

AGREEMENT  
BETWEEN  
THE HILLSBOROUGH EDUCATION ASSOCIATION  
AND  
THE BOARD OF EDUCATION  
OF THE  
TOWNSHIP OF HILLSBOROUGH  
2005-2008

THIS AGREEMENT ENTERED INTO THIS \_\_\_th day of\_\_\_\_\_, BY AND BETWEEN THE HILLSBOROUGH EDUCATION ASSOCIATION, hereinafter called the "Association", AND THE BOARD OF EDUCATION OF THE TOWNSHIP OF HILLSBOROUGH, Somerset County, New Jersey, hereinafter called the "Board", to be effective July 1, 2005 and to continue in effect until June 30, 2008.

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**SECTION ONE**

General

Applies to All Recognized Employees

## ARTICLE 1

### RECOGNITION

1.1. Pursuant to Chapter 303, Laws of 1968, State of New Jersey Employer-Employee Relations Act, the Hillsborough Board of Education recognizes the Hillsborough Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all personnel whether under contract or on leave employed by the Board as included herein:

- a. Classroom Teachers
- b. Nurses
- c. Librarians
- d. Social Workers
- e. School Psychologists employed after June 30, 1991
- f. Supplemental Teachers
- g. Reading Teachers
- h. Home Instruction Teachers
- i. Learning Disability Specialists
- j. Occupational Therapists
- k. Physical Therapists
- l. Special Education Teachers
- m. Ten and Twelve Month Office Personnel
- n. Library Assistants
- o. Instructional Assistants
- p. Coaches
- q. Accounting Clerks
- r. Custodians
- s. Maintenance Personnel
- t. Pupil Transportation Drivers
- u. Mechanics
- v. Guidance Counselors
- w. Student Assistance Counselors
- x. Payroll Bookkeeper
- y. Data Entry Operator
- z. Head Bookkeeper
- aa. Clerical Assistants
- bb. Permanent School Aides
- cc. Speech Language Specialists

but excluding

- a. Superintendent



- b. Board Secretary-Business Administrator
- c. Assistant Superintendent
- d. Principals
- e. Vice-Principals
- f. Directors
- g. School Psychologists employed on or before June 30, 1991
- h. Board Office Supervisory Personnel
- i. Secretaries to Superintendent
- j. Secretary to Board Secretary-Business Administrator
- k. Supervisors
- l. Coordinators
- m. Secretary to Assistant Superintendent
- n. Personnel Assistant
- o. Clerk/Secretary to Personnel Assistant
- p. All other positions not listed as included

1.2. Unless otherwise indicated, reference to employees shall be deemed to include both male and female except where a context clearly limits the intent to one sex, and the words used in the singular shall include words in the plural as the text so requires. (Example: the provision for leaves of absence on account of pregnancy).

1.3. Definition of Full-Time Personnel (Custodial, Maintenance, and Transportation)

1.3.1. Unless otherwise indicated, the term "full-time personnel", who are represented by the Association in the negotiating unit as defined above, when used in this Agreement, shall refer to such persons steadily employed by the Board and who work not less than 40 hours per calendar week in the case of custodial and maintenance personnel, and in the case of pupil transportation drivers, those steadily employed on regularly scheduled routes, who work not less than 40 hours per calendar week.

1.4. Limited Benefits to Part-Time Transportation Personnel

1.4.1. Pupil transportation drivers, steadily employed by the Board on regular routes, who work less than 40 hours per calendar week shall be included in the negotiating unit for all purposes and shall receive prorated leaves of absence benefits and sick leave

benefits (based on 40-hour calendar week, under Articles 35 and 36 and insurance benefits subject to the conditions of Article 33).

## **ARTICLE 2**

### **AGENCY FEE**

- 2.1. Upon receipt of written authorization from the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the moneys collected to the Association once each month, not later than the 15th of the month.
- 2.2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.
- 2.3. Effective July 1, 1984, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.
- 2.4. The representation fee shall be in the amount permitted by law as certified to the Board by the Association. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the Association.

The Association may revise its certification of the amount of the representation fee prior to the start of each membership year to reflect changes in the Association membership dues, fees and assessments.

- 2.5. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- 2.6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4(2)(c) and (3) (L1979,c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions. The Association shall provide evidence of the existence of this system to the Board and to all non-Association members before any deductions are made.
- 2.7. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 2.8. The Association agrees that any moneys collected under provisions for Agency Fee shall be held in a special account by the Board of Education until such time as legal questions currently under consideration are decided.

### **ARTICLE 3**

#### **VANDALISM REIMBURSEMENT FUND**

- 3.1. The Board shall establish each year a fund of five hundred dollars (\$500.00) to be used to reimburse employees as authorized by the Superintendent for damage caused by vandalism committed on their cars while in school district parking facilities. At the end of each year, unused moneys (if there are any) will be continued in the fund, but only until the

fund reaches a maximum of one thousand dollars (\$1,000.00).

#### **ARTICLE 4**

##### **NEGOTIATION PROCEDURE**

- 4.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall be scheduled in accordance with the timetable established by the Public Employment Relations Commission during the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all recognized personnel under Article 1, Paragraph 1 and shall be reduced to writing, approved and signed by the Board and the Association.
- 4.2. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all records, data and information of the Hillsborough Township School District that are in the public domain.
- 4.3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. The full Board retains the right to ratify or reject any agreements reached during negotiations.
- 4.4. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined as Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

- 4.5. This Agreement shall not be modified in whole or in part unless both parties negotiate a mutually acceptable amendment to this Agreement. Said amendment shall be reduced to writing, be approved and be signed by the Board and the Association.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

- 5.1. Subject to the express provisions of the Agreement and in compliance with law, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education of the State of New Jersey, including, but not limited to, the following:
- 5.1.1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment;
  - 5.1.2. To hire, direct, promote, transfer, assign, and retain employees in positions within the school district, and to determine their qualifications and the conditions for their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
  - 5.1.3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
  - 5.1.4. To determine work schedules, the hours of work and the duties, responsibilities and assignments of employees with respect thereto;
  - 5.1.5. To take what actions as may be necessary to carry out the functions of the school district in emergency situations.

- 5.2. The Association agrees that it will not engage in any job action including withholding labor and services during the duration of this contract.

## ARTICLE 6

### MISCELLANEOUS

- 6.1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all 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 the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association as may be required by N.J.S.A. 34:13A-5.3.
- 6.1.1. The Board agrees that its employees shall have the right to freely organize, join, and support the Association and its affiliates and that it shall not discriminate against any employee on the basis of his involvement with the Association and its affiliates.
- 6.2. The Association President shall be excused from one duty period per day at the middle and high school levels or from forty non-instructional/non-assigned consecutive minutes per day at the elementary school/support staff levels for purposes of conducting Association business.
- 6.3. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, age, or sexual orientation.

## **SECTION TWO**

Applies to Classroom Teachers, Nurses, Librarians, Social Workers, Supplemental Teachers, Reading Teachers, Home Instruction Teachers, Learning Disability Specialists, Special Education Teachers, School Psychologists employed after June 30, 1991, Occupational Therapists, Physical Therapists, Coaches, Ten and Twelve Month Office Personnel, Library Assistants, Permanent School Aides, Instructional Assistants, Accounting Clerks, Guidance Counselors, Student Assistance Counselors, Clerical Assistants, Data Entry Operator, Payroll Bookkeeper, Head Bookkeeper and Speech Language Therapists.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.1. Definition:
- 7.1.1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision adversely affecting his terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated by the employee within twenty (20) calendar days of the time the employee knew or should reasonably have known of its occurrence.
- 7.2. General Conditions
- 7.2.1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 7.2.2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.
- 7.2.3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 7.2.4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 7.2.5. School days when used in this Article refer to days when school is in session, and during the summer, to



days when the Central Office is open for the transaction of business, whether or not students or employees are in scheduled attendance.

7.3. Right of Employees to Representation

7.3.1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.

7.3.2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.

7.4. Procedure

7.4.1. Level One - Any employee who has a grievance shall discuss it first with his Principal, or immediate superior, in an attempt to resolve the matter informally at that level.

7.4.2. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his grievance in writing to his Principal on the grievance forms provided. The Principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

7.4.3. Level Three - The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above, and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

The Superintendent shall communicate his decision in writing to the employee and the Principal.

7.4.4. Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

7.4.5. Level Five - No claim by an employee shall constitute a grievance matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any existing by-laws of the Board of Education; or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone; (e) any complaint of a non-tenure employee which arises by reason of his not being reemployed. However, a non-tenure employee shall have the right to a hearing before the Board of Education, wherein a decision shall be rendered to the non-tenure employee forthwith (due process shall be adhered to by the parties); (f) or a complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. However, in all situations, due process shall be guaranteed.

If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made in writing to the Superintendent no later than two calendar weeks after receipt of

the decision of the Board of Education. An employee, in order to process his grievance beyond Level Four, must have his request for such action accompanied by the written recommendation for such action by the Association. Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administration or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

7.5. Procedure for Securing the Services of an Arbitrator.

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

7.5.2. A request will be made to the Public Employment Relations Commission ("PERC") to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

7.5.3. If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

7.5.4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding to the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

7.6. Miscellaneous

7.6.1. Forms pertaining to the filing of grievances shall be prepared jointly by the Association and Superintendent, and shall require the employee to specify the exact nature of the alleged misinterpretation, misapplication, or violation of

the Board policy, this Agreement, or administrative decision adversely affecting his terms and conditions of employment. Forms shall require the employee to identify the specific provisions of this Agreement or principal areas that allegedly were violated and how they were violated. Further, the forms shall require the employee to specify the exact remedy sought. See Schedule A.

- 7.7. Costs
- 7.7.1. Each party shall bear the total cost incurred by itself.
- 7.7.2. The fees and expenses of the arbitrator shall be paid by the losing party.
- 7.8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 7.9. No employee shall be disciplined without just cause.

## **ARTICLE 8**

### **SCHOOL CALENDAR**

Parties agree to:

- 8.1. Representatives of the Association are to meet with the Superintendent at a time prior to formal acceptance of the school calendar for the subsequent school year(s). At that time the Superintendent will consult with the representatives of the Association on the specifics of the school calendar.
- 8.2. The teacher in school work year will be one hundred eighty-five (185) days long. New teachers will be required to attend additional orientation days as provided for by the Board, as existed in prior practice.
- 8.3. The Board reserves the right to make modifications in the school calendar, after consultation with the Association. The Board further reserves the right to terminate school in the event of an emergency without prior consultation with the Association.

## ARTICLE 9

### TEACHING HOURS AND TEACHING LOAD

- 9.1. Teachers will be required to report to work five (5) minutes before the scheduled arrival of the first bus in the morning. The teacher working day will end five (5) minutes after the scheduled departure of the last bus in the afternoon. The teacher will continue to perform in a professional manner as currently practiced.
- In case of an emergency delay or unusual circumstance in the arrival of one or more buses, the Principal may require the number of teachers he deems necessary to remain with the pupils to provide the necessary supervision until the buses arrive.
- 9.2. High school teachers will receive at least five conference/preparation periods per week except in cases of emergency.
- 9.3. Effective July 1, 1999, the daily work time for elementary teachers shall be increased by twenty (20) minutes of instructional time. Elementary teachers will receive approximately the same gross preparation time per week as afforded them in past practice.
- 9.4. Faculty meetings will be scheduled when determined to be necessary by the Principal.
- 9.4.1. The number of faculty/departmental meetings shall be limited to four (4) meetings per month and every effort shall be made to schedule faculty meetings on Mondays, with at least forty-eight (48) hours notice, unless there is an emergency. Attendance at committee meetings will be on a voluntary basis.
- 9.4.2. The Administration will make every effort to begin meetings no later than twenty (20) minutes after dismissal of the students, provided, however, that nothing contained herein shall prohibit the Administration from scheduling meetings before the day begins, consistent with past practice.
- 9.5. It is a professional responsibility of the professional staff to take part in all study groups

as requested by the administration provided that assignments to such committee shall be on a fair and impartial basis.

- 9.6. In the event of an emergency during the teaching day or at the close of the teaching day during which students are ordered out of the building (e.g. bomb threat, fire, fire drill), the teachers shall remain to assist in the control of the students as long as the students remain on the school premises.
- 9.7. Elementary teachers shall receive, on a daily basis, a duty-free lunch period of at least forty (40) minutes, unless the lunch period allotted to pupils is less than forty (40) minutes, due to such items as half-day session, delayed opening or early dismissal, in which case the teachers shall receive the same amount of time as the pupils.
- 9.8. Sixth Instructional Period
  - 9.8.1. The Board may assign a sixth instructional period to high school teachers who volunteer for a sixth period teaching assignment.
  - 9.8.2. Compensation for the sixth instructional period shall be paid to the high school teachers on a per diem basis in the amount of one-fifth (1/5) of the teachers' respective daily base salaries for actual periods worked.
  - 9.8.3. The parties understand and agree that any high school teacher who ceases to teach six periods per day as part of his or her regular teaching load in any year will cease to receive the benefits described herein and shall receive the compensation level that would apply if said teacher had not been carrying a six-period teaching load in that year.
  - 9.8.4. The parties understand and agree that neither the receipt of the benefits described herein, nor the fact that a high school teacher is teaching or has taught a sixth period per day will have any effect on that teacher's step level assignment, entitlement to seniority, entitlement to tenure, or entitlement to assignment or any other right or benefit that may be available to employees of the Board.

- 9.8.5. High school teachers who agree to mentor an Independent Study Enrichment Course shall be compensated according to the home instruction rate set forth in Article 20.9 for those hours approved by the principal.
- 9.9. Seventh Instructional Period
- 9.9.1. The Board may assign a seventh instructional period to middle school teachers who volunteer for a seventh period teaching assignment.
- 9.9.2. Compensation for the seventh instructional period shall be paid to the middle school teachers on a per diem basis in the amount of one sixth (1/6) of the teachers' respective daily base salaries for actual periods worked.
- 9.9.3. The parties understand and agree that any middle school teacher who ceases to teach seven periods per day as part of his or her regular teaching load in any year will cease to receive the benefits described herein and shall receive the compensation level that would apply if said teacher had not been carrying a seven-period teaching load in that year.
- 9.9.4. The parties understand and agree that neither the receipt of the compensation described herein, nor the fact that a middle school teacher is teaching or has taught a seventh period per day will have any effect on that teacher's step level assignment, entitlement to seniority, entitlement to tenure, or entitlement to assignment or any other right or benefit that may be available to employees of the Board.

## **ARTICLE 10**

### **TEACHER ASSIGNMENT**

- 10.1. All teachers shall be given a tentative, written notice of their salary schedules, K-12 subject and building assignment and K-6 assignments for the forthcoming year by June 15, but in no case later than two days prior to the close of school.

- 10.2. The Superintendent shall notify all newly appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than June 30. This does not apply to teachers who are unassigned.
- 10.3. In the event that changes in such schedules, subject assignments, and/or building assignments are proposed after the deadline date as specified in paragraphs 10.1 and 10.2 above, any teacher affected shall be notified in writing and upon request of the teacher the changes shall be reviewed between the Superintendent or his designee and the teacher affected.
- 10.4. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with the provisions of Article 20, Section 8.

## **ARTICLE 11**

### **TRANSFERS AND REASSIGNMENTS**

- 11.1. Voluntary Transfers and Reassignments
- 11.1.1. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference if there is a vacancy foreseen as of that date.
- 11.2. Involuntary Transfers and Reassignments
- 11.2.1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than May 20.



**ARTICLE 12**

**PROMOTIONS**

- 12.1. Notice of all open positions (except those of classroom teachers) in the Hillsborough Schools shall be posted in all schools and sent to the Hillsborough Education Association President. The posting notice shall set forth qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) calendar days after the date of the notice. No permanent appointment to the position posted shall be made until twenty (20) calendar days after the posting notice has been issued.
- 12.2. Employees who desire to apply for a promotional position which may be filled during the summer months, when school is not in session, shall submit their names to the Superintendent, together with the positions for which they wish to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they wish to apply. Employees interested in applying for the positions shall do so within fifteen (15) calendar days of the date of such notification. No appointment shall be made until twenty (20) calendar days after the date of such notification.

**ARTICLE 13**

**TEACHER EVALUATION**

- 13.1. A non-tenured teacher shall be given a copy of any class observation report or annual evaluation report prepared by his evaluators in accordance with the applicable provisions of Title 6. No written notice shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without an opportunity for prior conference being afforded to the teacher. After this conference, the teacher shall be permitted five (5) school days in which to make written comments on the observation report or evaluation report before signing the form. No

teacher shall be required to sign a blank or incomplete evaluation form. If the teacher refuses to sign material to be filed, the teacher shall notify the Association President of such action, and said material shall be filed, signature notwithstanding.

- 13.2. A teacher shall have the right, upon request, to review the contents of his personnel file, with the exception of references and recommendations that were made by previous employers. A teacher shall be entitled to have one of his colleagues accompany him during such review.
- 13.3. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within thirty (30) calendar days and his answer shall be received by the Superintendent or his designee and attached to the file.
- 13.4. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be related to the teacher and he shall be given an opportunity to respond to and/or rebut such a complaint.
- 13.5. Supervisory reports on teacher performance shall include, but not be limited to:
  - 13.5.1. Strengths of the teacher as evidenced during the time observed.
  - 13.5.2. Improvements noticed since the previous report.
  - 13.5.3. Weaknesses of the teacher or of the procedures used during the time observed.
  - 13.5.4. Specific suggestions as to measures which the teacher might take to improve his performance in

each of the areas wherein weaknesses have been indicated.

- 13.6. Such supervisory reports should be provided for non-tenured teachers at least four (4) times a year; the first no later than December 15, and the last not later than April 1.

## **ARTICLE 14**

### **SICK LEAVE**

- 14.1. All ten-month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Twelve-month employees shall be entitled to fourteen (14) sick leave days. Unused sick days shall be accumulated from year to year with no maximum limit.
- 14.2. Employees who begin employment after September 1, will have their sick leave prorated.
- 14.3. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.
- 14.4. Sick Leave Bank
- 14.4.1. The Sick Leave Bank will be operated by Trustees made up of officers of the Association.
- 14.4.2. Any Association member may voluntarily join the Bank who is willing to contribute two (2) of his/her personal sick days to the Bank during the enrollment period to be determined by the Trustees from time to time when the Trustees determine the Bank so requires. Said enrollment period shall be from September 1 to September 30 of any school year. New Association members must apply within thirty (30) days of initial employment. The value of each day contributed by a member shall be \$134 and shall be deducted from the maximum amount an employee is entitled to be paid under Article 21.1.2.
- 14.4.3. Participation withdrawal from the Bank may be at any time after donation. Said individual may not withdraw his/her donated sick days. Withdrawal must be done in writing.

- 14.4.4. Individuals may withdraw Bank days from the Bank only after all personal sick days have been used and withdrawal is authorized by the Trustees of the Association and approved by the Board.
- 14.4.5. Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Trustees.
- 14.4.6. Beginning each school year, an individual unable to return to active duty who is entitled to annual sick leave must draw from his/her annual sick leave accumulation before reapplying to the Bank.
- 14.4.7. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
- 14.4.8. If, in the judgment of the Trustees, the employee qualifies, the Trustees shall submit the request to the Board of Education. If the Board agrees with the Trustees, the Board will arrange payment to the employee. If the Board rejects the request, the Board will notify the Trustees of the Bank.
- 14.4.9. A contributor will be entitled to withdraw up to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18:30-6 will apply when Sick Leave Bank days have been exhausted.
- 14.4.10. Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.
- 14.4.11. The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance procedure of the Agreement.
- 14.4.12. The cost of the substitute or the estimated cost of the substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/200th of the annual salary.

- 14.4.13. The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.

## ARTICLE 15

### LEAVES OF ABSENCE

- 15.1. Extended Leaves of Absence Without Pay
- 15.1.1. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such programs, or accepts a Fulbright Scholarship. Note: This must be a bona fide teaching assignment and will be granted at the discretion of the Superintendent.
- 15.1.2. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university. Such leave is subject to the approval of the Superintendent, and may be renewed.
- 15.1.3. Military leave up to three (3) years without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of such induction or initial enlistment.
- 15.1.4.1. Any tenured teacher or any teacher who has been or would have been recommended for tenure, may request a child care leave by applying to the Board of Education for said leave ninety (90) calendar days before the day on which said leave is to commence. Said teacher must supply the Board with the date on which said leave is to commence and the date on which he/she expects to return to work. If an employee begins a child care leave prior to January 1, the leave may extend only to the remainder of the school year in which it was granted. If the child care leave commences after January 1, the leave must terminate no later than June 30 of the following

school year. Said dates may be further extended or reduced for medical reasons upon application by the teacher to the Board together with a certificate from her physician in support thereof. Said child care leave is to be without pay. The Board may change the requested dates upon finding that the grant of a leave for those days would substantially interfere with the administration of the school, provided that such date changes by the Board if any, are not medically contraindicated.

- 15.1.4.2. A pregnant employee may work until any time before the expected birth, provided that her ability to work effectively is not impaired due to her pregnancy, and, at the discretion of the Superintendent, the employee's requested date of leave commencement does not interfere with the continuity of her duties. Sick leave pay may be applied to that period during the leave of absence which qualifies as medical disability due to pregnancy or childbirth. The Board may require certificates from the employee's physician and the Board's physician as to her physical ability to continue working during the period of pregnancy. In the event that the employee's physician and the Board's physician disagree as to her physical ability to fulfill her duties, the Board may request expert consultations, in which case, the Somerset County Medical Society shall appoint an impartial third physician whose medical opinion shall be conclusive and binding. Such examinations shall be conducted expediently and without undue delay. The expense of such third examination shall be shared equally by the employee and the Board.
- 15.1.4.3. Any tenured teacher or any teacher who has been or would have been recommended for tenure adopting an infant child may receive leave similar to a natural parent which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.
- 15.1.4.4. Any employee on child care leave shall have the opportunity to substitute, if qualified.
- 15.1.4.5. The Board will comply with the provisions of the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA).

Upon written request at least thirty (30) days in advance, whenever possible, the Board will grant leave pursuant to FLA or FMLA to eligible employees. (Eligibility criteria will be centrally posted in each work location.)

- 15.1.5. A leave of absence without pay of up to one (1) year may be granted to an employee for the purpose of caring for a sick member of the immediate family at the discretion of the Board, upon recommendation of the Superintendent. Additional leave may be granted at the discretion of the Board, upon recommendation of the Superintendent. The employee shall apply for readmission by February 1, prior to the school year in question.
- 15.1.6. Other leaves of absence without pay may be granted by the Board for good reason.
- 15.1.7. Upon return from leave granted pursuant to Paragraph 15.1.1, 15.1.2, and 15.1.3, an employee shall be considered as if he were actively employed by the Board during leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee does not receive increment credit for time spent on a leave granted pursuant to Paragraph 15.1.4, 15.1.5, and 15.1.6, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. To be eligible for increment credit, the employee must have worked at least one half of the preceding contractual year.
- 15.1.8. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return to work.
- 15.1.9. All extensions or renewals of leaves shall be applied for in writing by February 1 and shall be answered within one (1) month or sooner if possible.

- 15.2. Temporary Leaves of Absence With Full Pay
- 15.2.1. Employees shall be entitled to the following non-accumulative leaves of absence with full pay each school year.
- 15.2.2. Two (2) days personal leave without reason shall be granted, as authorized by the Superintendent, for matters which require absence from work. Application to the Superintendent for personal leave shall be made at least five (5) work days before such leave is to be taken. One (1) of the two (2) personal days, however, may be used for a personal emergency without the five (5) work days notice with the approval of the Superintendent. If the anticipated absentee rate on any given day may exceed five percent (5%) of the entire staff, then requests for personal days shall be granted on a first-come first-serve basis, up to the maximum five percent (5%). If not taken, personal leave shall be added to the sick leave bank for retirement, provided that the number of days does not exceed the fifteen (15) day statutory maximum.
- A check sheet prepared by the Superintendent will be made available for taking personal/emergency days. Employees will complete the check sheet and forward it, through the Principal, to the Superintendent for approval according to the terms of this Agreement.
- 15.2.2.1. Personal leave on days immediately preceding or following scheduled school holidays may be granted only for extenuating circumstances at the discretion of the Superintendent.
- 15.2.3. Provision may be made for excused absences for the purpose of visiting other schools or attending meetings or conferences of an educational nature by applying to the Superintendent. This leave may be granted at the discretion of the Superintendent.
- 15.2.4. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding for which the employee has been subpoenaed to attend will be granted upon request by the employee who will give reasonable notice.



15.2.5.        Emergency Days:

15.2.5.1.     In the case of emergency, notification shall be given orally to the Superintendent/principal/tape with written request to be submitted through the principal upon the employee's return to work.

15.2.5.2.     Up to a maximum of five (5) days during one school year in the event of the death of an employee's spouse, brother, sister, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, step-sibling, and any other member of the immediate household. Of these five (5) days no more than three (3) days may be used for the above named persons in the event of a serious injury or illness.

15.2.5.3.     Additional leave may be applied for in accordance with 15.2.5. Employees may be granted, at the discretion of the Superintendent, up to two (2) days during one school year in the event of the death of a friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee in the Hillsborough School District, the Superintendent, may, at his discretion, grant to an appropriate number of employees sufficient time off to attend the funeral.

15.2.6.        Other leaves of absence with pay may be granted by the Board for good and sufficient reason.

15.3.         Temporary Military Leaves of Absence

15.3.1.        A temporary leave of absence shall be granted to persons called into active duty for two weeks or less during any one calendar year in any unit of the U.S. Reserves, or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

15.3.2.        Any employee who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective

duty without loss of pay or time on all days on which he shall be engaged in field training.

## ARTICLE 16

### SABBATICAL LEAVES

- 16.1. A sabbatical leave shall be granted to a teacher by the Board for graduate study and/or reasons of value to the school system as determined by the Board. Study shall be on a full time basis through an accredited college or university, as considered to be on a full time basis by that college or university. Sabbatical leaves shall be subject to the following conditions.
  - 16.1.1. The teacher has completed at least seven (7) full school years of service in the Hillsborough School District.
    - 16.1.1.1. A teacher may not be granted a sabbatical leave more often than once every seven (7) years.
    - 16.1.1.2. A sabbatical leave may be granted for travel contingent on educational value as determined by the Superintendent.
  - 16.1.2. The Board will assume fifty percent (50%) of the teacher's salary on the level he would be on.
    - 16.1.2.1. Salary payments will be made on the same basis as regular staff payroll, unless a request is made for payment at less frequent intervals. In no event, shall such payment be advanced. Payments may be made monthly, quarterly, semi-annually, or annually without interest.
  - 16.1.3. If there are sufficient qualified applicants, sabbatical leaves may be granted, upon recommendations of the Superintendent, to three (3) teachers, but not to more than one (1) teacher in a grade/subject/department in each school. In the event that more than three (3) qualified teachers in the District or more than one (1) qualified teacher in a grade/subject/department in each school apply for sabbatical leave, it shall be at the sole

discretion of the Superintendent to determine which applications shall be recommended to the Board.

- 16.1.4. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Board no later than February 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- 16.1.5. The Board shall continue pension payment based upon the salary received by the teacher under the terms of this Article and shall continue all existing medical insurance coverage provided, however, that the Board shall not be obligated to pay more for the benefits described herein than would have been required if the teacher had not been on sabbatical leave.
- 16.1.6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- 16.1.7. The teacher, upon completion of such leave, shall remain as an employee with the Hillsborough School District for a period of no less than two (2) years. In default thereof, the teacher shall reimburse the District those moneys received in payment under the terms of this Article in proportion to that amount of the required two (2) year period not spent within the Hillsborough School District. A written agreement to this effect shall be entered into by both parties.

## **ARTICLE 17**

### **SUBSTITUTES**

- 17.1. The Board will endeavor to provide to the best of its ability, qualified substitutes for special teachers. If this cannot be done, the individual K-5 teacher will be required to assume the responsibility of the class or, in the case of the high school and middle school, a teacher will be

required to take over that particular area of responsibility.

## ARTICLE 18

### PROFESSIONAL IMPROVEMENT

- 18.1. Upon successful completion of courses for which graduate or in-service credits have been granted, authorized in advance, whenever possible, by the Superintendent, and granted at an institution of higher learning recognized by the State of New Jersey, the Board will reimburse tuition costs up to fifteen (15) credits per year per teacher, or up to thirty (30) credits per year per teacher involved in full-time study during approved sabbatical leave. Reimbursement per graduate course will not exceed tuition costs of the New Jersey State Colleges or State University. The teacher must possess a New Jersey Standard or Permanent Teaching Certificate in the area of his current teaching assignment to be eligible.
- 18.2. Compensation shall be available for expenses incurred in attendance at workshops, seminars, conferences, authorized in advance by the Superintendent, and pursuant to 15.2.3 under Temporary Leaves of Absence for:
  - 18.2.1. Registration Fee;
  - 18.2.2. Mileage in accordance with the provision of Article 20, paragraph 20.8.
  - 18.2.3. Meals;
  - 18.2.4. Lodging, if necessary
  - 18.2.5. Receipts for all authorized expenses must be submitted to the Superintendent in order to be reimbursed for those expenses.
- 18.3. The Board shall work cooperatively with the local Professional Development Committee so that one of the District's professional development days may be eligible for credit to the teachers' state mandated continuing education requirement.

- 18.4. Noncertificated employees may attend continuing education programs that are offered for all employees by the Board at no cost to the employee.
- 18.5. Mentor Teachers
  - 18.5.1. The Board will accept applications throughout the year from all teachers interested in mentoring.
  - 18.5.2. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the position.
  - 18.5.3. The eligibility of teachers applying to serve as mentor teachers shall be based upon the criteria set forth in N.J.A.C. 6:11-14.5(a)(1).
  - 18.5.4. Mentor teachers shall receive appropriate training prior to beginning mentoring assignments.
  - 18.5.5. Mentor teachers shall be selected from qualified volunteers whenever possible.
  - 18.5.6. Mentor teachers shall not be responsible for any of the following duties:
    - 18.5.6.1. Direct or indirect evaluations of the provisional/alternate route teacher;
    - 18.5.6.2. Completing notes regarding the provisional/alternate route teacher, except as required by law.
  - 18.5.7. Mentor teachers shall maintain a confidential relationship with the provisional/alternate route teacher. Mentor teachers shall not share any notes taken regarding the provisional/alternate route teacher with a third party unless permission is directly granted by the provisional/alternate route teacher.
  - 18.5.8. The parties agree that any teacher who mentors a first year teacher who is required to be mentored by the State shall be compensated by the Board at the annual prorated amount of Five Hundred Fifty Dollars (\$550).
  - 18.5.9. No teacher shall involuntarily serve as a mentor unless tenured by the Board of Education.

- 18.5.10. Such training may be scheduled during the regular work day.

## **ARTICLE 19**

### **SUBCONTRACTING**

- 19.1. The Board will notify the Association in advance of its intention to subcontract any of the jobs currently held by the Association members and agrees to meet with the Association to discuss its consideration of subcontracting and to allow the Association to express its position and to offer alternatives.

## **ARTICLE 20**

### **SALARIES AND INSURANCE**

- 20.1. The salaries of all teachers covered by this Agreement are set forth in Schedule C for the years of 2005-2006, 2006-2007 and 2007-2008, which is attached hereto and made a part hereof. Any teacher's position on said guides may be adjusted laterally twice per year, on September 1 and February 1. A teacher shall be eligible for such lateral movement upon presenting evidence to the Superintendent before September 1 or February 1, if possible, that the number of graduate course credits as specified in the appropriate salary guide has been earned. In addition to the amounts reflected on the salary guides, longevity in the amount of \$3,500.00 shall be added to all teachers' pensionable salaries after twenty (20) years experience, ten (10) of which are in the District. A longevity increment in the amount of \$6,500.00 shall be added to all teachers' pensionable salaries after twenty-five (25) years experience, fifteen (15) of which are in the District, while a longevity increment in the amount of \$12,500.00 shall be added to all teachers' pensionable salaries after thirty (30) years experience, twenty (20) of which are in the District.
- 20.1.1. For example, teachers with twenty (20) years of experience, ten (10) of which are in the District,

shall receive a salary of Step 20 at his/her level of education plus \$3,500.00. Teachers with twenty-five (25) years of experience, fifteen (15) of which are in the District, shall receive a salary of Step 20 at his/her level of education plus \$6,500.00. Teachers with thirty (30) years of experience, twenty (20) of which are in the District, shall receive a salary of Step 20 of his/her level of education plus \$12,500.00.

- 20.2. Employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- 20.3. Employees employed on a ten month basis may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday of the work year, providing the employee submits written notice on or before May 1; otherwise, he will be paid on the first pay day in July and August. Interest on these funds shall be paid to the Ralph Juppe Scholarship Fund.
  - 20.3.1. Employees may individually elect to have deducted from their monthly salary specified amounts to be contributed to (invested in) the Teachers' Credit Union.
- 20.4. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- 20.5. Ten-month employees shall receive their final checks and the pay schedule for the following year by the last working day.
- 20.6. The Board shall provide the health-care insurance protection designated hereinafter.
  - 20.6.1. Of the cost of coverage for hospital room and board and miscellaneous costs, maternity costs and surgical costs, the Board shall pay one hundred (100%) percent of the premium for recognized persons hired before July 1, 1996 and any dependents of said recognized persons. Employees hired for July 1, 1996 or thereafter will receive Board paid health insurance at the Point of Service ("POS") rate for the first three (3) years of employment. During the

employee's first three years of employment, said employee may elect coverages under the indemnity plan with the employee paying the difference between the POS rate and the indemnity plan rate. After the first three years of employment, an employee may elect any of the coverages offered by the Board with no premium cost to the employee. Employees hired for July 1, 2003 or thereafter will receive Board paid health insurance in the POS plan only and they shall not have the option to "buy-up" or elect any of the other coverages offered by the Board. Effective July 1, 2005, employees enrolled in the Traditional health insurance plan shall annually contribute four hundred seventy-five (\$475.00) dollars to the cost of the premium for said plan through payroll deductions.

20.6.2. Of the cost of coverage for out-patient laboratory fee, technician's expenses, therapy treatment and major medical, the Board shall pay one hundred (100%) percent of the premium for recognized persons hired before July 1, 1996 and any dependents of said recognized persons. Employees hired for July 1, 1996 or thereafter will receive Board paid health insurance at the POS rate for the first three (3) years of employment. During the employee's first three years of employment, said employee may elect coverages under the indemnity plan with the employee paying the difference between the POS rate and the indemnity plan rate. After the first three years of employment, an employee may elect any of the coverages offered by the Board with no premium cost to the employee. Employees hired for July 1, 2003 or thereafter will receive Board paid health insurance in the POS plan only and they shall not have the option to "buy-up" or elect any of the other coverages offered by the Board.

20.6.3. Of the costs of coverage for dental treatment, the Board shall pay one hundred (100%) percent of the premium. Effective January 1, 2006, the deductible under the dental benefits is seventy-Five (\$75.00) dollars per calendar year, individual and family. Said coverage shall basically provide for the following, although more particularly set forth in the appropriate policy:



One Thousand Five Hundred (\$1,500.00) Dollar maximum coverage per year; eighty (80%) percent payment for inlays, gold fillings, crowns and precision attachments for dentures; one hundred (100%) percent payment for all other necessary and reasonable dental expenses; One Thousand Two Hundred (\$1,200.00) Dollars lifetime orthodontic benefit with 50% coinsurance.

20.6.4. The deductible under the major medical benefits is One Hundred (\$100.00) Dollars individual, Two Hundred (\$200.00) Dollars family. The lifetime maximum under the major medical portion of the group insurance policy shall be One Million (\$1,000,000.00) Dollars.

20.6.5. Effective July 1, 2005, the Board shall pay one hundred percent (100%) of the premium cost for employees and their eligible dependents for an optical plan provided that such employees are enrolled in either the Point of Service or Direct Access health insurance plan. Employees enrolled in the Traditional health insurance plan may purchase the optical plan at the rate of \$108 per year. The optical plan shall provide a ten (\$10.00) dollar co-pay for examinations and a twenty-five (\$25.00) dollar co-pay for lenses and frames.

20.7. Selection of Carrier/Change in Coverage.

20.7.1. The Board shall have the right to select the insurance carrier but shall at all times maintain insurance coverage substantially equal to the coverages presently in existence.

20.7.2. Prior to making any change in carrier or coverage, the Board shall review the said change with the Association.

20.8. Recognized persons shall be compensated at the Internal Revenue Service allowance for any school related travel in the employee's vehicle which the Superintendent or his/her designee requires.

20.9. Teachers shall receive compensation at the rate of \$39.26 for any home instruction and for curriculum development authorized by the Board through the Superintendent during the term of this Agreement.

- 20.9.1. A teacher who attends a scheduled home instruction session shall receive no less than one hour's payment even if the student fails to attend such session.
- 20.10. Effective July 1, 2003, the Board will provide Section 125 plans for the Association membership.
- 20.10.1. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
- 20.10.2. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (June 30) will be returned to the Board. The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
- 20.10.3. A benefits waiver plan will be made available to any employee who desires to waive their medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive their medical benefits must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The cash incentive to be

provided to any employee waiving their insurance is Two Thousand Five Hundred Dollars (\$2,500) for medical benefits and Three Hundred Dollars (\$300) for dental benefits, which shall be prorated for any employee who is employed for less than a full work year. The annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

## **ARTICLE 21**

### **TEACHER RETIREMENT PLAN**

- 21.1. Any teacher who retires from the School District with twenty (20) or more years of service in this District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated sick leave subject to the following procedures.
  - 21.1.1. Notice of intention to retire shall be submitted to the Superintendent of Schools at least two (2) months before the final budget involving the year of retirement; and
  - 21.1.2. Accumulated sick leave under the Agreement formula shall be capped at the maximum amount a teacher is entitled to on June 30, 1999 or \$13,500.00, whichever is greater.

## **ARTICLE 22**

### **OFFICE PERSONNEL**

- 22.1. Classification
  - 22.1.1. Ten (10) month office personnel to include:
    - 22.1.1.1. Secretary to Building Principals and Vice Principals

- 22.1.1.2. Secretary to Child Study Team
- 22.1.1.3. Guidance Secretary
- 22.1.1.4. Secretary to Curriculum Department
- 22.2. Twelve (12) month Office Personnel to include:
  - 22.2.1. Secretary to Buildings and Grounds Department
  - 22.2.2. Secretary to Transportation Department
  - 22.2.3. Secretary to High School Administrators
  - 22.2.4. Secretary to Purchasing Department
- 22.3. Central Office Personnel
  - 22.3.1. Head Bookkeeper
  - 22.3.2. Payroll/Bookkeeper
  - 22.3.3. Accounting Clerk
  - 22.3.4. Data Entry Operator
- 22.4. Contracts
  - 22.4.1. Ten (10) month office personnel will report to work five (5) working days prior to the new teachers orientation and shall be paid for these days, pro rata, based on annual salary.
- 22.5. Work Schedule
  - 22.5.1. Ten (10) month office personnel shall have a similar work schedule as teachers during actual school operation, except as modified in this Agreement.
- 22.6. Work Week
  - 22.6.1. A work week shall consist of thirty-five (35) hours per week with straight time up to forty (40) hours.
  - 22.6.2. The duration of the lunch period will be at the discretion of the Building Principal or of the immediate supervisor, with the approval of the Superintendent. But in no case will the lunch period exceed one (1) hour in duration.

- 22.7. Overtime Schedule
  - 22.7.1. Time and a half (1 1/2) shall be paid for work in excess of forty (40) hours.
  - 22.7.2. Double time (2x) shall be paid for work on Sundays or on holidays specified in the school calendar.
- 22.8. Other Benefits
  - 22.8.1. No office personnel who are included in the negotiations unit shall be required to report to work and/or are excused from reporting to work when school is closed because of inclement weather.
  - 22.8.2. All office personnel shall on days of emergency closing be allowed to leave their posts five (5) minutes after the last bus leaves their individual school building. Central office personnel follow the same schedule as the middle school.
  - 22.8.3. Any office personnel, bookkeeper, data entry operator, or accounting clerk who retires from the School District with fifteen (15) or more years of service in this District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of Article 21, paragraphs 21.1.1.
  - 22.8.4. Accumulated sick leave under the Agreement formula shall be capped for all support staff at the maximum amount the employee is entitled to on June 30, 1999 or \$10,000.00, whichever is greater.
  - 22.8.5. Ten month secretaries and clerks shall receive advance notice of summer work. If hired, secretaries shall be paid at their annual salary on a pro-rata basis while clerical positions will be paid at the posted rate. Effective beginning with the summer of 2006, secretaries and clerks shall have the right of first refusal for summer work.
- 22.9. Salary Guide  
(See Schedule "D" for years 2005-2006, 2006-2007 and 2007-2008)

- 22.10. Vacations for twelve-month office personnel
- 22.10.1. All vacations shall be determined from the anniversary date of employment. Vacations shall be taken during July and August; however, all vacations shall be at the discretion of the Superintendent and shall be determined as follows:
- 22.10.2. First year: One (1) day for each month of service up to a maximum of ten (10) days.
- 22.10.3. One (1) year of service, ten (10) working days.
- 22.10.4. After five (5) years of service, fifteen (15) working days shall be granted.
- 22.10.5. After fifteen (15) years of service, one (1) additional day of vacation shall be added to the fifteen (15) working days for each year up to seventeen (17) years of service.
- 22.10.6. At seventeen (17) years of service, twenty (20) working days of vacation shall be granted.
- 22.10.7. At seventeen (17) years of service, one (1) additional day of vacation shall be added to the twenty (20) working days for each year up to twenty-two (22) years of service.
- 22.10.8. At twenty-two (22) years of service, twenty-five (25) working days of vacation shall be granted.
- 22.10.9. Any person employed between July 1 and December 1, shall, upon the anniversary of the fifth year of employment, be granted a third week of vacation to be taken during the summer vacation period during that year in which the fifth anniversary is observed.
- 22.10.10. Any person employed from January 1 to June 30 shall receive the third week of vacation during the summer vacation period of that year in which the anniversary of the fifth year is observed.

Example: Employee hired November, 1993, shall be eligible for third week of vacation during July and August of 1998. Employee hired March, 1994, shall be eligible for third week during the months of July and August of 1999.

- 22.11. Holidays for twelve-month office personnel
- 22.11.1. Sixteen (16) holidays shall be granted during the school year in accordance with the schedule designated for Central Office personnel.
- 22.12. Only the following Articles of this Agreement shall apply to office personnel:
  - Article 1
  - Article 2
  - Article 3
  - Article 4
  - Article 5
  - Article 6
  - Article 7
  - Article 12
  - Article 14
  - Article 15 (Except 15-1.1, 15-1.2)
  - Article 18
  - Article 19
  - Article 20 (Except 20-1, 20-9, and 20-9.1)

**ARTICLE 23**

**LIBRARY ASSISTANTS**

- 23.1. The contract for Library Assistants shall be a ten (10) month contract from September 1 to June 30.
- 23.2. The work year of the Library Assistants shall be the same work schedule as teachers during the actual operation of school.
  - 23.2.1. The Library Assistants shall report five (5) days before new teachers and shall be paid for these days according to the terms of this Article.
  - 23.2.2. The Library Assistants shall work to the full term of their contract, June 30, at the discretion of the Building Principal.
- 23.3. Library Assistants shall work thirty-five (35) hours per week with a one-half (1/2) hour lunch period per day.
- 23.4. Salaries for Library Assistants shall be listed in Schedule E of this agreement.

- 23.5. Any Library Assistant who retires from the School District with fifteen (15) or more years of service in this District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of Article XXI, paragraph 21.1.1.
- 23.5.1. Accumulated sick leave under the Agreement formula shall be capped for all support staff at the maximum amount the employee is entitled to on June 30, 1999 or \$10,000.00, whichever is greater.
- 23.6. Only the following Articles of this Agreement shall apply to Library Assistants:
- Article 1
  - Article 2
  - Article 3
  - Article 4
  - Article 5
  - Article 6
  - Article 7
  - Article 12
  - Article 14
  - Article 15 (except 15-1.1, 15-1.2)
  - Article 18
  - Article 19
  - Article 20 (except 20-1, 20-9, and 20-9.1)
  - Article 23

## **ARTICLE 24**

### **INSTRUCTIONAL ASSISTANTS**

- 24.1. The contract for Instructional Assistants shall be a ten (10) month contract from September 1 to June 30.
- 24.2. Instructional Assistants shall work the same length day as the teacher(s) to whom they are assigned.
- 24.3. The Instructional Assistants work year will be regulated by the language of their personal contract.
- 24.4. Salaries for Instructional Assistants shall be listed in Schedule F of this Agreement.



24.5. Instructional Assistants are eligible for reimbursement of tuition costs up to three (3) credits per year at a college or university recognized by the State of New Jersey. Reimbursement shall not exceed tuition costs of the New Jersey State Colleges or State University rate. Instructional Assistants must be enrolled in a Teacher Certification Program approved by the State of New Jersey. For every year of tuition reimbursement the Instructional Assistant, if offered reemployment, must accept employment for the following year or repay the tuition cost for the previous year within thirty (30) days. If the Board must pursue collection, the Instructional Assistant will indemnify the Board, including, but not limited to, attorneys' fees, unless the reason the employee does not return is for the reasons which would otherwise excuse an employee's repayment of health premiums under Section 825.213(a)(1) and (2) of the Family and Medical Leave Act of 1993.

24.6. Only the following articles of this agreement shall apply to Instructional Assistants:

- Article 1
- Article 2
- Article 3
- Article 4
- Article 5
- Article 6
- Article 7
- Article 12
- Article 14
- Article 15 (Except 15-1.1 and 15-1.2)
- Article 19
- Article 20 (Except 20-1, 20-9, and 20-9.1)
- Article 23.5 and 23.5.1
- Article 24

## **ARTICLE 25**

### **CLERICAL ASSISTANTS**

25.1. The contract for Clerical Assistants shall be a ten (10) month contract from September 1 to June 30.

- 25.2. Clerical Assistants will report to work five (5) working days prior to new teachers orientation and shall be paid for these days, pro rata, based on annual salary.
- 25.3. Clerical Assistants work year and daily schedule will be regulated by the language of their personal contract.
- 25.4. All Clerical Assistants who are assigned a full day of work may leave their post on days of emergency closing when office personnel is dismissed. They will also not be required to report to work when school is closed due to inclement weather.
- 25.5. The duration of the lunch period will be at the discretion of the Building Principal or of the immediate supervisor, with the approval of the Superintendent. But in no case will the lunch period exceed one (1) hour in duration.
- 25.6. Salaries for Clerical Assistants shall be listed in Schedule G of this agreement.
- 25.7. Only the following articles of this Agreement shall apply to Clerical Assistants:

Article 1  
Article 2  
Article 3  
Article 4  
Article 5  
Article 6  
Article 7  
Article 12  
Article 14  
Article 15 (except 15-1.1 and 15-1.2)  
Article 19  
Article 20 (except 20-1, 20-9, and 20-9.1)  
Article 23.5 and 23.5.1  
Article 25

## ARTICLE 26

### PERMANENT SCHOOL AIDES

- 26.1. Permanent School Aides are employed on days that students are in session.
- 26.2. The length of the work day is based on the school need as determined by the Building Principal.
- 26.3. Salary Guide  
(See Schedule "L" for years 2005-2006, 2006-2007 and 2007-2008)
- 26.4. Time sheets are completed and submitted through the Building Principal's office. Permanent School Aides are paid twice per month.
- 26.5. Only the following articles of this Agreement shall apply to Permanent School Aides:

Article 1  
Article 2  
Article 3  
Article 4  
Article 5  
Article 6  
Article 7  
Article 12  
Article 14  
Article 15 (except 15-1.1 and 15-1.2)  
Article 19  
Article 20 (except 20-1, 20-9, and 20-9.1)  
Article 23.5 and 23.5.1  
Article 26

SECTION THREE

Applies to Custodians, Maintenance Personnel, Pupil  
Transportation Drivers, and Mechanics

## ARTICLE 27

### GRIEVANCE PROCEDURE

- 27.1. Definition
  - 27.1.1. A "grievance" is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of policies, agreements, or administrative decisions, resulting in personal loss, injury, or otherwise adversely affecting such employee or group of employees.
  - 27.1.2. An "aggrieved person" is the person or persons making the claim.
- 27.2. Purpose
  - 27.2.1. The purpose of this procedure is to secure, at the lowest possible level, starting informally with the immediate supervisor of the employee, equitable solutions to problems which may, from time to time, arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential as may be appropriate at every level of this procedure.
- 27.3. Conditions and Time Limits
  - 27.3.1. A grievance to be considered under this procedure must be initiated by the aggrieved within twenty (20) calendar days from the date he knew or should reasonably have been expected to know of its occurrence.
  - 27.3.2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties hereto in writing.
  - 27.3.3. Failure to process a grievance to the next step of the procedure within the specified time limit shall be deemed to be acceptable of the decision rendered at that step.

- 27.3.4. Failure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.
- 27.3.5. It is understood that employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 27.3.6. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 27.4. Formal Procedure
  - 27.4.1. Level One - Business Administrator
    - 27.4.1.1. An employee with a grievance, who after first discussing same with his immediate supervisor, and is dissatisfied with the informal disposition of same shall either directly or through the Association's designated representative submit same in writing on the appropriate form, to the Business Administrator. The Business Administrator shall render a written decision within fifteen (15) calendar days after the grievance is presented.
  - 27.4.2. Level Two - Superintendent of Schools
    - 27.4.2.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within fifteen (15) calendar days after submission at Level One, he may present it in writing on the appropriate form to the Superintendent of Schools within ten (10) calendar days thereafter.
  - 27.4.3. Level Three - Board of Education
    - 27.4.3.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15)

calendar days after the grievance was delivered to the Superintendent of Schools, he may, within ten (10) calendar days thereafter, request in writing that the Association submit the grievance to the Board of Education within five (5) calendar days thereafter, no further action on such grievance shall be taken.

No claim by a grievant shall go beyond Level Three if it pertains to (a) any matter for which a detailed method of review is prescribed by law; or (b) any rule or regulation of the State or Commissioner of Education or State Board of Education; or (c) any existing By-laws is beyond the scope of Board authority or limited to unilateral action of the Board.

27.4.4. Level Four - Advisory Arbitration Request

27.4.4.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, he may request in writing within ten (10) days, advisory arbitration.

27.4.5. Advisory Arbitration

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

27.4.5.1.1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

27.4.5.1.2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.

27.4.5.1.3. If the parties are unable to determine within ten (10) calendar days of the initial request for an arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

27.4.5.2. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The

arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

27.4.5.3. The Board shall render its final decision within thirty (30) calendar days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.

27.4.5.4. The fees and expenses of the arbitrator shall be paid by the losing party.

27.5. Rights of Employee to Representation

27.5.1. Employee and Association

27.5.1.1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

27.5.2. Reprisals

27.5.2.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

27.6. Miscellaneous

27.6.1. Group Grievance

27.6.1.1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The



Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

27.6.2. Written Decisions

27.6.2.1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

27.6.3. Separate Grievance File

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

27.6.4. Forms

27.6.4.1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

27.6.5. Meetings and Hearings

27.6.5.1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereto referred to in this Article.

**ARTICLE 28**

**RIGHTS AND PRIVILEGES OF THE PARTIES**

28.1. Association Business and Meetings

28.1.1. The Association President shall be excused from one duty period per day at the middle and high school levels or from forty non-instructional/non-assigned consecutive minutes per day at the elementary

school/support staff levels for purposes of conducting Association business.

28.1.2. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or disrupt normal school operations or interfere with the assigned duties of school personnel. The Association and its representatives shall have the privilege to use school buildings for meetings upon prior notice and approval consistent with the present Board policies as to the use of the schools. The Association shall have the right to use the inter-school mail facilities and school mail boxes in accord with reasonable regulations to be adopted by the Superintendent of Schools.

28.2. Discipline, Reduction in Job Classification or Involuntary Transfer of Employee

28.2.1. No employee shall be disciplined, reduced in job classification or involuntarily transferred without just cause and any such action taken shall be subject to due process of law, as provided for in the grievance procedure. Any employee covered hereunder who is required to appear before the Superintendent of Schools, which could adversely affect the continuation of that employee in his position or employment or compensation pertaining thereto, shall be given prior written notice of reasons for such meeting and shall be entitled, at his option, to have a representative of his own choosing. This provision shall in no way restrict or limit the Superintendent of Schools, Board or Supervisors from holding meetings or discussions with employees.

28.2.2. Notice of an involuntary transfer of a custodial/maintenance employee shall be given to the Association President as soon as practicable.

28.3. Managerial Prerogatives of Board

28.3.1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights, subject, however, to the provisions of this Agreement and policies as formally established and promulgated by the Board, including, but not limited to, the following:

- 28.3.1.1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment.
- 28.3.1.2. To hire, direct, promote, transfer, assign, and retain employees in positions within the School District, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board.
- 28.3.1.3. To maintain the efficiency of the School District operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
- 28.3.1.4. To decide upon the means and methods of cleaning and maintaining the buildings, the selection of supplies and other materials and conduct of the transportation system and routes relating thereto;
- 28.3.1.5. To determine work schedules, the hours of work and the duties, responsibilities and assignments of employees with respect thereto;
- 28.3.1.6. To take what actions as may be necessary to carry out the functions of the School District in emergency situations.
- 28.4. Association Pledge
- 28.5. The Association agrees that it will not engage in any slow down, job action or other retaliatory

practice including withholding of labor and/or services during the term of this Agreement.

## ARTICLE 29

### CUSTODIAL AND MAINTENANCE PERSONNEL

- 29.1. Work Year
- 29.1.1. All custodial, maintenance personnel shall be employed on a forty (40) hour week, 12 months school year basis.
- 29.2. Holidays
- 29.2.1. All custodial and maintenance personnel shall be granted the following fifteen (15) holidays with pay:
- |                        |                       |
|------------------------|-----------------------|
| July 4th               | Day before New Year's |
| Labor Day              | New Year's Day        |
| Thanksgiving           | Lincoln's Birthday    |
| Day after Thanksgiving | Washington's Birthday |
| Day before Christmas   | Good Friday           |
| Christmas Day          | Easter Monday         |
| Day after Christmas    | Memorial Day          |
- One (1) additional day scheduled at the discretion of the administration.
- 29.2.2. In the event a holiday shall occur on a weekend, the holiday authorized in this Agreement shall be taken on the day that school is officially closed for that holiday.
- 29.2.3. In the event a holiday is authorized by this Agreement and school is not closed in observance of that holiday, the authorized holiday shall be taken on the next non-pupil day.
- 29.3. Weekend Inspection
- 29.3.1. The building custodian or a designee appointed by the Superintendent of Schools shall make an inspection each weekend for which he will be paid the sum of \$37.14 per inspection during the term of this Agreement.

- 29.3.2. Any employee called in because of an emergency shall be guaranteed at least two (2) hours time when he responds.
- 29.4. Overtime
  - 29.4.1. Custodial, or maintenance personnel shall be paid for overtime (beyond 40 hours per week or beyond 8 hours per day) at the rate of time and one half. No overtime whether in an emergency or otherwise shall be paid unless prior approval is given by the Superintendent of Schools.
  - 29.4.2. All overtime hours which are worked or which an employee is given an opportunity to work shall be equalized insofar as practicable. In the event that special skills are required for a specific project requiring overtime work, the Superintendent or School Business Administrator shall have the authority to assign said work to the employee he deems most qualified.
  - 29.4.3. All overtime worked by each employee shall be posted in a conspicuous place.
  - 29.4.4. There will be no change in the present practice regarding payment of overtime.
- 29.5. Custodial and Maintenance Workers' Vacations
  - 29.5.1. All vacations shall be determined from the anniversary date of employment. Custodial vacations shall be taken during July and August; however, all vacations shall be at the discretion of the Superintendent, and shall be determined as follows:
    - 29.5.1.1. First year: One (1) day for each month of service up to a maximum of ten (10) days.
    - 29.5.1.2. One (1) year of service, ten (10) working days.
    - 29.5.1.3. After five (5) years of service, fifteen (15) working days of vacation shall be granted.
    - 29.5.1.4. After fifteen (15) years of service, one (1) additional day of vacation shall be added to the fifteen (15) working days for each year up to seventeen (17) years of service.

- 29.5.1.5. At seventeen (17) years of service, twenty (20) working days of vacation shall be granted.
- 29.5.1.6. At seventeen (17) years of service, one (1) additional day of vacation shall be added to the twenty (20) working days for each year up to twenty-two years (22) of service.
- 29.5.1.7. At twenty-two (22) years of service, twenty-five (25) working days of vacation shall be granted.
- 29.5.1.8. Any person employed between July 1 and December 31 shall, upon the anniversary of the fifth year of employment, be granted five (5) additional vacation days to be taken during the summer vacation period during that year in which the fifth anniversary is observed.
- 29.5.1.9. Any person employed from January 1 to June 30 shall receive five (5) additional vacation days during the summer vacation period of that year in which the anniversary of the fifth year is observed.

Example: Employee hired November, 1991, shall be eligible for these additional vacation days during July and August of 1996. Employee hired March, 1992, shall be eligible for these additional vacation days during the months of July and August of 1997.

## 29.6. Equipment

### 29.6.1. The Board shall provide:

- 29.6.1.1. Five (5) uniforms, one (1) pair of coveralls, one (1) jacket, one (1) set of foul weather over-garments and one (1) set of insulated garments per year at no cost to maintenance personnel;
- 29.6.1.2. Five (5) uniforms per year at no cost to custodial personnel;
- 29.6.1.3. One (1) set of foul weather over-garments for each elementary school, two (2) for the middle school, and three (3) for the high school for use by the building custodial personnel;
- 29.6.1.4. Two (2) pair of safety goggles in each school;
- 29.6.1.5. One (1) set of insulated garments in each school;

- 29.6.1.6. Two (2) pairs of safety shoes per year or an allowance of sixty-five (\$65.00) dollars per pair to be applied to the purchase of safety shoes for each full-time maintenance and custodial worker;
- 29.6.2. One (1) set of basic tools sufficient to complete assigned tasks in a competent and professional manner subject to yearly inspection for each maintenance worker and building (Head) custodian. Replacement of missing tools shall be the responsibility of the maintenance worker and building custodian; however, replacement of worn tools shall be at the expense of the Board. The Board shall be responsible to provide and supply any specialized tools as approved by the School Business Administrator and Director of Environmental Services needed for the performance of assigned tasks.
- 29.6.3. All items in 29-6 remain the property of the Board of Education with the exception of the jacket, shoes, uniforms and coveralls.
- 29.7. Course Reimbursement
  - 29.7.1. The Board of Education will reimburse custodial and maintenance employees for the costs of all courses successfully completed and licenses or certificates obtained which the Board requests or requires them to complete or obtain.
- 29.8. Salary Guide
  - 29.8.1. Schedule H attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.
  - 29.8.2. In addition to his regular salary, the night foreman shall receive \$61.87 per month in the middle school and \$92.79 per month in the high school during the term of this Agreement.
- 29.9. Any custodial or maintenance worker who leaves the School District after fifteen (15) or more years of service in the District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the

procedures of 21.1.1. Custodial or maintenance workers hired after July 1, 2005 shall be entitled to payment for accumulated sick leave in accordance with this section only upon retirement.

29.9.1. Accumulated sick leave under the Agreement formula shall be capped for all custodial and maintenance personnel at the maximum amount the employee is entitled to on June 30, 1999 or \$10,000.00, whichever is greater.

29.9.2. The Board agrees to reimburse maintenance and custodial employees at the Internal Revenue Service allowance for any school related travel in the employee's vehicle which the Superintendent or his/her designee requires.

## **ARTICLE 30**

### **TRANSPORTATION PERSONNEL**

30.1. Work Year

30.1.1. All pupil transportation drivers shall be employed on a ten (10) month school year basis at an hourly rate based on routes as determined by the Board of Education.

30.2. Salaries

30.2.1. Salaries shall be paid on the following basis: in twenty (20) equal installments at regular intervals.

30.2.2. Overtime shall be paid at one and one half times the regular hourly pay for each hour over forty (40) hours per week. Contracted time lost because of school closings in any week during the school year (except during scheduled Christmas and Easter vacations) shall be counted toward the forty (40) hours required to achieve the overtime rate, but transportation personnel shall not be paid for this loss of time.

30.2.3. Individual contracts shall be reviewed in January, and adjustments, if required, made effective February 1st.



30.3. Non-Regular Routes

30.3.1. Assignment to non-regular routes shall be made in a fair manner on the basis of seniority.

30.3.2. "Class A" routes shall be interpreted as a regular school run (except kindergarten) operated on a continuous daily basis by which pupils are taken to and from school. Class A routes shall be assigned to drivers at the beginning of each school year, and shall be assigned to drivers on the basis of previous operation of the routes by the driver. If a vacancy exists, drivers will have the choice of filling new runs or vacant runs on the basis of seniority. New drivers will fill any vacancies left.

"Class B" routes shall be interpreted as adjunct routes (examples: ESL, kindergarten, late bus routes). These routes are to be granted on the basis of seniority. Any Class B route arising during the school year shall be posted a minimum of five (5) working days in advance.

Extra runs (field trips, etc.) shall be posted within 48 hours in advance when possible. Extra runs will be given on a rotating seniority basis. If a driver will not operate the extra run, he or she will be charged with a turn.

Weekdays:

The Supervisor-dispatcher will ask each driver on the seniority list, beginning with their appropriate place on the list, to work extra runs beginning with Monday's extra runs. The driver will be asked to work the next day's extra runs once the preceding day's runs are assigned. If more than one extra run is available on a weekday, the first driver to be asked to work will have her/his choice of that day's extra run. If unanticipated weekday runs occur, the driver at the appropriate place on the seniority list will be asked to work.

Weekends:

The Supervisor-dispatcher will ask each driver on the seniority list weekend schedule, beginning with the appropriate place on the list, to work extra

runs, beginning with Saturday runs. The driver will be asked to work Sunday's extra runs once Saturday's runs are assigned. If more than one extra run is available on a weekend day, the first driver to be asked to work will have his/her choice of that day's extra run. If unanticipated weekend day runs occur, the driver at the appropriate place on the seniority list will be asked to work.

Daytime:

Field trips that occur during the hours school is in session will be assigned to drivers who are available (not during regularly scheduled school routes) based on seniority.

Discontinued Routes:

When a run is discontinued, the driver of the discontinued run will have the option of assuming the route of the lowest seniority driver, if he or she is qualified and able to perform the duties the routes will require.

Cancellations:

When an extra run is canceled, the canceled driver will be the first to be asked for the next available extra run. All extra runs worked shall be posted in a conspicuous place, showing name of employee who works that run.

Termination of Employment:

In the event that a driver leaves the Board's employ, his or her entire assignment shall be made available to all remaining drivers interested and shall be filled on the basis of seniority.

30.3.3. When required to attend meetings, transportation personnel shall be compensated at their normal hourly rate.

30.4. Resignation

30.4.1. Any pupil transportation driver, who wishes to resign his employment, shall furnish the Board of Education with a two week advance notice of

intention to resign, which notice shall be in writing, dated and signed by the employee in question and delivered personally to the Superintendent of Schools or School Business Administrator or mailed certified mail, return receipt requested. Such notice shall become effective upon receipt by the Board of Education or Superintendent of Schools or School Business Administrator. Termination of employment initiated by the Board of Education shall include a two-week advance notice to the employee being terminated.

30.5. Salary Guide

30.5.1. Schedule I attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.

30.6. Transportation personnel shall be compensated at their normal hourly rate of pay for all meetings except for those meetings relative to disciplinary actions at which their attendance is required by the administration.

30.7. Any transportation employee called from home to return to work outside of his/her regular schedule shall be paid a minimum equivalent to one (1) hour at the normal pay rate.

30.8. All pupil transportation drivers shall receive payment of one (1) hour per month at their regular rate for drivers route report paper work time. To be eligible the driver must work the entire school year.

30.9. Any transportation worker who leaves the School District after fifteen (15) or more years of service in the District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of 21.1.1.

30.9.1. Accumulated sick leave under the Agreement formula shall be capped for all transportation workers at the maximum amount the employee is entitled to on June 30, 1999 or \$10,000.00, whichever is greater. Transportation workers hired after July 1, 2005

shall be entitled to payment for accumulated sick leave in accordance with this section only upon retirement.

30.10. Physical Exams for Pupil Transportation Drivers

30.10.1. The Board, at its sole cost and expense, shall provide for physical examination for pupil transportation drivers employed by the Board. Such examination shall be given each driver once every two (2) years and shall be done by a physician chosen by the Board. Said examinations shall be limited strictly to those matters required to operate a school bus or van in a public school system in the State of New Jersey.

30.10.2. Drivers electing to have physical examination by a physician other than the one chosen by the Board will be reimbursed in an amount not to exceed the fee currently charged by the Board physician.

**ARTICLE 31**

**MECHANICS**

31.1. Work Year

31.1.1. Mechanics shall be employed on a forty (40) hour week, 12-month school year basis.

31.2. Overtime

31.2.1. Mechanics shall be paid for overtime (beyond 40 hours per week) at the rate of time and one half. No overtime whether in an emergency or otherwise shall be paid unless prior approval is given by the Superintendent of Schools or School Business Administrator.

31.2.2. All overtime hours which are worked or which an employee is given an opportunity to work shall be equalized insofar as practicable. In the event that special skills are required for a specific project requiring overtime work, the Superintendent or School Business Administrator shall have the authority to assign said work to the employee he deems most qualified.

- 31.2.3. All overtime worked by each employee shall be posted in a conspicuous place.
- 31.2.4. There will be no change in the present practice regarding payment of overtime.
- 31.3. Holidays
  - 31.3.1. Mechanics shall be granted fifteen (15) holidays with pay during the school year in accordance with the schedule designated for central office personnel.
- 31.4. Mechanics' Vacations
  - 31.4.1. All vacations shall be determined from the anniversary date of employment. Mechanics' vacations shall be taken during July and August; however, all vacations shall be at the discretion of the School Business Administrator, and shall be determined as follows:
    - 31.4.1.1. First year: One (1) day for each month of service up to a maximum of ten (10) days.
    - 31.4.1.2. One (1) year of service, ten (10) working days.
    - 31.4.1.3. After five (5) years of service, fifteen (15) working days of vacation shall be granted.
    - 31.4.1.4. After fifteen (15) years of service, one (1) additional day of vacation shall be added to the fifteen (15) working days for each year up to seventeen (17) years of service.
    - 31.4.1.5. At seventeen (17) years of service, twenty (20) working days of vacation shall be granted.
    - 31.4.1.6. At seventeen (17) years of service, one (1) additional day of vacation shall be added to the twenty (20) working days for each year up to twenty-two (22) years of service.
    - 31.4.1.7. At twenty-two (22) years of service, twenty-five (25) working days of vacation shall be granted.
    - 31.4.1.8. Any person employed between July 1 and December 31 shall, upon the anniversary of the fifth year of employment, be granted five (5) additional vacation days to be taken during the summer vacation period

during that year in which the fifth anniversary is observed.

- 31.4.1.9. Any person employed from January 1 to June 30 shall receive five (5) additional vacation days during the summer vacation period of that year in which the anniversary of the fifth year is observed.

Example: Employee hired November, 1991, shall be eligible for these additional vacation days during July and August of 1996. Employee hired March, 1992, shall be eligible for these additional vacation days during the months of July and August of 1997.

### 31.5. Equipment

- 31.5.1. The Board shall provide:

- 31.5.1.1. Five (5) uniforms, one (1) pair of coveralls, one (1) jacket, one (1) set of foul weather over-garments and one (1) set of insulated garments per year at no cost to mechanics.

- 31.5.1.2. Two (2) pairs of safety shoes per year or an allowance of sixty-five (\$65.00) dollars per pair to be applied to the purchase of safety shoes for each full-time mechanic;

- 31.5.1.3. One (1) set of foul weather over-garments for each mechanic;

- 31.5.1.4. Items 31.5.1.3 are the property of the Board of Education.

### 31.6. Course Reimbursement

- 31.6.1. The Board of Education will reimburse mechanics for the costs of all courses successfully completed and licenses or certificates obtained which the Board requests or requires them to complete or obtain.

### 31.7. Salary

- 31.7.1. Schedule H attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.

- 31.8. Any mechanic who retires from the School District after fifteen (15) or more years of service in the District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of 21.1.1.
- 31.8.1. Accumulated sick leave under the Agreement formula shall be capped for all support staff at the maximum amount the employee is entitled to on June 30, 1999 or \$10,000.00, whichever is greater.

## **ARTICLE 32**

### **INSURANCE**

- 32.1. The Board shall provide health-care insurance protection to qualified employees, as follows:
- 32.1.1. Of the cost of coverage for hospital room and board and miscellaneous costs, maternity costs and surgical costs, the Board shall pay one hundred (100%) percent of the premium for recognized persons hired before July 1, 1996 and any dependents of said recognized persons. Employees hired for July 1, 1996 or thereafter will receive Board paid health insurance at the Point of Service ("POS") rate for the first three (3) years of employment. During the employee's first three years of employment, said employee may elect coverages under the indemnity plan with the employee paying the difference between the POS rate and the indemnity plan rate. After the first three years of employment, an employee may elect any of the coverages offered by the Board with no premium cost to the employee. Employees hired for July 1, 2003 or thereafter will receive Board paid health insurance in the POS plan only and they shall not have the option to "buy-up" or elect any of the other coverages offered by the Board. Effective July 1, 2005, employees enrolled in the Traditional health insurance plan shall annually contribute four hundred seventy-five (\$475.00) dollars to the cost of the premium for said plan through payroll deductions.
- 32.1.2. Of the cost of coverage for out-patient laboratory fee, technician's expenses, therapy treatment and

major medical, the Board shall pay one hundred (100%) percent of the premium for recognized persons hired before July 1, 1996 and any dependents of said recognized persons. Employees hired for July 1, 1996 or thereafter will receive Board paid health insurance at the POS rate for the first three (3) years of employment. During the employee's first three years of employment, said employee may elect coverages under the indemnity plan with the employee paying the difference between the POS rate and the indemnity plan rate. After the first three years of employment, an employee may elect any of the coverages offered by the Board with no premium cost to the employee. Employees hired for July 1, 2003 or thereafter will receive Board paid health insurance in the POS plan only and they shall not have the option to "buy-up" or elect any of the other coverages offered by the Board.

- 32.1.3. Of the costs of coverage for dental treatment, the Board shall pay one hundred (100%) percent of the premium. Effective January 1, 2006, the deductible under the dental benefits is seventy-five (\$75.00) dollars per calendar year, individual and family. Said coverage shall basically provide for the following, although more particularly set forth in the appropriate policy:

One thousand Five Hundred (\$1,500.00) Dollar maximum coverage per year; eighty (80%) percent payment for inlays, gold fillings, crowns and precision attachments for dentures; one hundred (100%) percent payment for all other necessary and reasonable dental expenses; One Thousand Two Hundred (\$1,200.00) Dollars lifetime orthodontic benefit with 50% coinsurance.

- 32.1.4. The deductible under the major medical benefits is One Hundred (\$100.00) Dollars an individual, Two Hundred (\$200.00) Dollars family. The lifetime maximum under the major medical portion of the group insurance policy shall be One Million (\$1,000,000) Dollars.

- 32.1.5. Effective July 1, 2005, the Board shall pay one hundred percent (100%) of the premium cost for employees and their eligible dependents for an optical plan provided that such employees are



enrolled in either the Point of Service or Direct Access health insurance plan. Employees enrolled in the Traditional health insurance plan may purchase the optical plan at the rate of \$108 per year. The optical plan shall provide a ten (\$10.00) dollar co-pay for examinations and a twenty-five (\$25.00) dollar co-pay for lenses and frames.

- 32.2. "Qualified Employees" shall be defined in the context of this Article as full-time personnel, steadily employed by the Board who work not less than 27 hours per calendar week on a regular basis.
- 32.3. The Board hereby reserves the right to select the insurance carrier but shall at all times maintain the insurance coverage substantially equal to the above specified. Prior to making any change in the carrier or extent of coverage, the Board shall notify the Association and the Association shall have an opportunity to discuss proposed changes with the Board.
- 32.4. Effective July 1, 2003, the Board will provide Section 125 plans for the Association membership.
  - 32.4.1. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
  - 32.4.2. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (June 30) will be returned

to the Board. The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

- 32.4.3. A benefits waiver plan will be made available to any employee who desires to waive their medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive their medical benefits must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The cash incentive to be provided to any employee waiving their insurance is Two Thousand Five Hundred Dollars (\$2,500) for medical benefits and Three Hundred Dollars (\$300) for dental benefits, which shall be prorated for any employee who is employed for less than a full work year. The annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

## **ARTICLE 33**

### **VOLUNTARY TRANSFERS**

- 33.1. Voluntary Transfers
  - 33.1.1. No later than five (5) working days following the known availability of any position in the District all members of the units shall receive notice, by posting the same in a conspicuous place, regarding the opening. If no application is received within ten (10) days of notice, the position will be filled from the outside.

- 33.2. Employees who desire a change in assignment or who desire to transfer to another position may file a written statement of such preference at any time with the Superintendent or School Business Administrator. Such statement shall include the present position and the assignment to which he desires to be transferred.
- 33.3. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the best interest of the school system, and no such request shall be denied arbitrarily or capriciously.
- 33.4. If a request for voluntary transfer is denied, the employee shall be given the reasons.

#### **ARTICLE 34**

##### **SICK LEAVE**

- 34.1. All ten-month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Twelve-month employees shall be entitled to fourteen (14) sick leave days.
- 34.2. "Sick Leave" herein shall be defined by N.J.S.A. 18A:30-1.
- 34.3. In the case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board, as provided for in N.J.S.A. 18A:30-4.
- 34.4. Sick Leave Bank
- 34.4.1. The Sick Leave Bank will be operated by Trustees made up of officers of the Association.
- 34.4.2. Any Association member may voluntarily join the Bank who is willing to contribute two (2) of his/her personal sick days to the Bank during the enrollment period to be determined by the Trustees from time to time when the Trustees determine the Bank so requires. Said enrollment period shall be from

September 1 to September 30 of any school year. New Association members must apply within thirty (30) days of initial employment. The value of each day contributed by a member shall be \$134 and shall be deducted from the maximum amount an employee is entitled to be paid under Article 21.1.2.

- 34.4.3. Participation withdrawal from the Bank may be at any time after donation. Said individual may not withdraw his/her donated sick days. Withdrawal must be done in writing.
- 34.4.4. Individuals may withdraw Bank days from the Bank only after all personal sick days have been used and withdrawal is authorized by the Trustees of the Association and approved by the Board.
- 34.4.5. Application for Bank days may be made only when an individual is affected by a catastrophic illness or accident determined by medical certification. Application will be made to the Trustees.
- 34.4.6. Beginning each school year, an individual unable to return to active duty who is entitled to annual sick leave must draw from his/her annual sick leave accumulation before reapplying to the Bank.
- 34.4.7. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
- 34.4.8. If, in the judgment of the Trustees, the employee qualifies, the Trustees shall submit the request to the Board of Education. If the Board agrees with the Trustees, the Board will arrange payment to the employee. If the Board rejects the request, the Board will notify the Trustees of the Bank.
- 34.4.9. A contributor will be entitled to withdraw up to ninety (90) Bank days in a school year at which time an individual may reapply. N.J.S.A. 18:30-6 will apply when Sick Leave Bank days have been exhausted.
- 34.4.10. Should the Bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining Sick Leave Bank days not to exceed the original amount each individual contributed.

- 34.4.11. The parties acknowledge that the decision of the Board shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance procedure of the Agreement.
- 34.4.12. The cost of the substitute or the estimated cost of the substitute shall be deducted from each additional sick day granted. A day's salary is defined as 1/240th of the annual salary.
- 34.4.13. The Board and the Association shall maintain a current accounting of the Bank, to include members who have joined, sick leave days utilized and sick leave days on deposit in the Bank. A joint accounting will take place in June of each year.

## **ARTICLE 35**

### **LEAVES OF ABSENCE**

- 35.1. Two (2) days personal leave without reason shall be granted, as authorized by the Superintendent, for matters which require absence from work. Application to the Superintendent for personal leave shall be made at least five (5) work days before such leave is to be taken. One (1) of the two (2) personal days, however, may be used for a personal emergency without the five (5) work days notice with the approval of the Superintendent. If the anticipated absentee rate on any given day may exceed five percent (5%) of the entire staff, then requests for personal days shall be granted on a first-come first-serve basis, up to the maximum five percent (5%). If not taken, personal leave shall be added to the sick leave bank for retirement, provided that the number of days does not exceed the fifteen (15) day statutory maximum.

A check sheet prepared by the Superintendent will be made available for taking personal/emergency days. Employees will complete the check sheet and forward it, through the Principal, to the Superintendent for approval according to the terms of this Agreement.

- 35.1.1. Personal leave on days immediately preceding or following scheduled school holidays may be granted

only for extenuating circumstances at the discretion of the Superintendent.

- 35.1.2. Legal - Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or for jury duty, or in any other legal proceeding if the employee has been subpoenaed to attend will be granted upon request by the employee who will give reasonable notice.
- 35.1.3. Emergency Days:
  - 35.1.3.1. In the case of emergency, notification shall be given orally to the Superintendent/principal/tape with written request to be submitted through the principal upon the employee's return to work.
  - 35.1.3.2. Up to a maximum of five (5) days during one school year in the event of the death of an employee's spouse, brother, sister, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, step-sibling, and any other member of the immediate household.
  - 35.1.3.3. Of these five (5) days no more than three (3) days may be used for the above named persons in the event of a serious injury or illness.
  - 35.1.3.4. Additional leave may be applied for in accordance with 35.1.5. Employees may be granted, at the discretion of the Superintendent, up to two (2) days during one school year in the event of the death of an employee's friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee in the Hillsborough Township School District, the Superintendent may grant to an appropriate number of employee's sufficient time off to attend the funeral.
- 35.1.4. A temporary leave shall be granted for employees called into active duty for two (2) weeks or less during one calendar year in any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled when the employee is not required to work, and such employee shall be paid the difference between his regular salary and his military pay.

- 35.1.5. Good Cause - Other leaves of absence with pay may be granted by the Board, in its discretion, for good and sufficient reasons.
- 35.2. Extended Leaves of Absence
  - 35.2.1. Military - Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, but in no event in excess of three (3) years.
  - 35.2.2. The Board hereby agrees to consider each employee requesting child care leave on an individual basis.
  - 35.2.3. A pregnant employee may work until any time before the expected birth, provided that her ability to work effectively is not impaired due to her pregnancy, and, at the discretion of the Superintendent, the employee's requested date of leave commencement does not interfere with the continuity of her duties. Sick leave pay may be applied to that period during the leave of absence which qualifies as medical-disability due to pregnancy or childbirth. The Board may require certificates from the employee's physician and the Board's physician as to her physical ability to continue working during the period of pregnancy. In the event that the employee's physician and the Board's physician disagree as to her physical ability to fulfill her duties, the Board may request expert consultations, in which case the Somerset County Medical Society shall appoint an impartial third physician whose medical opinion shall be conclusive and binding. Such examination shall be conducted expediently and without undue delay. The expense of such third examination shall be shared equally by the employee and the Board.
  - 35.2.4. The Board will comply with the provisions of the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA).
    - 35.2.4.1. Upon written request at least thirty (30) days in advance, whenever possible, the Board will grant leave pursuant to FLA or FMLA to eligible employees.

(Eligibility criteria will be centrally posted in each work location).

- 35.2.5. Good Cause - Other leaves of absence without pay may be granted by the Board, in its discretion, for good cause.
- 35.2.6. Return from Leave - Upon return from leave granted pursuant to Section 35.2 of this Article (extended leaves of absences), an employee shall be considered as if he were actively employed by the Board during the period of such leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. To be eligible for increment credit, the employee must have worked at least one-half of the preceding contractual year.

## **ARTICLE 36**

### **TRANSFERS BETWEEN POSITIONS**

- 36.1. In the event an employee shall transfer between various positions in the district, that employee shall be granted the corresponding step on the salary guide applicable to his new position.



SECTION FOUR

Forms And Salary Guides For All Unit Members

**SCHEDULE A  
GRIEVANCE FORM**

Grievant's Name: \_\_\_\_\_ Grievance No.: \_\_\_\_\_  
Work Location: \_\_\_\_\_ Job Title and Grade/Subject: \_\_\_\_\_  
Immediate Supervisor: \_\_\_\_\_  
Description of Alleged Violation: \_\_\_\_\_

Specific Provision of Agreement or Principal Areas Violated: \_\_\_\_\_

Date of Occurrence of Alleged Violation: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\*\*\*\*\*

LEVEL ONE: Informal Discussion \_\_\_\_\_

Date of Level One Informal Discussion: \_\_\_\_\_

The Grievant is not satisfied with the outcome of Level One and wishes to proceed to Level Two.

Signature of Grievant or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

LEVEL TWO: Principal or Supervisor

Date Received: \_\_\_\_\_ Date Answered: \_\_\_\_\_

Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason: \_\_\_\_\_

Principal or Supervisor's Signature \_\_\_\_\_

The Grievant is not satisfied with the outcome of Level Two and wishes to proceed to Level Three.

Signature of Grievant or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

LEVEL THREE: Superintendent

Date Received: \_\_\_\_\_ Date Answered: \_\_\_\_\_

Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason: \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

The Grievant is not satisfied with the outcome of Level Three and wishes to proceed to Level Four.

Signature of Grievant or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

LEVEL FOUR: School Board

Date Received: \_\_\_\_\_ Board Hearing Date: \_\_\_\_\_

Date Answered: \_\_\_\_\_

Disposition: Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason: \_\_\_\_\_

The Grievant is not satisfied with the outcome of Level Four and wishes to proceed to Level Five.

Signature of Grievant or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

LEVEL FIVE: The grievant is not satisfied with the outcome at Level Four and the association wishes to proceed to arbitration.

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

H.E.A. Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE B  
REQUEST FOR PERSONAL/EMERGENCY DAY**

*Please print*

Name \_\_\_\_\_ Date of Submission \_\_\_\_\_

School \_\_\_\_\_ Position \_\_\_\_\_

**A. PERSONAL DAY(S)**

Date of Personal Day requested at this time \_\_\_\_\_

This day of personal leave is for a matter(s) which require(s) my absence during the school hours indicated. Application to the Superintendent for personal leave shall be made at least five (5) work days before such leave is to be taken. Further I understand that approval of personal days is subject to the terms of the agreement between the HEA and the HBOE.

\_\_\_\_\_  
Employee's Signature

**B. PERSONAL EMERGENCY DAY**

Date of Personal Emergency \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

**C. EMERGENCY DAY(S)**

Date(s) of Emergency Absence \_\_\_\_\_

The Emergency Day(s) absence was due to:

Serious family illness (specify relationship) \_\_\_\_\_

Funeral (specify relationship) \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

**D. FOR ADMINISTRATIVE USE ONLY**

Date(s) Previously Granted as Personal Days this year \_\_\_\_\_

Date(s) Previously Granted as Personal Emergency Days this year \_\_\_\_\_

Date(s) Previously Granted as Emergency Days this year \_\_\_\_\_

\_\_\_\_\_  
Principal's Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials of Personnel Assistant

\_\_\_\_\_  
Superintendent's Approval

**SCHEDULE C**

**TEACHERS SALARY GUIDE 2005-2006**

<b>STEP</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>PHD</b>
1	42,161	43,421	44,091	45,541	47,181	49,091	50,731	52,391	54,921
2-3	42,961	44,221	44,891	46,341	47,981	49,891	51,531	53,191	55,721
4-5	43,381	44,641	45,311	46,761	48,401	50,311	51,951	53,611	56,141
6	44,441	45,701	46,371	47,821	49,461	51,371	53,011	54,671	57,201
7	45,501	46,761	47,431	48,881	50,521	52,431	54,071	55,731	58,261
8	46,561	47,821	48,491	49,941	51,581	53,491	55,131	56,791	59,321
9	47,621	48,881	49,551	51,001	52,641	54,551	56,191	57,851	60,381
10	49,781	51,041	51,711	53,161	54,801	56,711	58,351	60,011	62,541
11	52,061	53,321	53,991	55,441	57,081	58,991	60,631	62,291	64,821
12	54,451	55,711	56,381	57,831	59,471	61,381	63,021	64,681	67,211
13	56,941	58,201	58,871	60,321	61,961	63,871	65,511	67,171	69,701
14	59,531	60,791	61,461	62,911	64,551	66,461	68,101	69,761	72,291
15-20	62,520	63,780	64,450	65,900	67,540	69,450	71,090	72,750	75,280

**Longevity Pay**

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

- \$3,500 After 20 years of experience, 10 of which are in the Hillsborough School District
- 6,500 After 25 years of experience, 15 of which are in the Hillsborough School District
- 12,500 After 30 years of experience, 20 of which are in the Hillsborough School District

**SCHEDULE C**

**TEACHERS SALARY GUIDE 2006-2007**

<b>STEP</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>PHD</b>
1	43,478	44,738	45,408	46,858	48,498	50,408	52,048	53,708	56,238
2	44,278	45,538	46,208	47,658	49,298	51,208	52,848	54,508	57,038
3-4	45,078	46,338	47,008	48,458	50,098	52,008	53,648	55,308	57,838
5-6	46,138	47,398	48,068	49,518	51,158	53,068	54,708	56,368	58,898
7	47,198	48,458	49,128	50,578	52,218	54,128	55,768	57,428	59,958
8	48,258	49,518	50,188	51,638	53,278	55,188	56,828	58,488	61,018
9	49,318	50,578	51,248	52,698	54,338	56,248	57,888	59,548	62,078
10	51,478	52,738	53,408	54,858	56,498	58,408	60,048	61,708	64,238
11	53,758	55,018	55,688	57,138	58,778	60,688	62,328	63,988	66,518
12	56,148	57,408	58,078	59,528	61,168	63,078	64,718	66,378	68,908
13	58,638	59,898	60,568	62,018	63,658	65,568	67,208	68,868	71,398
14	61,239	62,499	63,169	64,619	66,259	68,169	69,809	71,469	73,999
15-20	64,270	65,530	66,200	67,650	69,290	71,200	72,840	74,500	77,030

**Longevity Pay**

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

\$3,500	After 20 years of experience, 10 of which are in the Hillsborough School District
6,500	After 25 years of experience, 15 of which are in the Hillsborough School District
12,500	After 30 years of experience, 20 of which are in the Hillsborough School District

**SCHEDULE C**

**TEACHERS SALARY GUIDE 2007-2008**

<b>STEP</b>	<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>MA60</b>	<b>PHD</b>
1	45,412	46,672	47,342	48,792	50,432	52,342	53,982	55,642	58,172
2	46,212	47,472	48,142	49,592	51,232	53,142	54,782	56,442	58,972
3	47,012	48,272	48,942	50,392	52,032	53,942	55,582	57,242	59,772
4-5	47,812	49,072	49,742	51,192	52,832	54,742	56,382	58,042	60,572
6-7	48,872	50,132	50,802	52,252	53,892	55,802	57,442	59,102	61,632
8	49,932	51,192	51,862	53,312	54,952	56,862	58,502	60,162	62,692
9	50,992	52,252	52,922	54,372	56,012	57,922	59,562	61,222	63,752
10	53,152	54,412	55,082	56,532	58,172	60,082	61,722	63,382	65,912
11	55,432	56,692	57,362	58,812	60,452	62,362	64,002	65,662	68,192
12	57,822	59,082	59,752	61,202	62,842	64,752	66,392	68,052	70,582
13	60,312	61,572	62,242	63,692	65,332	67,242	68,882	70,542	73,072
14	63,113	64,373	65,043	66,493	68,133	70,043	71,683	73,343	75,873
15-20	66,020	67,280	67,950	69,400	71,040	72,950	74,590	76,250	78,780

**Longevity Pay**

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

\$3,500	After 20 years of experience, 10 of which are in the Hillsborough School District
6,500	After 25 years of experience, 15 of which are in the Hillsborough School District
12,500	After 30 years of experience, 20 of which are in the Hillsborough School District

# HILLSBOROUGH TEACHER GUIDES

## Conversion/Placement Chart

*(Read Directly Across a Horizontal Line to Track Advancement)*

<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>		<u>2007-08</u>
<u>Step</u>		<u>Step</u>		<u>Step</u>		<u>Step</u>
						1
				1	[	2
		1	[	2	[	3
1-2	[	2-3	[	3-4	[	4-5
3-4	[	4-5	[	5-6	[	6-7
5	[	6	[	7	[	8
6	[	7	[	8	[	9
7	[	8	[	9	[	10
8	[	9	[	10	[	11
9	[	10	[	11	[	12
10	[	11	[	12	[	13
11	[	12	[	13	[	14
12	[	13	[	14	[	15-20
13	[	14	[	15-20	[	15-20
14	[	15-20	[	15-20	[	15-20
15-19	[	15-20	[	15-20	[	15-20

**SCHEDULE D**

**TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2005-2006**

<b>Step</b>	<b>12-Month Secretary</b>	<b>10-Month Secretary</b>	<b>Accounting Clerk</b>	<b>10-Month Data Entry Operator</b>	<b>Head Bookkeeper</b>
1	31,193	25,423	31,893	32,982	35,104
2-3	31,817	25,931	32,517	33,606	35,728
4-5	32,453	26,449	33,153	34,242	36,364
6	33,415	27,233	34,115	35,204	37,326
7	34,405	28,040	35,105	36,194	38,316
8	35,426	28,872	36,126	37,215	39,337
9	36,476	29,728	37,176	38,265	40,387
10-13	37,557	30,609	38,257	39,346	41,468
14	38,670	31,516	39,370	40,459	42,581
15	39,816	32,450	40,516	41,605	43,727
16-18	40,996	33,412	41,696	42,785	44,907
19-19A	42,226	34,414	42,926	44,015	46,137
20-24	43,493	35,447	44,193	45,282	47,404
25-29	45,206	36,843	45,906	46,995	49,117
30+	46,854	38,186	47,554	48,643	50,765



**SCHEDULE D**

**TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2006-2007**

<b>Step</b>	<b>12-Month Secretary</b>	<b>10-Month Secretary</b>	<b>Accounting Clerk</b>	<b>10-Month Data Entry Operator</b>	<b>Head Bookkeeper</b>
1	32,134	26,189	32,834	33,923	36,045
2	32,776	26,713	33,476	34,565	36,687
3-4	33,432	27,247	34,132	35,221	37,343
5-6	34,422	28,054	35,122	36,211	38,333
7	35,443	28,886	36,143	37,232	39,354
8	36,494	29,743	37,194	38,283	40,405
9	37,576	30,624	38,276	39,365	41,487
10	38,689	31,532	39,389	40,478	42,600
11-14	39,836	32,466	40,536	41,625	43,747
15	41,017	33,429	41,717	42,806	44,928
16	42,232	34,419	42,932	44,021	46,143
17-19	43,499	35,452	44,199	45,288	47,410
20-24	44,804	36,515	45,504	46,593	48,715
25-29	46,569	37,953	47,269	48,358	50,480
30+	48,267	39,337	48,967	50,056	52,178

**SCHEDULE D**

**TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2007-2008**

<b>Step</b>	<b>12-Month Secretary</b>	<b>10-Month Secretary</b>	<b>Accounting Clerk</b>	<b>10-Month Data Entry Operator</b>	<b>Head Bookkeeper</b>
1	33,092	26,970	33,792	34,881	37,003
2	33,753	27,509	34,453	35,542	37,664
3	34,428	28,059	35,128	36,217	38,339
4-5	35,448	28,890	36,148	37,237	39,359
6-7	36,499	29,747	37,199	38,288	40,410
8	37,581	30,629	38,281	39,370	41,492
9	38,695	31,537	39,395	40,484	42,606
10	39,842	32,471	40,542	41,631	43,753
11	41,023	33,433	41,723	42,812	44,934
12-15	42,239	34,425	42,939	44,028	46,150
16	43,491	35,445	44,191	45,280	47,402
17	44,795	36,508	45,495	46,584	48,706
18-19	46,139	37,603	46,839	47,928	50,050
20-24	47,523	38,731	48,223	49,312	51,434
25-29	48,949	39,893	49,649	50,738	52,860
30+	50,417	41,090	51,117	52,206	54,328

**SCHEDULE D**

**OFFICE PERSONNEL STAFF ADVANCEMENT CHART**

<u>2004-05</u> Step		<u>2005-06</u> Step		<u>2006-07</u> Step		<u>2007-08</u> Step
						1
				1	[	2
		1	[	2	[	3
1-2	[	2-3	[	3-4	[	4-5
3-4	[	4-5	[	5-6	[	6-7
5	[	6	[	7	[	8
6	[	7	[	8	[	9
7	[	8	[	9	[	10
8	[	9	[	10	[	11
9-12	[	10-13	[	11-14	[	12-15
13	[	14	[	15	[	16
14	[	15	[	16	[	17
15	[	16	[	17	[	18
16	[	17	[	18	[	19
17	[	18	[	19	[	20
18	[	19	[	20	[	21
19	[	19A	[	20	[	21
19A	[	20	[	21	[	22
20	[	21	[	22	[	23
21	[	22	[	23	[	24
22	[	23	[	24	[	25
23	[	24	[	25	[	26
24	[	25	[	26	[	27
25	[	26	[	27	[	28
26	[	27	[	28	[	29
27	[	28	[	29	[	30+
28	[	29	[	30+	[	30+
29	[	30+	[	30+	[	30+
30+	[	30+	[	30+	[	30+

**SCHEDULE E**  
**LIBRARY ASSISTANTS**  
**SALARY GUIDE**

<u>2005-06</u>		<u>2006-07</u>		<u>2006-07</u>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	25,705	1	26,480	1	27,270
2	26,425	2	27,221	2	28,033
3	27,144	3	27,962	3	28,796
4	27,863	4	28,703	4	29,559
5	28,583	5	29,444	5	30,322

**SCHEDULE F**

**INSTRUCTIONAL ASSISTANTS**

**SALARY GUIDE**

<u>2005-06</u>		<u>2006-07</u>		<u>2006-07</u>	
<b>Step</b>	<b>Daily Rate</b>	<b>Step</b>	<b>Daily Rate</b>	<b>Step</b>	<b>Daily Rate</b>
1	123.49	1	126.11	1	128.73
2	127.81	2	130.52	2	133.24
3	131.14	3	135.09	3	137.90
4	134.54	4	138.60	4	142.73

**SCHEDULE G**

**CLERICAL ASSISTANTS**

**SALARY GUIDE**

<u>2005-06</u>		<u>2006-07</u>		<u>2006-07</u>	
<b>Step</b>	<b>Hourly Rate</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Step</b>	<b>Hourly Rate</b>
1	17.60	1	18.13	1	18.67
2	17.81	2	18.35	2	18.90
3	18.01	3	18.55	3	19.10

SCHEDULE H

SALARY GUIDES FOR CUSTODIAL AND MAINTENANCE PERSONNEL

2005-2006

Step	Custodian	E.S. Custodian	M.S. Custodian Maintenance Mechanic	H.S. Custodian
1	26,510	29,810	33,810	34,410
2	27,067	30,367	34,367	34,967
3	27,635	30,935	34,935	35,535
4	28,216	31,516	35,516	36,116
5	28,808	32,108	36,108	36,708
6	29,528	32,828	36,828	37,428
7	30,267	33,567	37,567	38,167
7A	31,326	34,626	38,626	39,226
7B	32,422	35,722	39,722	40,322
8	33,557	36,857	40,857	41,457
9	34,832	38,132	42,132	42,732
9A	36,504	39,804	43,804	44,404
10	38,238	41,538	45,538	46,138
10A	40,054	43,354	47,354	47,954
11	41,957	45,257	49,257	49,857
12	43,950	47,250	51,250	51,850
13	46,060	49,360	53,360	53,960
14	48,328	51,628	55,628	56,228

SCHEDULE H

SALARY GUIDES FOR CUSTODIAL AND MAINTENANCE PERSONNEL

2006-2007

Step	Custodian	E.S. Custodian	M.S. Custodian Maintenance Mechanic	H.S. Custodian
1	27,309	30,609	34,609	35,209
2	27,883	31,183	35,183	35,783
3	28,468	31,768	35,768	36,368
4	29,066	32,366	36,366	36,966
5	29,676	32,976	36,976	37,576
6	30,418	33,718	37,718	38,318
7	31,179	34,479	38,479	39,079
7A	32,270	35,570	39,570	40,170
7B	33,400	36,700	40,700	41,300
8	34,568	37,868	41,868	42,468
9	35,882	39,182	43,182	43,782
9A	37,604	40,904	44,904	45,504
10	39,391	42,691	46,691	47,291
10A	41,261	44,561	48,561	49,161
11	43,222	46,522	50,522	51,122
12	45,275	48,575	52,575	53,175
13	47,448	50,748	54,748	55,348
14	49,785	53,085	57,085	57,685



**SCHEDULE H**

**SALARY GUIDES FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

**2007-2008**

<b>Step</b>	<b>Custodian</b>	<b>E.S. Custodian</b>	<b>M.S. Custodian Maintenance Mechanic</b>	<b>H.S. Custodian</b>
1	28,123	31,423	35,423	36,023
2	28,714	32,014	36,014	36,614
3	29,317	32,617	36,617	37,217
4	29,933	33,233	37,233	37,833
5	30,560	33,860	37,860	38,460
6	31,325	34,625	38,625	39,225
7	32,108	35,408	39,408	40,008
7A	33,232	36,532	40,532	41,132
7B	34,395	37,695	41,695	42,295
8	35,599	38,899	42,899	43,499
9	36,951	40,251	44,251	44,851
9A	38,725	42,025	46,025	46,625
10	40,565	43,865	47,865	48,465
10A	42,491	45,791	49,791	50,391
11	44,510	47,810	51,810	52,410
12	46,624	49,924	53,924	54,524
13	48,862	52,162	56,162	56,762
14	51,269	54,569	58,569	59,169

SCHEDULE I

TRANSPORTATION DRIVERS

SALARY GUIDE

<u>2005-2006</u>		<u>2006-07</u>		<u>2006-07</u>	
Step	Hourly Rate	Step	Hourly Rate	Step	Hourly Rate
1	22.52	1	23.20	1	23.89
2	22.80	2	23.49	2	24.19
3	23.08	3	23.78	3	24.49
4	23.36	4	24.06	4	24.78
5	23.62	5	24.33	5	25.06
6	23.90	6	24.62	6	25.35
7	24.18	7	24.91	7	25.65
8	24.45	8	25.19	8	25.94
9	24.73	9	25.48	9	26.24
10	25.00	10	25.75	10	26.52
<b>Transportation</b>					
<b>Aide:</b>					
	16.66		17.44		18.26

**SCHEDULE J**

**SALARY GUIDE FOR ATHLETIC COACHES**

	Year	HEAD COACHES			FIRST ASSISTANTS			ASSISTANT COACHES			MIDDLE SCHOOL COACHES		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
<b>LEVEL I</b>													
Football	2005-2006	9399	9682	9972	6580	6777	6980	6109	6293	6482			
	2006-2007	9681	9972	10272	6777	6981	7190	6292	6482	6676			
	2007-2008	9971	10272	10580	6980	7190	7405	6481	6677	6877			
<b>LEVEL II</b>													
Girls Track	2005-2006	7898	8133	8376				5132	5286	5445			
Boys Track	2006-2007	8135	8377	8627				5286	5445	5608			
	2007-2008	8379	8628	8886				5445	5608	5776			
<b>LEVEL III</b>													
Winter Track	2005-2006	7707	7938	8177	5395	5557	5725	5010	5160	5316			
	2006-2007	7939	8176	8422	5557	5724	5896	5160	5315	5475			
	2007-2008	8177	8422	8675	5724	5895	6073	5315	5475	5640			
<b>LEVEL IV</b>													
Boys Basketball	2005-2006	7519	7746	7978				4887	5035	5186	3910	4027	4149
Girls Basketball	2006-2007	7745	7978	8218				5034	5186	5342	4027	4148	4273
Baseball	2007-2008	7977	8217	8464				5185	5341	5502	4148	4273	4402
Softball													
<b>LEVEL V</b>													
Wrestling	2005-2006	7331	7551	7778				4765	4908	5055	3812	3926	4045
	2006-2007	7550	7777	8011				4908	5055	5207	3926	4044	4166
	2007-2008	7777	8011	8251				5055	5207	5363	4044	4165	4291
<b>LEVEL VI</b>													
Boys Lacrosse	2005-2006	7143	7357	7579	5001	5150	5305	4643	4782	4926	3714	3826	3941

	Year	HEAD COACHES			FIRST ASSISTANTS			ASSISTANT COACHES			MIDDLE SCHOOL COACHES		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Girls Lacrosse	2006-2007	7357	7578	7806	5151	5305	5464	4783	4926	5074	3826	3941	4059
	2007-2008	7578	7805	8040	5305	5464	5628	4926	5074	5227	3940	4059	4181
<b>LEVEL VII</b>													
Boys Soccer	2005-2006	6956	7165	7379	4869	5015	5165	4522	4657	4797	3617	3726	3837
Girls Soccer	2006-2007	7164	7380	7600	5015	5166	5320	4657	4796	4941	3726	3837	3952
	2007-2008	7379	7601	7828	5165	5320	5480	4797	4940	5089	3838	3952	4070
<b>LEVEL VIII</b>													
Swimming	2005-2006	6580	6776	6980				4277	4405	4537			
	2006-2007	6777	6980	7190				4405	4537	4673			
	2007-2008	6980	7189	7405				4537	4674	4813			
<b>LEVEL IX</b>													
Boys Cross Country	2005-2006	6392	6584	6782	4474	4609	4747	4155	4280	4407	3324	3424	3526
Girls Cross Country	2006-2007	6584	6781	6985	4609	4748	4890	4280	4408	4540	3424	3526	3631
Field Hockey	2007-2008	6781	6985	7195	4747	4890	5036	4408	4540	4676	3526	3632	3740
Ice Hockey													
<b>LEVEL X</b>													
No current sports	2005-2006	5828	6003	6183				3788	3902	4019			
	2006-2007	6003	6183	6369				3902	4019	4140			
	2007-2008	6183	6368	6560				4019	4139	4264			
<b>LEVEL XI</b>													
Girls Tennis	2005-2006	4887	5035	5185				3177	3272	3370			
Boys Tennis	2006-2007	5034	5186	5341				3272	3370	3471			
	2007-2008	5185	5341	5501				3370	3472	3575			
<b>LEVEL XII</b>													
Gymnastics	2005-2006	4512	4647	4786									
Fall Cheerleading	2006-2007	4648	4787	4930									
Spring Cheerleading	2007-2008	4787	4930	5078									
Boys Volleyball													

Year	HEAD COACHES			FIRST ASSISTANTS			ASSISTANT COACHES			MIDDLE SCHOOL COACHES		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Girls Volleyball												
<b>LEVEL XIII</b>												
Golf	2005-2006	4135	4260	4387								
	2006-2007	4260	4388	4518								
	2007-2008	4387	4520	4654								

Entry level shall be established by superintendent in consultation with principals and athletic director  
There are three (3) years between steps; therefore, it takes seven (7) years to reach Step 3

First Assistants received 70% of the head coaching position at their own level of experience  
All other Assistants receive 65% of the head coaching position at their own level of experience  
Middle School coaches will receive 80% of the asst coaching position at their own level of experience

By way of example: If the football coach were on Step 1 @ \$8,771 but the First Assistant had been in the position for seven or more years, his/her rate of pay would be based upon 70% of the head coaching stipend @ Step 3

**SCHEDULE K**

**CO-CURRICULAR ACTIVITIES**

**STIPENDS**

CLUB	2005-2006	2006-2007	2007-2008
<b>HIGH SCHOOL</b>			
Academic Team	\$ 1,812	\$ 1,866	\$ 1,922
Affirmative Action	\$ 859	\$ 885	\$ 911
Amnesty International (2)	\$ 859	\$ 885	\$ 911
Assistant Band Director	\$ 2,537	\$ 2,613	\$ 2,691
Assistant Robotics	\$ 1,086	\$ 1,118	\$ 1,152
Band Director	\$ 4,217	\$ 4,343	\$ 4,474
Band Front (2)	\$ 2,030	\$ 2,091	\$ 2,154
Biology Team	\$ 1,812	\$ 1,866	\$ 1,922
Bursar	\$ 3,985	\$ 4,105	\$ 4,228
Channel 14	\$ 1,740	\$ 1,792	\$ 1,846
Chemistry Team	\$ 1,812	\$ 1,866	\$ 1,922
Choreographer	\$ 2,174	\$ 2,240	\$ 2,307
Diversity (2)	\$ 859	\$ 885	\$ 911
Drill Team	\$ 1,171	\$ 1,206	\$ 1,242
Earth Science Team	\$ 1,812	\$ 1,866	\$ 1,922
Fine Arts Calendar	\$ 685	\$ 705	\$ 727
Fencing	\$ 1,171	\$ 1,206	\$ 1,242
French Honor Society	\$ 458	\$ 472	\$ 486
Freshman Class	\$ 1,740	\$ 1,792	\$ 1,846
Freshman Transition Advisors (4)	\$ 600	\$ 618	\$ 637
Future Teachers of America	\$ 824	\$ 849	\$ 874
German Honor Society	\$ 458	\$ 472	\$ 486
Interact	\$ 458	\$ 472	\$ 486
Italian Honor Society	\$ 458	\$ 472	\$ 486
Jazz Band	\$ 2,404	\$ 2,476	\$ 2,550
Junior Class (2)	\$ 2,030	\$ 2,091	\$ 2,154
Junior Drama (2)	\$ 2,102	\$ 2,165	\$ 2,230
Latin Honor Society	\$ 458	\$ 472	\$ 486
Literary Magazine	\$ 1,594	\$ 1,642	\$ 1,692
Magic Club	\$ 820	\$ 844	\$ 870
Math Team	\$ 1,812	\$ 1,866	\$ 1,922
Mock Trial	\$ 1,030	\$ 1,061	\$ 1,093
Model Congress (3)	\$ 1,171	\$ 1,206	\$ 1,242
Model U.N. (3)	\$ 826	\$ 851	\$ 876
Musical Set Construction	\$ 1,594	\$ 1,642	\$ 1,692
Musical Stage Director	\$ 2,102	\$ 2,165	\$ 2,230
National Art Honor Society	\$ 685	\$ 705	\$ 727

<b>CLUB</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
National Honor Society	\$ 2,679	\$ 2,759	\$ 2,842
Newspaper Advisor (Voice)	\$ 2,318	\$ 2,387	\$ 2,459
Olympic Weightlifting	\$ 1,171	\$ 1,206	\$ 1,242
PALS (Formerly Forum/Jr. State of America)	\$ 1,030	\$ 1,061	\$ 1,093
PEP (Philosophy)	\$ 961	\$ 990	\$ 1,020
Physics Team	\$ 1,812	\$ 1,866	\$ 1,922
Ping Pong	\$ 820	\$ 844	\$ 870
Powerlifting	\$ 1,812	\$ 1,866	\$ 1,922
PUSH	\$ 859	\$ 885	\$ 911
Regional/All State Band	\$ 618	\$ 637	\$ 656
Regional/All State Chorus	\$ 618	\$ 637	\$ 656
Robotics	\$ 1,812	\$ 1,866	\$ 1,922
Roller Hockey	\$ 1,171	\$ 1,206	\$ 1,242
Rugby	\$ 1,171	\$ 1,206	\$ 1,242
Rutgers Challenge	\$ 1,086	\$ 1,118	\$ 1,152
School Musical	\$ 3,696	\$ 3,807	\$ 3,921
Science Olympiad	\$ 1,812	\$ 1,866	\$ 1,922
Senior Class (2)	\$ 2,464	\$ 2,538	\$ 2,614
Sophomore Class (2)	\$ 1,740	\$ 1,792	\$ 1,846
Spanish Honor Society	\$ 458	\$ 472	\$ 486
Stage Equipment	\$ 685	\$ 705	\$ 727
Student Council (2)	\$ 1,875	\$ 1,931	\$ 1,989
MAC (Formerly SUFFER)	\$ 859	\$ 885	\$ 911
Tri-M National Music Honor Society	\$ 685	\$ 705	\$ 727
Ultimate Frisbee	\$ 1,171	\$ 1,206	\$ 1,242
Waksman Scholar	\$ 1,812	\$ 1,866	\$ 1,922
Writer's Circle	\$ 859	\$ 885	\$ 911
YCAL	\$ 859	\$ 885	\$ 911
Yearbook	\$ 3,334	\$ 3,434	\$ 3,537
<b>MIDDLE SCHOOL</b>			
Drama Club 2 @	\$ 1,511	\$ 1,556	\$ 1,603
Future Teachers of America	\$ 824	\$ 849	\$ 874
Grade 8 Class	\$ 2,973	\$ 3,062	\$ 3,154
Jazz Band	\$ 1,649	\$ 1,699	\$ 1,749
Newspaper	\$ 1,956	\$ 2,015	\$ 2,075
Regional Intermediate Band	\$ 618	\$ 637	\$ 656
Regional Intermediate Chorus	\$ 618	\$ 637	\$ 656
Robotics	\$ 1,449	\$ 1,493	\$ 1,537
Student Council (2) @	\$ 1,499	\$ 1,544	\$ 1,590
Science Olympiad	\$ 2,973	\$ 3,062	\$ 3,154
Yearbook	\$ 2,174	\$ 2,240	\$ 2,307

<b>CLUB</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
<b>AUTEN ROAD INTERMEDIATE SCHOOL</b>			
Band/Orchestra	\$ 1,071	\$ 1,103	\$ 1,136
Chorus	\$ 536	\$ 552	\$ 568
Student Council	\$ 1,071	\$ 1,103	\$ 1,136
Yearbook	\$ 964	\$ 993	\$ 1,023
<b>ELEMENTARY</b>			
Family Math (Per Teacher - Session)	\$ 103	\$ 106	\$ 109
Family Science (Per Teacher - Session)	\$ 103	\$ 106	\$ 109
Family Tools & Technology (Per Teacher - Session)	\$ 103	\$ 106	\$ 109
<b>DISTRICT</b>			
Intramurals (12-1/3)	\$ 2,973	\$ 3,062	\$ 3,154
Web Site Manager	\$ 3,748	\$ 3,861	\$ 3,976



**SCHEDULE L**

**PERMANENT SCHOOL AIDES**

**SALARY GUIDE**

<u>2005-06</u>		<u>2006-07</u>		<u>2006-07</u>	
<b>Step</b>	<b>Hourly Rate</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Step</b>	<b>Hourly Rate</b>
1	13.73	1	14.14	1	14.56
2	14.14	2	14.56	2	15.00
3	14.57	3	15.01	3	15.46
4	15.00	4	15.45	4	15.91
5	15.45	5	15.92	5	16.39

**ADDITIONAL ITEMS**

I. Class Coverage

A. Teachers will receive the following amounts per class during their conference and preparation time during the term of the Agreement.

<u>School</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
High School (50 min.)	\$19.91	\$20.51	\$21.12
Middle School (40 min.) and Elementary	\$15.95	\$16.43	\$16.93

II. Chaperone Stipend

The following stipend per event shall be paid during the time of this Agreement: \$44.33 for the 2005-2006 school year, \$45.66 for the 2006-2007 school year, and \$47.03 for the 2007-2008 school year.

IN WITNESS THEREOF we have hereunto set our hands and seals the day and year first above written, and all officers whose signatures are affixed hereto verify that this Agreement has been ratified by each respective party and such officer is authorized to affix his signature hereto.

\_\_\_\_\_  
Hillsborough Education  
Association

\_\_\_\_\_  
The Board of Education of  
the Township of Hillsborough

\_\_\_\_\_  
Barbara Parker  
President

\_\_\_\_\_  
Christopher Pulsifer  
President

Document prepared by Barbara Parker for the Association, and Stephen R. Fogarty, Esq., for the Board.