVENING SCHOOL AND HOURLY INSTRUCTORS' COMPENSATION\***

23:1 All work in summer positions represented by the HTEA shall be voluntary and timesheets shall be completed by the employee and signed by the Supervisor/Administrator.

23:2 Nurses who work in the summer shall be paid the hourly rate (THR) for the time actually worked in the summer.

23:2.1 Guidance counselors shall be employed as needed in the summer. The counselor has the choice of compensation for this service. The counselor's choices of compensation are (THR) the hourly rate or hour-for-hour compensatory time. If the counselor chooses hour-for-hour compensatory time they can earn a maximum of up to 5 compensatory days per summer to be taken during the next school year. The school days during the school year that are chosen to exchange for compensatory days must be approved by the principal.

23:2.2 Social Workers shall be employed as needed in the summer. The social worker has the choice of compensation for this service. The social worker's choices of compensation are (THR) the hourly rate or hour-for-hour compensatory time. If the social worker chooses hour-for-hour compensatory time they can earn a maximum of up to 5 compensatory days per summer to be taken during the next school year. The school days during the school year that are chosen to exchange for compensatory days must be approved by the principal.

23:2.3 It is understood that these appointments would also require that these counselors be expected to work all additional hours during the academic year as per present practice.

23:2.4 These appointments will be on a voluntary basis. Payment will be made on the next regular payday after the building principal verifies that the appointed work assignment has been completed.

23:3 Curriculum and/or in-service workshops held during the summer shall be held in five sessions of three hours each. Pay for such work shall be paid at the hourly rate (THR). In addition to compensation for presentation time, staff members presenting workshops during the summer when school is not in session will be compensated at the applicable hourly rate for preparation time as indicated in Article 24:5.

23:4 The rate of pay for all other certified staff represented by HTEA filling all other summer positions shall be the hourly rate (THR).

5 Teachers in the accredited evening school shall be paid on the following  
de.

Years of Experience	Dollars/Hours for Time Actually Worked
0	\$23
1	\$24
2	THR (the hourly rate)

3:6 Hourly Home Instructors shall be paid the hourly rate (THR) for the time actually worked in instructing students unable to attend school.

23:7 LDTC /School Psychologists shall be paid 7.6% of their respective salary, as a stipend amount, (no fringe benefits) for twenty (20) working days (120 hours) of service as approved by the Board of Education. This amount will be prorated for shorter summer appointments.

23:8 Regularly employed staff shall be given first consideration for summer employment. Should the in-house staff refuse the summer positions the Board reserves the right to employ other properly certified personnel.

\*This shall be the only Article applicable to Summer, Accredited Evening School and Hourly Home instructor staff members.

23:9 The hourly rate (THR) for certified personnel will be \$29 per hour (THR) effective July 1, 2007.

23:9.1 Effective July 1, 2009, the hourly rate (THR) for certified personnel providing instructional services to students such as Tutoring, Summer School, Special Services Summer Work, Adult School, Home-School/Bedside, and Alternate School shall be \$32 per hour. Effective July 1, 2011, this rate will increase to \$33 per hour.

23:10 The (Bus Driver) employee who works during the summer months shall be paid an hourly rate equivalent to his/her current contract according to the salary guide effective July 1st of the same year. Summer bus driving, when required, will be organized by the Supervisor on the basis of seniority. The seniority list shall be maintained from year to year. The extra run/overtime list in effect during the school year shall continue for extra or summer runs for the start of each new school year with the understanding that this process may not result in a guaranteed six hours of work or a guarantee of equal time. Once routes are selected, changes will not be made in originally assigned routes.

23:11 Summer employment for child study team members will be offered on the basis of seniority and rotation (The district must go through the full list before a member can be offered the opportunity for summer employment again.)

## **ARTICLE 24-WORKSHOP PROCEDURES AND COMPENSATION\***

\*(This shall be the only Article applicable to workshop presenter staff members.)

24:1 Employment as a presenter for all approved district workshops will be open to anyone including staff members at an agreed upon stipend amount. Payments will be made on a properly submitted voucher with all mandatory legal deductions taken out by the Business Office.

24:2 The presenter can utilize district supplies and equipment with the prior permission of the responsible administrator/supervisor. These materials can be purchased with funds made available in a regular budget account provided prior approval has been given by the responsible administrator/supervisor.

24:3 All in-service workshops that are eligible to staff members must be for the

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015



instruction of parents, community, other staff, or Board members but in no event will extra compensation be paid for instructing students of this school district.

24:4 The stipend rate for workshop presentations beyond the school day will be the hourly rate (THR).

24:5 Staff members conducting in-service workshops will only be compensated for 5 hours of outside preparation time at the hourly rate (THR). There will be no compensation for the time utilized during the regular working day.

24:6 LDTs, School Psychologists, and Social Workers may be granted two (2) or more professional improvement days per year for the purpose of attending such seminars, workshops, or professional meetings that, in the judgment of the administration, contribute to the general professional improvement of the employee. Employees shall be reimbursed for the cost of travel and registration provided that available funds have been designated for district professional growth; if no such funds are available, then the employees shall pay such costs.

24:7 The Board shall attempt to offer to teachers, or whoever is covered by the code, in-service workshops/training seminars which are eligible for continuing education as defined by the provisions and requirements of the Continuing Education Code, N.J.A.C. 6:11-13.1 et seq/ as amended and modified hereafter.

24:8 The Board will offer once per year during work hours the opportunity for re-certification for CPR, First Aid, and Lifesaving. Employees unable to attend the scheduled re-certification workshop will have to obtain re-certification at their own time and expense.

## **Article 25-ADDITIONAL COMPENSATION FOR SPECIFIED POSITIONS**

25:1 All Extra-Duty Pay Personnel, Coaches, Department Chairpersons, Curriculum Consultants, and Work Experience Coordinators shall be appointed on a year-to-year basis with no tenure in the position nor rights to reappointment.

25:2 Department Chairpersons shall be paid five point seventy-nine percent (5.79%) of their regular teaching salary and shall be required to work two (2) additional days beyond the regular school calendar. In addition to their usual lunch and preparation periods, they shall also be assigned two periods per day for department chairperson work. However, a department chairperson may be asked on an emergency basis to cover a class during one of the two department chairperson periods. The department chairperson shall be scheduled for teaching assignments in all remaining periods during the day.

25:3 Curriculum Consultants shall be paid nine point twenty-six percent (9.26%) of their regular teaching salary and shall be required to work four (4) additional days beyond the regular school calendar. They shall forego any daily preparation period in their teaching schedule.

25:4 All Special Education Teachers and Speech Correctionists currently receiving a \$300 salary stipend will continue to receive this allowance.

25:5 Work Experience Coordinators shall receive five point seventy-nine percent (5.79%) of their annual contract salary for two weeks of work during the summer plus additional hours during the academic year as per present practice. Any work in excess of the two weeks shall be paid at the current summer school rate.

25:6 Effective July 1, 2009, teachers and educational assistants who participate in DECA, the Environmental Education Programs at Stokes State Forrest, FBLA,

GALRE, Marine Biology, the Peer Leadership Program, and the Willow Program, shall receive \$75.00 per overnight stay in addition to their normal salary.

25:7 Compensation for duties beyond normal teaching assignment shall be paid within thirty (30) days upon completion of services. Work which extends to a full year shall be paid in three installments.

25:8 Effective September 1, 2009, Secondary Educational Assistants who are required to possess a Substitute Certificate shall receive an annual stipend of \$1,100 in addition to their guide salary. Said payment is for the possession of the Substitute Certificate and possible assignments in covering classes during the school year.

25:9 All Head 1 and Head 2 custodians employed as of July 1, 2009, excluding Utility Custodians, salaries will be \$500 above the salary listed on the Custodian Salary Guide for Head1 and Head2.

25:10 Any Field Maintenance/Warehouse employee designated as a lead person on an annual basis will earn a \$2 per hour salary increase to assume those responsibilities.

25:11 Field Maintenance/Warehouse employees possessing a fork lift operator's license will receive an annual \$500 stipend effective July 1, 2012.

25:12 Beginning July 1, 2013, any Field Maintenance/Warehouse employee moving into the following titles will receive the stipend indicated below:

Inventory Control Process Technician	\$1500
Inventory Control Technician	\$1200
Heavy Equipment Operator/Warehouseman	\$1000

25:13 Effective July 1, 2007, up to six (6) Field Maintenance/Warehouse employees may acquire a pesticide license at Board expense and earn \$1000 per year for July 1 through June 30 of each year or prorated for any part thereof. Payment shall be made over 24 pay periods.

25:14 If the Board has a vehicle which requires a CDL license and a Field Maintenance/Warehouse Employee volunteers to obtain a CDL license, the Board will pay the cost for that employee for one application only to obtain a CDL license. The Board will also pay the renewal fee for the employee's CDL license as long as the Board needs a CDL driver.

**ARTICLE 26- LONGEVITY**

**TEACHING STAFF**

26:1 Effective July 1, 2001, all teachers who have completed the listed number of teaching years in Hamilton Township, by June 30 of the preceding year, shall receive the additional cumulative amounts per year as listed below:

- 15 years \$450.00\*
- \*Teachers hired before 9/1/2012 will receive an additional \$175 longevity for 15 years.
- 20 years \$1000.00
- 25 years \$1050.00
- 30 years \$1100.00
- 35 years \$650.00
- 40 years \$700.00

26:2 Teaching staff members covered by the 1980-83 Agreement between the Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association Effective 7/1/12 to 6/30/2015

Hamilton Township Board of Education and who were employed as of June 30, 1982, and reemployed for the 82-83 school year will continue to receive longevity calculated on experience and military service granted at the date of hire, in addition to Hamilton Township experience. 23: gmi

26:3 Nowly hired teaching staff members for the 1982-83 school year and thereafter will be granted credit for longevity only as specified in Article 26:1 for teaching years in Hamilton Township.

**LDTG/SP**

26:4 Effective July 1, 2001, all LDTG/SP who have completed the listed number of working years by June 30 of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

15 years	\$413.00
20 years	\$913.00
25 years	\$913.00
30 years	\$913.00
35 years	\$413.00
40 years	\$413.00

**SUPPORT STAFF**

26:5 Effective July 1, 2001, all Support Staff employees who have completed the listed number of working years by June 30 of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

10-13 years	- \$350.00
14-15 years	- \$250.00
16 years	- \$250.00
17 years	- \$250.00
18 years	- \$550.00
19 years	- \$550.00
20-24 years	- \$750.00
25-29 years	- \$750.00
30-34 years	- \$750.00
35-39 years	- \$250.00
40 years	- \$250.00

**ARTICLES 27 BUS DRIVERS (Responsibilities)**

27:1 Drivers will not normally be permitted to take the bus to their home between scheduled bus runs. They will take the bus to the garage or park it on a school parking lot unless special arrangements are made with the supervisor of transportation.

27:2 If the driver is being paid for his/her services, then he/she is expected to be driving or doing some work related to the operation or maintenance of the bus (sweep, clean, service)

27:3 When a driver is assigned to a trip which requires that the driver remain at the site with the students, the bus driver will be expected to complete routine house-keeping duties on the vehicle or if requested by the teacher, he/she should assist in the control of the students at the site providing the vehicle can be safely parked and left unattended.

## ARTICLES 28 LIAISON COMMITTEES

### Article 28:1 Building Liaison Committee

The Board of Education and the Association recognize the need for communication at all levels and encourages the implementation of this Article through scheduled meetings of administration and employees.

28:1.1 A Liaison Committee shall be selected by the Association members in each school building or resource group which shall meet with the principal/supervisor at mutually agreed times, but not less than four (4) times a year to review and discuss local school problems and practices.

28:1.2 HTEA building liaison committees shall consist of not more than one (1) member for every ten (10) employees in the school buildings or resource group, but shall in no event have less than two (2) members.

28:1.3 The chairperson of the HTEA building liaison committee shall submit an agenda of items to be discussed to the building principal/supervisor one (1) week prior to a scheduled meeting.

28:1.4 The HTEA building liaison committee shall send their final report to the HTEA District Liaison Committee Chairperson.

Article 28:2 District Liaison Committee

28:2.1 The Superintendent and/or representative at the central staff level agree to meet with representatives of the Association to amicably review and discuss current school problems and practices in an effort to reach mutual resolution.

28:2.2 Meetings shall be held five (5) times per year, after school, if needed, the dates and time of which shall be mutually agreed upon.

28:2.3 The Association shall select its own representatives. If the Association representatives exceed fifteen (15), the Superintendent must agree to the additional number of representatives.

28:2.4 Agendas from the Association and the Superintendent shall be exchanged one (1) week prior to each scheduled meeting.

28:2.5 The district liaison agenda should only contain items of a district-wide nature and/or items that could not be resolved at the building liaison level. Items discussed at the building level that were deemed to be acceptable to the building staff may be presented as an information item only with no further discussion.

28:2.6 The District Liaison Committee shall develop minutes of their meetings detailing each topic, resolutions of each issue, if any, and any background information seen by the committee as useful. The agreed-upon minutes shall be distributed to all committee members and to all Board members within 14 days after agreement on them.

## ARTICLE 29- EMPLOYEE FACILITIES

29:1 The Board of Education shall continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board shall give serious consideration to the Association's requests for improvements in both working areas and furnishing equipment and supplies.

29:2 Faculty rooms shall be provided in each building and shall be for the exclusive use of employees as a staff lounge except in a case of emergency.

29:3 The Board shall provide all non-certificated employees with the proper safety equipment. It is understood that employees shall use such equipment when and

- ...are appropriate. Equipment shall be kept at the work site when not in use.
- 29:4 All librarians/media specialists shall have the following:
- A. At least one (1) typewriter for the exclusive use of each school library.
  - B. A telephone extension in every secondary school library.
  - C. Two (2) adding machines available at the Curriculum Office for the use of the librarians/media specialists.

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### ARTICLE 30- MISCELLANEOUS PROVISIONS

- 30:1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of those categories as specified in the NJ Law of Discrimination.
- 30:2 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.
- 30:3 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during this duration, shall be controlling.
- 30:4 The Hamilton Township School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States and other applicable laws and regulations.
- 30:5 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and any other national, state, county, district, or local laws or regulations.
- 30:6 Nothing in this agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Superintendent Of Schools and in accordance with the Board and Administrative Policies, Rules and Regulations provided that the provisions of this agreement shall supersede and prevail over any conflicting provision.
- 30:7 **PRINTING AGREEMENT:** Copies of this agreement shall be printed and the expense shared by the Board and the Association after agreement with the Association on format within thirty (30) days after the agreement is signed.
- 30:8 Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by registered letter at the following addresses:  
If by the Association, to Board at 90 Park Avenue, Hamilton, NJ 08690  
If by the Board, to the Association at the address on file with the Board Secretary
- 30:9 This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by

this agreement and whether or not within the knowledge or content of both parties at the time they negotiated or signed this agreement.

30:10 The Board shall pay the cost of obtaining and/or maintaining a county substitute certificate for all non-certified employees where the job description specifies the need for same.

30:11 All employees shall wear a name badge/ID to be provided by the Board when on school premises. The Board shall provide no more than five (5) name badges/IDs per employee as needed during the term of this Agreement. The Board shall schedule the time for employees to obtain their name badge/IDs. 30:12 The President of the Association shall be notified, in writing, of all new hires, transfers, resignations, retirements, and/or terminations within ten (10) days of action by the Board.

30:13 Effective July 1, 1992, Cafeteria Operators shall not be required to carry money to the bank.

30:14 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this agreement.

30:15 The Board and the Association agree that there shall be no reprisals, no discriminatory action, or penalty of any kind directed toward any individual as a result of the actions taken to arrive at this agreement. This shall apply to all school district employees.

30:16 The Board shall modify our current 125 plan to include the ability to pay members' health benefit contributions out of Pre-Tax money and also create a Flexible Spending Account with the ability to pay Medical and Child Care expenses out of Pre-Tax money.

### ARTICLE 31- DURATION OF CONTRACT

31:1 This agreement shall be in effect as of July 1, 2012 and shall continue in effect until June 30, 2015. The parties shall enter into negotiation in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this agreement expires.

31:2 In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, on the day and year first above written.

### ARTICLE 32 - NO REPRISAL CLAUSE

32:1 The District and the Association agree that they, their employees, representatives and/or members will not engage in, or improperly retaliate or interfere with any rights of any District representative, member or employee or Association member or any employee who has not reported for work during the time of the work stoppage, or any employee who reported for work on those days. This shall include verbal and physical reprisals, non-renewal of employment contracts. The mediator shall retain jurisdiction in the event of any dispute over this provision as arbitrator.

HAMILTON TOWNSHIP EDUCATION ASSOCIATION

By: [Signature] HTEA President

Attest: [Signature] HTEA Secretary

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HAMILTON TOWNSHIP BOARD OF EDUCATION

By: [Signature] BOE President

Attest: [Signature] BOE Secretary

## SECTION 125 ADDENDUM

### 1. In-Writing Requirement

A. Section 125 Plan must have a separate written plan document (an internal document that the employer maintains). This plan shall be available to employees. The following information must be included:

- a.) Specific description of the benefits available. (as per Article 19:11)
- b.) The procedures governing participants' elections under the law. This election shall allow employees to choose between non-taxable health care coverage and taxable cash at the beginning of each plan year (July 1). This option will be limited only to payments made by the Board on behalf of its employees for health and prescription benefits.
- c.) Procedures whereby employees will continue current coverage unless they specifically request the cash option in writing with submission of proof of other coverage, prior to the beginning of each plan year. (July 1 for a full year - July 1 - June 30).
- d.) Procedures by which coverage, without consideration of pre-existing conditions, will be restored within 30 days of the restoration request. Coverage will be restored only upon proof of loss of coverage. It is the employee's responsibility to notify the Board in writing if benefits are lost for any reason.
- e.) Procedures for the payment of the \$1,000.00 and the \$250.00 cash options. Reimbursements will be provided at the end of the fiscal year in June and will be prorated if benefits were reinstated at any time during the fiscal year.

### 2. Disclosure to Employees

- a.) The elements of the Section 125 written plan document must be disclosed to employees. Disclosure may be in a booklet, or other suitable form, distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.
- b.) Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."
- c.) Description of benefits and procedures as outlined above to be followed requesting revocation of the cash option choice in the event of loss of coverage.

### 3. Administrative Information

This information should include data such as:

- a.) Name of the plan
- b.) Name and address of employer and a representative
- c.) Employer Identification Number
- d.) Type of plan
- e.) Start and end of the plan year
- f.) Type of administration



**Benefits Information**

The following are the minimum requirements for eligibility and benefits information.

- a.) a description of benefits available under the plan.
- b.) requirements for participation and benefits

**5. Loss of Benefits Information**

- a.) Employees must choose the cash option prior to each plan year (July 1) for a full year (July 1 - June 30)
- b.) Proof of other coverage must be submitted with each request for the cash option. Proof of loss of coverage must be provided before benefits can be restored prior to an open enrollment period.

**6. Reporting Requirements**

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form.

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**ARTICLE 32 -  
SALARY GUIDES  
AND  
EXTRA DUTY  
SALARIES**

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015  
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## Coaches Salary Schedule 2012-13 HIGH SCHOOL SPORTS

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SPORT	0-1 YRS. OF EXP.	2+ YEARS OF EXP. Step 2
A Football - Head Coach	6,135	6,465
A Basketball (B) - Head Coach	6,135	6,465
A Basketball (G) - Head Coach	6,135	6,465
B Baseball (B) - Head Coach	5,966	6,295
B Cross Country - Head Coach	5,966	6,295
B Field Hockey - Head Coach	5,966	6,295
B Ice Hockey Coach	5,966	6,295
B Lacrosse (B)	5,966	6,295
B Soccer (B) - Head Coach	5,966	6,295
B Soccer (G) - Head Coach	5,966	6,295
B Swimming (B) - Head Coach	5,966	6,295
B Swimming (G) - Head Coach	5,966	6,295
B Softball - Head Coach	5,966	6,295
B Track (B) - Head Coach	5,966	6,295
B Track (G) - Head Coach	5,966	6,295
B Winter Track - Head Coach	5,966	6,295
B Wrestling - Head Coach	5,966	6,295
C Football - Assistant	4,999	5,327
C Basketball (B) - Assistant	4,999	5,327
C Basketball (G) - Assistant	4,999	5,327
C Golf - Coach	4,999	5,327
C Tennis (B) - Coach	4,999	5,327
C Tennis (G) - Coach	4,999	5,327

## HIGH SCHOOL SPORTS 2012-2013 CONTINUED

SPORT	0-1 YRS. OF EXP.	2+ YEARS OF EXP.
		Step 2
D Baseball (B) - Assistant	4,828	5,157
D Soccer (B) - Assistant	4,828	5,157
D Soccer (G) - Assistant	4,828	5,157
D Swimming (B) - Assistant	4,828	5,157
D Swimming (G) - Assistant	4,828	5,157
D Field Hockey - Assistant	4,828	5,157
D Softball - Assistant	4,828	5,157
D Track (B) - Assistant	4,828	5,157
D Track (G) - Assistant	4,828	5,157
D Winter Track - Assistant	4,828	5,157
D Wrestling - Assistant	4,828	5,157
HSTrainer (per season)	5,017	5,398

## MIDDLE SCHOOL SPORTS 2012-2013

SPORT	0-1 YRS. OF EXP.	2+ YEARS OF EXP.
		Step 2
E MS Soccer 8 (B)	1,665	1,769
E MS Soccer 8 (G)	1,665	1,769
E MS Basketball 8 (B)	1,665	1,769
E MS Basketball 8 (G)	1,665	1,769
E MS Baseball 8	1,665	1,769
E MS Softball 8	1,665	1,769
F MS Soccer 6/7 (B)	1,665	1,769
F MS Soccer 6/7 (G)	1,665	1,769
F MS Basketball 6/7 (B)	1,665	1,769
F MS Basketball 6/7 (G)	1,665	1,769
F MS Baseball 6/7	1,665	1,769
F MS Softball 6/7	1,665	1,769

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015

## Extra Duty Pay Salary Schedule 2012-2013

<u>ACTIVITY</u>	<u>0-1 YRS. OF EXP.</u>	<u>2+ YEARS OF EXP.</u>
<b>HIGH SCHOOL EDP</b>	<b>Step 1</b>	<b>Step 2</b>
A Instrumental Music	6,362	6,690
Academic Stipend Health Services	6,362	6,690
Academic Stipend Crisis Management	6,362	6,690
Academic Stipend Guidance	6,362	6,690
B Environmental Education Coordinator	5,552	5,881
Vocal Music	5,552	5,881
C Color Guard	4,830	5,159
Drill Team	4,830	5,159
Environmental Ed. Assistant Coordinator	4,830	5,159
Instrumental Music Assistant	4,830	5,159
Senior Class Advisor	4,830	5,159
Yearbook	4,830	5,159
D Dramatics	4,054	4,383
E American Field Services	3,366	3,695
Cheerleader - Head Coach( per season)	3,366	3,695
District Orchestra	3,366	3,695
Literary Magazine	3,366	3,695
Mathematics Club	3,366	3,695
Newspaper	3,366	3,695
Producer and Publicity	3,366	3,695
Public Speaking and Debating	3,366	3,695
Stagecraft	3,366	3,695
Assistant Director	3,366	3,695
Student Government	3,366	3,695
<b>MIDDLE SCHOOL</b>		
Dramatics	3,366	3,695
Instrumental Music	3,366	3,695
Environmental Ed. Building Coordinator	3,366	3,695
Vocal Music	3,366	3,695

## Extra Duty Pay Salary Schedule 2012-2013

ACTIVITY	0-1 YRS. OF EXP.	2+ YEARS OF EXP.
<b>HIGH SCHOOL EDP continued</b>		
<b>Step 2</b>		
F. Art (Stage Design)	2,916	3,246
Cheerleader - Assistant ( per season)	2,916	3,246
Choreographer	2,916	3,246
Conductor	2,916	3,246
Costumes and Property	2,916	3,246
DECA	2,916	3,246
Dance/Step Team	2,916	3,246
ESL	2,916	3,246
FBLA	2,916	3,246
Interact Club	2,916	3,246
Jazz Band Director	2,916	3,246
Junior Class Advisor	2,916	3,246
Key Club	2,916	3,246
National Honor Society	2,916	3,246
Peer Leadership	2,916	3,246
Public Speaking and Debating- Assistant	2,916	3,246
Robotics Team Advisor	2,916	3,246
*High Schools to select three in any school year (Volleyball, Bowling, Underclass Student Activities, Intramurals, Gymnasitices or Summer Weight Training)		
	2,916	3,246
G. High School AV Tech (Non-Play)	618	721
High School Sound/Light	1,030	1,133

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015

## Extra Duty Pay Salary Schedule 2012-2013

SPORT	0-1 YRS. OF EXP.	2+ YEARS OF EXP. Step 2
<b><u>ELEMENTARY EDP</u></b>		
G. (4) Elementary Strings Directors	520	624
(4) Elementary Band Directors	520	624
Elementary Yearbook Advisor	624	728
Safety Patrol Advisor	624	728
<b><u>MIDDLE SCHOOL EDP</u></b>		
E. Dramatics	3,366	3,695
Instrumental Music	3,366	3,695
Environmental Ed. Building Coordinator	3,366	3,695
Vocal Music	3,366	3,695
F. District Orchestra	2,916	3,246
Intramural (per season)	2,916	3,246
Newspaper	2,916	3,246
Student Council	2,916	3,246
Yearbook	2,916	3,246
G. Middle School Producer/Publicity	1,545	1,648
Middle School Stage Manager/Sound	1,545	1,648
Middle School Art/Stage Design	1,545	1,648
Middle School Vocal Music Play	624	728
Middle School Costumes/Properties	624	728
Middle School AV Tech (Non-Play)	206	309
<b><u>CAFETERIA EDP</u></b>		
G. Cafeteria Liaison	1,560	1,665
<b><u>HEP EDP</u></b>		
G. HEP Student Government	412	515
HEP Peer Mediation	412	515
HEP Yearbook Advisor	412	515

# Coaches Salary Schedule 2013-15 HIGH SCHOOL SPORTS

SPORT	0-1 YRS. OF EXP.	2+ YEARS OF EXP. Step 2
A Football - Head Coach	9,067	9,397
A Basketball (B) - Head Coach	8,971	9,301
A Basketball (G) - Head Coach	8,971	9,301
B Baseball (B) - Head Coach	6,805	7,134
B Cross Country - Head Coach	6,207	6,549
B Field Hockey - Head Coach	6,702	7,031
B Ice Hockey Coach	6,262	6,591
B Lacrosse (B)	6,702	7,031
B Soccer (B) - Head Coach	6,714	7,043
B Soccer (G) - Head Coach	6,714	7,043
B Swimming (B) - Head Coach	6,841	7,177
B Swimming (G) - Head Coach	6,841	7,177
B Softball - Head Coach	6,805	7,134
B Track (B) - Head Coach	6,805	7,134
B Track (G) - Head Coach	6,805	7,134
B Winter Track - Head Coach	6,377	6,706
B Wrestling - Head Coach	6,703	7,932
C Football - Assistant	6,113	6,441
C Basketball (B) - Assistant	5,500	5,828
C Basketball (G) - Assistant	5,500	5,828
C Golf - Coach	5,201	5,542
C Tennis (B) - Coach	5,611	5,939
C Tennis (G) - Coach	5,611	5,939

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
Effective 7/1/12 to 6/30/2015



## HIGH SCHOOL SPORTS 2013-2015 CONTINUED

SPORT	<u>0-1 YRS. OF EXP.</u>	<u>2+ YEARS OF EXP.</u> <u>Step 2</u>
D Baseball (B) - Assistant	5,023	5,365
D Soccer (B) - Assistant	5,023	5,365
D Soccer (G) - Assistant	5,023	5,365
D Swimming (B) - Assistant	5,023	5,365
D Swimming (G) - Assistant	5,023	5,365
D Field Hockey - Assistant	5,023	5,365
D Softball - Assistant	5,023	5,365
D Track (B) - Assistant	5,023	5,365
D Track (G) - Assistant	5,023	5,365
D Winter Track - Assistant	5,023	5,365
D Wrestling - Assistant	5,023	5,365

## MIDDLE SCHOOL SPORTS 2013-2015

SPORT	<u>0-1 YRS. OF EXP.</u>	<u>2+ YEARS OF EXP.</u> <u>Step 2</u>
E MS Soccer 8 (B)	1,698	1,804
E MS Soccer 8 (G)	1,698	1,804
E MS Basketball 8 (B)	1,698	1,804
E MS Basketball 8 (G)	1,698	1,804
E MS Baseball 8	1,698	1,804
E MS Softball 8	1,698	1,804
F MS Soccer 6/7 (B)	1,698	1,804
F MS Soccer 6/7 (G)	1,698	1,804
F MS Basketball 6/7 (B)	1,698	1,804
F MS Basketball 6/7 (G)	1,698	1,804
F MS Baseball 6/7	1,698	1,804
F MS Softball 6/7	1,698	1,804

# Extra Duty Pay Salary Schedule 2013-2015

<u>ACTIVITY</u>	<u>0-1 YRS. OF EXP.</u>	<u>2+ YEARS OF EXP.</u>
	<u>HIGH SCHOOL EDP</u>	
		<u>Step 2</u>
A Instrumental Music	6,489	6,824
Academic Stipend Health Services	6,489	6,824
Academic Stipend Crisis Management	6,489	6,824
Academic Stipend Guidance	6,489	6,824
B Environmental Education Coordinator	5,663	5,999
Vocal Music	5,663	5,999
C Color Guard	4,927	5,262
Drill Team	4,927	5,262
Environmental Ed. Assistant Coordinator	4,927	5,262
Instrumental Music Assistant	4,927	5,262
Senior Class Advisor	4,927	5,262
Yearbook	4,927	5,262
D Dramatics	4,135	4,471
E American Field Services	3,433	3,769
Cheerleader - Head Coach ( per season)	3,433	3,769
District Orchestra	3,433	3,769
Literary Magazine	3,433	3,769
Mathematics Club	3,433	3,769
Newspaper	3,433	3,769
Producer and Publicity	3,433	3,769
Public Speaking and Debating	3,433	3,769
Stagecraft	3,433	3,769
Assistant Director	3,433	3,769
Student Government	3,433	3,769

## Extra Duty Pay Salary Schedule 2013-2015

ACTIVITY	0-1 YRS. OF EXP.	2+ YEARS OF EXP. Step 2
<b>HIGH SCHOOL EDP Continued</b>		
F. Art (Stage Design)	2,974	3,311
Cheerleader - Assistant ( per season)	2,974	3,311
Choreographer	2,974	3,311
Conductor	2,974	3,311
Costumes and Property	2,974	3,311
DECA	2,974	3,311
Dance/Step Team	2,974	3,311
ESL	2,974	3,311
FBLA	2,974	3,311
Interact Club	2,974	3,311
Jazz Band Director	2,974	3,311
Junior Class Advisor	2,974	3,311
Key Club	2,974	3,311
National Honor Society	2,974	3,311
Peer Leadership	2,974	3,311
Public Speaking and Debating- Assistant	2,974	3,311
Robotics Team Advisor	2,974	3,311
	2,974	3,311
G. High School AV Tech (Non-Play)	630	735
High School Sound/Light	1,051	1,156

\*High Schools to select three in any school year (Volleyball, Bowling, Underclass Student Activities, Intramurals, Gymnastics or Summer Weight Training)

# Extra Duty Pay Salary Schedule 2013-2015

0-1 YRS. OF EXP.      2+ YEARS OF EXP.  
Step 2

<u>SPORT</u>	<u>0-1 YRS. OF EXP.</u>	<u>2+ YEARS OF EXP.</u>
<b><u>MIDDLE SCHOOL EDP</u></b>		
E. Dramatics	3,433	3,769
Instrumental Music	3,433	3,769
Environmental Ed. Building Coordinator	3,433	3,769
Vocal Music	3,433	3,769
F. District Orchestra	2,974	3,311
Intramural (per season)	2,974	3,311
Newspaper	2,974	3,311
Student Council	2,974	3,311
Yearbook	1,576	1,681
G. Middle School Producer/Publicity	1,576	1,681
Middle School Stage Manager/Sound	1,576	1,681
Middle School Art/Stage Design	636	743
Middle School Vocal Music Play	636	743
Middle School Costumes/Properties	636	743
Middle School AV Tech (Non-Play)	210	315
<b><u>ELEMENTARY EDP</u></b>		
G. (4) Elementary Strings Directors	530	636
(4) Elementary Band Directors	530	636
Elementary Yearbook Advisor	636	743
Safety Patrol Advisor	636	743
<b><u>CAFETERIA EDP</u></b>		
G. Cafeteria Liaison	1,591	1,698
<b><u>HEP EDP</u></b>		
G. HEP Student Government	420	525

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**2012-2015  
STAFF  
SALARY  
SCHEDULES**

# TEACHERS YEAR

Hamilton Twp. (Mercer)

2012-13

## Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	46,379	47,079	47,779	49,279	50,279	50,979	51,679	52,379
2	46,879	47,579	48,279	49,779	50,779	51,479	52,179	52,879
3	47,379	48,079	48,779	49,779	50,779	51,779	52,679	53,379
4	47,879	48,579	49,279	50,279	51,279	52,279	53,179	53,879
5	48,479	49,179	49,879	51,379	52,379	53,379	54,279	54,979
6	50,654	51,354	52,054	53,554	54,554	55,554	56,554	57,554
7	52,954	53,654	54,354	55,854	56,854	57,854	58,854	59,854
8	55,494	56,194	56,894	58,394	59,394	60,394	61,394	62,394
9	58,194	58,894	59,594	61,094	62,094	63,094	64,094	65,094
10	61,394	62,094	62,794	64,294	65,294	66,294	67,294	68,294
11	64,794	65,494	66,194	67,694	68,694	69,694	70,694	71,694
12	68,394	69,094	69,794	71,494	72,494	73,494	74,494	75,494
13	72,194	72,894	73,594	75,494	76,494	77,494	78,494	79,494
14	76,194	76,778	77,360	79,838	81,341	82,070	82,798	83,527
14a	76,836	77,419	78,001	80,479	81,992	82,711	83,439	84,168

## Off Guide

Agreement between Hamilton Township Board of Education and the Hamilton Township Education Association  
 Effective 7/1/12 to 6/30/2015  
 62

# TEACHERS YEAR 2

Hamilton Twp. (Mercer)  
2013-14

## Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	DOC
1	46,379	47,079	47,779	49,279	50,279	50,379	51,679	52,379
2	46,879	47,579	48,279	49,779	50,779	51,479	52,179	52,879
3	47,379	48,079	48,779	50,279	51,279	51,979	52,679	53,379
4	47,879	48,579	49,279	50,779	51,779	52,479	53,179	53,879
5	48,479	49,179	49,879	51,379	52,379	53,079	53,779	54,479
6	50,854	51,354	52,054	53,554	54,554	55,254	55,954	56,654
7	52,954	53,654	54,354	55,854	56,854	57,554	58,254	58,954
8	55,494	56,194	56,894	58,394	59,394	60,094	60,794	61,494
9	58,194	58,894	59,594	61,094	62,094	62,794	63,494	64,194
10	61,394	62,094	62,794	64,294	65,294	66,194	66,894	67,594
11	64,794	65,494	66,194	67,694	68,694	69,594	70,294	70,994
12	68,394	69,094	69,794	71,494	72,494	73,444	74,144	74,844
13	72,194	72,894	73,594	75,494	76,494	77,564	78,294	78,994
14	76,195	76,778	77,360	79,838	81,341	82,070	82,798	83,527

## Off Guide

14a	76,836	77,419	78,001	80,479	81,982	82,711	83,439	84,168
14b	77,477	78,060	78,642	81,120	82,623	83,352	84,080	84,809

# TEACHERS YEAR 3

2014-15  
Hamilton Twp. (Mercer)  
Salary Guide

Step	BA	BA+15	BA+33	MA	MA+15	MA+30	MA+45	DOC
1	46,379	47,679	47,779	49,279	50,279	50,979	51,679	52,379
2	46,879	47,579	48,279	49,779	50,779	51,479	52,179	52,879
3	47,379	48,079	48,779	50,279	51,279	51,979	52,679	53,379
4	47,879	49,579	49,279	50,779	51,779	52,479	53,179	53,879
5	48,479	49,179	49,879	51,379	52,379	53,079	53,779	54,479
6	50,554	51,354	52,054	53,554	54,554	55,254	55,954	56,654
7	52,954	53,654	54,354	55,854	56,654	57,554	58,254	58,954
8	55,494	56,194	56,894	58,394	59,394	60,094	60,794	61,494
9	58,194	58,894	59,594	61,094	62,094	62,794	63,494	64,194
10	61,394	62,094	62,794	64,294	65,494	66,194	66,894	67,594
11	64,794	65,494	66,194	67,694	68,894	69,594	70,294	70,994
12	68,394	69,094	69,794	71,494	72,744	73,444	74,144	74,844
13	72,194	72,894	73,594	75,494	76,894	77,594	78,294	78,994
14	76,165	76,770	77,360	79,838	81,344	82,070	82,768	83,527
<b>Off Guide</b>								
14a	76,836	77,410	78,001	80,479	81,922	82,711	83,439	84,168
14b	77,477	78,060	78,642	81,120	82,623	83,352	84,080	84,809
14c	78,118	78,701	79,283	81,761	83,264	83,993	84,721	85,450



# **LDTG YEAR 1**

**2012-13  
Hamilton Twp. (Mercer)  
Salary Guide**

<b>Step</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>DOC</b>
1	64,554	66,454	67,654	68,754	69,854	70,954
2	67,254	68,354	69,554	70,454	71,654	72,754
3	69,054	70,154	71,254	72,354	73,554	75,454
4	70,854	71,954	73,054	75,154	74,254	76,354
5	72,654	73,754	75,854	74,954	77,054	78,154
6	75,719	74,819	76,919	78,019	79,119	80,219
7	76,844	77,944	79,044	80,144	81,244	82,344
8	79,044	80,144	81,244	82,344	83,544	85,444
9	81,572	82,472	83,672	85,772	84,872	86,972
10	85,200	84,300	86,500	87,400	88,600	89,700
11	87,025	88,125	89,225	90,325	91,525	92,425
12	89,957	91,057	92,157	93,257	95,357	94,557
13	92,972	95,072	94,172	96,272	97,372	98,572
			<b>Off Guide</b>			
13a	93,613	95,713	94,813	96,913	98,013	99,113

# LDTG YEAR 2

2013-14  
Hamilton Twp. (Mercer)  
Salary Guide

Step	MA	MA+15	MA+30	MA+45	MA+60	DOC
1	64,554	66,454	67,654	68,754	69,854	70,954
2	67,254	68,354	69,554	70,454	71,654	72,754
3	69,054	70,154	71,254	72,354	73,554	75,454
4	70,854	71,954	73,054	75,154	74,254	76,354
5	72,654	73,754	75,854	74,954	77,054	78,154
6	75,719	74,819	76,919	78,019	79,119	80,219
7	76,844	77,944	79,044	80,144	81,244	82,344
8	79,044	80,144	81,244	82,344	83,544	85,444
9	81,572	82,472	83,672	85,772	84,872	86,972
10	85,200	84,300	86,500	87,400	88,600	89,700
11	87,025	88,125	89,225	90,325	91,525	92,425
12	89,957	91,057	92,157	93,257	95,357	94,557
13	92,972	95,072	94,172	96,272	97,372	98,572
<b>Off Guide</b>						
13a	93,813	95,713	94,813	96,913	98,013	99,113
13b	95,245	94,345	96,545	97,445	98,645	99,745

# **LDTG YEAR 3**

## 2014-15 Hamilton Twp. (Mercer) Salary Guide

Step	MA	MA+15	MA+30	MA+45	MA+60	DOC
1	65,445	66,545	67,645	68,745	69,845	70,945
2	67,245	68,345	69,445	70,545	71,645	72,745
3	69,045	70,145	71,245	72,345	73,445	74,545
4	70,845	71,945	73,045	74,145	75,245	76,345
5	72,645	73,745	74,845	75,945	77,045	78,145
6	74,719	75,819	76,919	78,019	79,119	80,219
7	76,855	77,955	79,055	80,155	81,255	82,355
8	79,055	80,155	81,255	82,355	83,455	84,555
9	81,472	82,572	83,672	84,772	85,872	86,972
10	84,200	85,300	86,400	87,500	88,600	89,700
11	87,024	88,124	89,224	90,324	91,424	92,524
12	89,947	91,047	92,147	93,247	94,347	95,447
13	92,972	94,072	95,172	96,272	97,372	98,472
<b>Off Guide</b>						
13a	93,613	94,713	95,813	96,913	98,013	99,113
13b	94,254	95,354	96,454	97,554	98,654	99,754
13c	94,895	95,995	97,095	98,195	99,295	100,395

# **SAC SALARY GUIDE**

2012-15  
Hamilton Twp. (Mercer)  
Salary Guide

Step	BA	MA
1	46,379	49,279
2	46,879	49,779
3	47,379	50,279
4	47,879	50,779
5	48,479	51,379
6	50,654	53,554
7	52,954	55,854
8	65,494	58,394

# **BUS DRIVERS**

Salary Guide

Step	YEAR	YEAR	YEAR
	1	2	3
	2012-13	2013-14	2014-15
1	29,929	30,527	31,138

## Field Maintenance and Warehouse Employees Salary Guides

<u>2011-12</u> <u>Salary</u>	<u>2012-2013</u> <u>Salary</u>	<u>2013-2014</u> <u>Salary</u>	<u>2014-2015</u> <u>Salary</u>
\$ 54,902	\$ 56,000	\$ 57,120	\$ 7/8 58,262
\$ 53,233	\$ 54,298	\$ 55,384	\$ 3/8 56,491
\$ 38,839	\$ 39,616	\$ 40,408	\$ 7/9 41,216
\$ 29,884	\$ 30,482	\$ 31,091	\$ 4/06 31,713
\$ 55,117	\$ 56,219	\$ 57,344	\$ 4/8 58,491
\$ 42,769	\$ 43,624	\$ 44,497	\$ 1/02 45,387
\$ 46,137	\$ 47,060	\$ 48,001	\$ 1/8 48,961
\$ 38,839	\$ 39,616	\$ 40,408	\$ 1/9 41,216
\$ 28,700	\$ 29,274	\$ 29,859	\$ 30,457
\$ 28,700	\$ 29,274	\$ 29,859	\$ 20/2 30,457
\$ 54,902	\$ 56,000	\$ 57,120	\$ 7/8 58,262
\$ 55,117	\$ 56,219	\$ 57,344	\$ 9/13 58,491
\$ 53,990	\$ 55,070	\$ 56,171	\$ 57,295
\$ 33,490	\$ 34,160	\$ 34,843	\$ 14/01 35,540
\$ 55,117	\$ 56,219	\$ 57,344	\$ 4/8 58,491
\$ 33,490	\$ 34,160	\$ 34,843	\$ 10/01 35,540
\$ 55,117	\$ 56,219	\$ 57,344	\$ 4/8 58,491
\$ 36,610	\$ 37,342	\$ 38,089	\$ 9/00 38,851
<b>Off</b>			
<b>Guide(List)</b>			
\$60,709	\$ 61,923	\$ 63,162	\$ 7/8 64,425
\$60,935	\$ 62,154	\$ 63,397	\$ 64,665

# CUSTODIANS YEAR 1

2012-13  
Hamilton Twp. (Mercer)  
Salary Guide

Step	15 1/2 hours	17 1/2 hours	19 1/2 hours	Cust	Head 2*	Head 1*
1	11,240	13,113	14,612	31,128	32,428	34,328
2	11,544	13,468	15,007	31,928	33,228	35,128
3	11,840	13,813	15,393	32,728	34,028	35,928
4	12,145	14,169	15,788	33,528	34,828	36,728
5	12,441	14,515	16,173	34,328	35,628	37,528
6	12,737	14,860	16,559	35,128	36,428	38,328
7	13,042	15,215	16,954	35,928	37,228	39,128
8	13,369	15,597	17,360	36,793	38,093	39,993
9	13,705	15,989	17,816	37,693	38,993	40,893
10	14,040	16,380	18,252	38,593	39,893	41,793
11	14,414	16,817	18,739	39,593	40,893	42,793
12	14,937	17,427	19,418	40,993	42,293	44,193
13	15,616	18,218	20,300	42,793	44,093	45,993
14	16,325	19,046	21,223	44,693	45,993	47,893
15	17,074	19,920	22,196	46,693	47,993	49,893
<b>Off Guide</b>						
15a	17,428	20,274	22,650	47,047	48,347	50,247

\*All Head 1 and Head 2 Custodians employed as of July 1, 2009, excluding Utility Custodians, salaries will be \$500 above the salary listed on the Custodian Salary Guide for Head 1 and Head 2.

## **CUSTODIANS YEAR 2**

### 2013-14 Hamilton Twp. (Mercer) Salary Guide

Step	15 1/2 hours	17 1/2 hours	19 1/2 hours	Cust	Head 2*	Head 1*
1	11,240	13,113	14,612	31,128	32,428	34,328
2	11,544	13,468	15,007	31,928	33,228	35,128
3	11,840	13,813	15,393	32,728	34,028	35,928
4	12,145	14,169	15,788	33,528	34,828	36,728
5	12,441	14,515	16,173	34,328	35,628	37,528
6	12,737	14,860	16,559	35,128	36,428	38,328
7	13,042	15,215	16,954	35,928	37,228	39,128
8	13,369	15,597	17,360	36,793	38,093	39,993
9	13,705	15,989	17,816	37,693	38,993	40,893
10	14,040	16,380	18,252	38,593	39,893	41,793
11	14,414	16,817	18,739	39,593	40,893	42,793
12	14,937	17,427	19,418	40,993	42,293	44,193
13	15,616	18,218	20,300	42,793	44,093	45,993
14	16,325	19,046	21,223	44,693	45,993	47,893
15	17,074	19,920	22,196	46,693	47,993	49,893

#### Off Guide

15a	17,428	20,274	22,560	47,047	48,347	50,247
15b	17,782	20,628	22,904	47,401	48,701	50,601

\*All Head 1 and Head 2 Custodians employed as of July 1, 2009, excluding Utility Custodians, salaries will be \$500 above the salary listed on the Custodian Salary Guide for Head 1 and Head 2.

# CUSTODIANS YEAR 3

2014-15

Hamilton Twp. (Mercer)

## Salary Guide

Step	15 1/2 hours	17 1/2 hours	19 1/2 hours	Cust	Head 2*	Head 1*
1	11,240	13,113	14,612	31,128	32,428	34,328
2	11,544	13,468	15,007	31,928	33,228	35,128
3	11,840	13,813	15,393	32,728	34,028	35,928
4	12,145	14,169	15,788	33,528	34,828	36,728
5	12,441	14,515	16,173	34,328	35,628	37,528
6	12,737	14,860	16,559	35,128	36,428	38,328
7	13,042	15,216	16,954	35,928	37,228	39,128
8	13,369	15,597	17,380	36,793	38,093	39,993
9	13,705	15,989	17,816	37,693	38,993	40,893
10	14,040	16,380	18,262	38,593	39,893	41,793
11	14,414	16,817	18,739	39,593	40,893	42,793
12	14,937	17,427	19,418	40,993	42,293	44,193
13	15,616	18,218	20,300	42,793	44,093	45,993
14	16,325	19,046	21,223	44,693	45,993	47,893
15	17,074	19,920	22,196	46,693	47,993	49,893

### Off Guide

15a	17,428	20,274	22,580	47,047	48,347	50,247
15b	17,782	20,628	22,904	47,401	48,701	50,601
15c	18,136	20,982	23,258	47,755	49,055	50,955

\*All Head 1 and Head 2 Custodians employed as of July 1, 2009, excluding Utility Custodians, salaries will be \$500 above the salary listed on the Custodian Salary Guide for Head 1 and Head 2.

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Effective 7-1-12 to 6-30-2015



**Educational Assistants 2012-13**

No guide movement however, \$901 is added each year 2012-13, 2013-14  
and 2014-15  
\$804 plus \$97 = \$901

Step	Zero Salary	30 credits Salary	60 credits Salary
1	\$19,532	\$19,802	\$20,072
2	\$20,032	\$20,302	\$20,572
3	\$20,532	\$20,802	\$21,072
4	\$21,032	\$21,302	\$21,572
5	\$21,982	\$22,252	\$22,522
6	\$22,972	\$23,242	\$23,512
7	\$24,072	\$24,342	\$24,612
8	\$25,272	\$25,588	\$25,812
9	\$26,572	\$26,842	\$27,112
10	\$27,972	\$28,242	\$28,512
11	\$29,472	\$29,742	\$30,012
12	\$31,102	\$31,372	\$31,642

Step	90 credits Salary	120/Degree Salary
1	\$20,342	\$20,612
2	\$20,842	\$21,112
3	\$21,342	\$21,612
4	\$21,842	\$22,112
5	\$22,792	\$23,062
6	\$23,782	\$24,052
7	\$24,882	\$25,152
8	\$26,082	\$26,352
9	\$27,382	\$27,652
10	\$28,782	\$29,052
11	\$30,282	\$30,552
12	\$31,912	\$32,182

## Educational Assistants 2013-14

No guide movement however, \$901 is added each year 2012-13, 2013-14  
and 2014-15  
\$804 plus \$97 = \$901

	Zero	30 credits	60 credits
Step	Salary	Salary	Salary
1	\$20,433	\$20,703	\$20,973
2	\$20,933	\$21,203	\$21,473
3	\$21,433	\$21,703	\$21,973
4	\$21,933	\$22,203	\$22,473
5	\$22,883	\$23,153	\$23,423
6	\$23,873	\$24,143	\$24,413
7	\$24,973	\$25,243	\$25,513
8	\$26,173	\$26,489	\$26,713
9	\$27,473	\$27,743	\$28,013
10	\$28,873	\$29,143	\$29,413
11	\$30,373	\$30,643	\$30,913
12	\$32,003	\$32,273	\$32,543

	90 credits	120/Degree
Step	Salary	Salary
1	\$21,243	\$21,513
2	\$21,743	\$22,013
3	\$22,243	\$22,513
4	\$22,743	\$23,013
5	\$23,693	\$23,963
6	\$24,683	\$24,953
7	\$25,783	\$25,053
8	\$26,983	\$27,253
9	\$28,283	\$28,553
10	\$29,683	\$29,953
11	\$31,183	\$31,453
12	\$32,813	\$33,083

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### **Educational Assistants 2014-15**

No grade movement however, \$901 is added each year 2012-13, 2013-14  
and 2014-15  
\$804 plus \$97 = \$901

Step	Zero	30 credits	60 credits
	Salary	Salary	Salary
1	\$21,334	\$21,604	\$21,874
2	\$21,834	\$22,104	\$22,374
3	\$22,334	\$22,604	\$22,874
4	\$22,834	\$23,104	\$23,374
5	\$23,784	\$24,054	\$24,324
6	\$24,774	\$25,044	\$25,314
7	\$25,874	\$26,144	\$26,414
8	\$27,074	\$27,390	\$27,614
9	\$28,374	\$28,644	\$28,914
10	\$29,774	\$30,044	\$30,314
11	\$31,274	\$31,544	\$31,814
12	\$32,904	\$33,174	\$33,444

Step	90 credits	120/Degree
	Salary	Salary
1	\$22,144	\$22,414
2	\$22,644	\$22,914
3	\$23,144	\$23,414
4	\$23,644	\$23,914
5	\$24,594	\$24,864
6	\$25,584	\$25,854
7	\$26,684	\$26,954
8	\$27,884	\$28,154
9	\$29,184	\$29,454
10	\$30,584	\$30,854
11	\$32,084	\$32,354
12	\$33,714	\$33,984

**LR/PG - 2012-2013**

LR/PG Ed Ass'ts move up step each year

LR/PG Ed Ass'ts at step 12 2011-2012 - to off guide 12a add'l \$150 for 2012-2013  
 - to off guide 12b add'l \$150 2013-2014 - to off guide 12c add'l \$150 for 2014-2015

LR/PG Ed Ass'ts at step 12 2012-2013 - to off guide 12a add'l \$150 for 2013-2014  
 - to off guide 12b add'l \$150 2014-2015

LR/PG at step 12 2013-2014 - to off guide 12a add'l \$150 for 2014-2015

	LR/PG Elementary	LR/PG Middle
	Salary	Salary
	\$5,665	\$5,945
1	\$5,765	\$6,045
2	\$5,865	\$6,145
3	\$5,965	\$6,245
4	\$6,069	\$6,349
5	\$6,206	\$6,486
6	\$6,337	\$6,617
7	\$6,481	\$6,761
8	\$6,681	\$6,961
9	\$6,931	\$7,211
10	\$7,231	\$7,511
11	\$7,551	\$7,831
12	\$7,701	\$7,981
off guide 12a		

**LR/PG - 2013-2014**

LR/PG Ed Ass'ts move up step each year

LR/PG Ed Ass'ts at step 12 2011-2012 - to off guide 12a add'l \$150 for 2012-2013  
 - to off guide 12b add'l \$150 2013-2014 - to off guide 12c add'l \$150 for 2014-2015

LR/PG Ed Ass'ts at step 12 2012-2013 - to off guide 12a add'l \$150 for 2013-2014  
 - to off guide 12b add'l \$150 2014-2015

LR/PG at step 12 2013-2014 - to off guide 12a add'l \$150 for 2014-2015

Step	LR/PG Elementary Salary	LR/PG Middle Salary
1	\$5,685	\$5,945
2	\$5,765	\$6,045
3	\$5,865	\$6,145
4	\$5,965	\$6,245
5	\$6,069	\$6,349
6	\$6,206	\$6,486
7	\$6,337	\$6,617
8	\$6,481	\$6,761
9	\$6,681	\$6,961
10	\$6,931	\$7,211
11	\$7,231	\$7,511
12	\$7,551	\$7,831
off guide 12a	\$7,701	\$7,981
off guide 12b	\$7,851	\$8,131

**LR/PG - 2014-2015**

LR/PG Ed Ass'ts move up step each year  
 LR/PG Ed Ass'ts at step 12 2011-2012 - to off guide 12a add'l \$150 for 2012-2013  
 - to off guide 12b add'l \$150 2013-2014 - to off guide 12c add'l \$150 for 2014-2015  
 LR/PG Ed Ass'ts at step 12 2012-2013 - to off guide 12a add'l \$150 for 2013-2014  
 - to off guide 12b add'l \$150 2014-2015  
 LR/PG at step 12 2013-2014 - to off guide 12a add'l \$150 for 2014-2015

Step	LR/PG Elementary Salary	LR/PG Middle Salary
1	\$5,665	\$5,945
2	\$5,765	\$6,045
3	\$5,865	\$6,145
4	\$5,965	\$6,245
5	\$6,069	\$6,349
6	\$6,208	\$6,488
7	\$6,337	\$6,617
8	\$6,481	\$6,761
9	\$6,681	\$6,961
10	\$6,931	\$7,211
11	\$7,231	\$7,511
12	\$7,551	\$7,831
off guide 12a	\$7,701	\$7,981
off guide 12b	\$7,851	\$8,131
off guide 12c	\$8,001	\$8,281

**Campus Monitors Salary Guides 2012-2015**

STEP	2012-13	2013-14	2014-15
1	20124	20124	20124
2	20624	20624	20624
3	21124	21124	21124
4	21624	21624	21624
5	22574	22574	22574
6	23564	23564	23564
7	24664	24664	24014
8	25210	25210	24964
8a	25864	25864	25864
9	27164	27164	27164
10	28564	28564	28564
11	30064	30064	30064
12	31694	31694	31694

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## **Cafeteria Operators**

### *Hamilton Twp Operators*

#### Salary Guide

Step	7hr	
1	28,627	0.0000
2	29,205	
3	29,795	

## **Cafeteria Hourly**

### *Hamilton Twp. (Mercer)*

#### Salary Guide

Step	Elem	Mid	HS	HS E	AIM
1	15.09	15.09	15.09	15.09	15.09
2	15.67	15.67	15.67	15.67	15.67
3	16.22	16.22	16.22	16.22	16.22

## **Purchasing Office Assistant**

### *Hamilton Twp. (Mercer)*

#### Salary Guide

Step	Purchasing
1	62,087