

**HAMPTON TOWNSHIP BOARD OF EDUCATION  
HTEA AGREEMENT  
JULY 1, 2004 - JUNE 30, 2007**

**ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment covered by this Agreement for Certified Teaching Personnel, Classroom Aides, Personal Care Aide, Head Custodian and Custodians, under the Board's employ by contract.

**ARTICLE II- REPRESENTATION FEE**

- A.
1. The Board agrees to deduct from the salaries of its employees dues for the Hampton Township Education Association, the Sussex County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-159C) and under the rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the treasurer of the Hampton Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. Employee authorization shall be in writing to the Business Administrator/Board Secretary.
  2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues.
  3. The filing of notice of an employee's withdrawal of dues deduction shall be according to rules and statutes.
- B.
1. If a bargaining unit member does not become a member of the Association effective October 1 of each year, or within 60 days of employment if he or she is a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the employee's per capita cost of services rendered by the Association as majority representative, exclusive of the fees related to partisan political activities or causes or ideological positions only incidentally related to terms and conditions of employment.
  2. Prior to October 1 of each year the Association will certify to the Board in writing the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee paid by non-members will be determined by the Association in accordance with all laws.

3. Prior to October 1, or as soon as possible thereafter, the treasurer of the Association shall submit to the Business Administrator/Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck or the first paycheck after 30 days after receiving the list or 60 days of employment for new employees, and transmit it to the Association.
4. If an employee terminates his employment or is terminated by the Board, it is agreed that his representation fee is considered paid in full, as it is with payment of dues by payroll deduction for Association members. As far as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
5. The Board will submit to the Association treasurer a list of all new employees who began their employment in the unit within a reasonable time period. The list will include name, date of employment and assignment. The Board agrees to advise new employees of the terms and conditions of this article.
6. The Association will notify the Board in writing of any changes in the list provided for in B.3 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made within 30 days.
7. The Association will establish and maintain a demand and return system as required by NJSA 34: 13A-5.6. A sufficient number of copies of the Association's demand and return system shall be provided to the Board.
8. 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 employer in conformance with this provision.

### **ARTICLE III - DURATION**

This Agreement is effective July 1, 2004 through June 30, 2007.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

1. **DEFINITION:** The term "grievance" as used herein is defined as an appeal of the interpretation, application, or alleged violation of board policies, this Agreement, or administrative decisions affecting terms and conditions of employment. Grievances may be filed by an individual or by the Association.

2. PROCEDURE:

- A. This grievance procedure must be instituted within thirty (30) days of the time the grievant knew or should have known of the alleged misapplication, misinterpretation, or violation of the Agreement.
- B. Order of Appeals - The following shall be the order of appeal in all cases involving aggrieved employees:
  - From the employee to the Unit Leader, or Head Custodian, then to the Administrator, then to the Board of Education, and thus to Arbitration.

3. LEVEL ONE:

- A. Any employee who has a grievance shall in the first instance discuss the matter orally and informally with his or her Unit Leader, or Head Custodian. If the matter is satisfactorily resolved within a period of seven (7) calendar days, no further proceedings shall be had. Written memos shall be signed, dated, and kept by both parties if not resolved at this stage.
- B. If the matter is not satisfactorily resolved, then the employee shall discuss the matter orally and informally with the Administrator. If the matter is satisfactorily resolved within a period of seven (7) calendar days, no further proceedings are necessary. Written memos shall be signed, dated, and kept by both parties.

4. LEVEL TWO:

- A. If the grievance is not satisfactorily resolved within a period of seven (7) calendar days, then the employee shall reduce the decision to writing, stating (1) nature of grievance, (2) results of previous discussion and basis of dissatisfaction with the determination, and (3) request a hearing with the Board. A copy of the grievance and the decision shall, within seven (7) calendar days, be forwarded to the Board of Education.
- B. A meeting shall be scheduled within thirty (30) calendar days after receipt of the grievance by the Board of Education for the aggrieved employee and the Administrator to present their positions. The Board shall, within ten (10) calendar days after such hearing, render a written decision and shall provide a copy of the decision for the aggrieved employee and the Administrator.

5. LEVEL THREE:

- A. A person may be dissatisfied with the Level Two decision or the fact that no decision is received within the time limit. The next step would be to submit a written request for arbitration to the Association. This must take place within seven (7) calendar days after receipt of the decision, or seventeen (17) calendar days of the hearing. If the Association determines that the grievance is meritorious, it may submit the

grievance to arbitration, with notification to the Board, within fifteen (15) calendar days after receipt of a request by the aggrieved person.

- B. Within fourteen (14) calendar days after written notice of submission to arbitration, the Board and the Association shall attempt to agree upon and obtain an arbitrator. A request for a list of arbitrators may be made to the American Arbitration Association by the parties if they have been unable to agree upon and secure an arbitrator. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The arbitrator selected shall confer with the representatives of the Board and the Association, hold hearings promptly, and issue a decision not later than twenty (20) calendar days from the close of hearings, or after the receipt of the final statements and proofs on the issues. The arbitrator's decision shall be in writing and shall set forth his findings, reasonings, and conclusions on the issues. The decision of the arbitrator shall be submitted to the Association and shall be advisory.

6. MISCELLANEOUS

- A. At any stage of the grievance procedure, either party shall have the right to have present one witness at a time. The aggrieved employee and the Board shall have the right to have a representative speak on his or her behalf.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate Board Office grievance file, and shall not be kept in the personnel file of any of the participants.
- C. All meetings and hearings under this procedure shall be conducted in private, except as Open Public Meetings Act shall apply.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association.
- E. Time limits may be extended by mutual agreement.

**ARTICLE V - OPEN AND/OR NEWLY CREATED POSITIONS**

All certified teachers and support staff shall be given opportunity to make application for positions. No position shall be filled until all properly submitted applications, on forms provided by the Administrator and within time limits set forth in the notice, have been considered. The Board agrees to see that due weight is given to the professional background and/or attainments of all applicants and other relevant factors. The Board reserves the right to make the final determination as to the best person to be placed in the open position. Notice of positions will be posted by the Administrator on bulletin boards in the office and faculty rooms.

During summer recess and prior to August 1, notice of positions will be sent by the Administrator to the HTEA Executive Committee members. After August 1, such notice will be given to the Association President.

**ARTICLE VI - SALARIES AND OTHER COMPENSATION - SUPPORT STAFF**

1. Salary increases are according to the attached guides. Any support staff employee hired after January 1, shall not be entitled to automatically receive the negotiated increase in salary on July 1 of that same year. Any increase to said employee is at the discretion of the Board of Education. Salary increases are according to the attached guides.
2. Payroll periods and check issuance will be the 15th and 30th of each month, or the last working day prior to those dates. When a scheduled bank holiday coincides with a payday, the checks will be issued on the previous school day. The Board agrees to pay all staff members on the first Friday of the month of September in lieu of a payroll scheduled for September 15<sup>th</sup>.

3. Custodial uniform and shoe allowance:

The Board of Education shall provide a uniform allowance of \$310 annually, for each custodian to cover the expenses of the purchase of pants, shirts, work shoes, rain outfits, jackets, hats, and any other custodial work-related clothing. Substitutions require prior approval by the Chief School Administrator and may not exceed the costs agreed to in this contract.

4. Time and one half shall be paid as required by law.  
(Also see Board of Education Policy 4143, Type D.)
5. Undergraduate credits taken at an accredited college or university or community college shall be eligible for reimbursement on the following basis: Courses must be approved in advance by the Chief School Administrator and shall be in the area of the staff member's current assignment. Courses which are not in the area of the staff member's current assignment may be approved by the Chief School Administrator should s/he deem them of direct benefit to the school district. Reimbursement during 2004-07 shall be according to Article XIII A.1 and A.2. The maximum total payments made by the Board shall not exceed \$13,000 during each of the three years of this contract (2004-2007), for both the teaching and support staff. In order to receive reimbursement, a grade of B or better must be attained. Part time employees will receive full reimbursement according to Article XIII A.1 and A.2.
6. Leaves governing jury duty are set forth in Board Policy 4251.5, and in accordance with the State laws and regulations.

**ARTICLE VII- SALARIES AND OTHER COMPENSATION - CERTIFIED TEACHING STAFF**

1. Salary increases are according to the attached guides. Certified teaching staff must work more than ninety (90) teaching days in the school year to be eligible for salary increment and credit toward longevity.
2. Longevity payments are included in the attached guides.
3. Undergraduate and graduate credits taken with an accredited college or university shall be eligible for reimbursement on the following basis: Courses must be approved in advance by the Chief School Administrator and shall be in the area of the teacher's current assignment or current teaching certificate. Courses which are not in the area of the teacher's current assignment or current teaching certificate may be approved by the Chief School Administrator should s/he deem them of direct benefit to the school district. Reimbursement during 2004-07 shall be according to Article XIII A.1 and A.2. The maximum total annual payments made by the Board shall not exceed \$13,000 during 2004-07 for both the teaching and support staff. In order to receive reimbursement, a grade of B or better must be attained. Part time certified employees will receive full reimbursement
4. Added compensation for related graduate work completed following initial employment is set forth in Schedule "A". Credits must be in the area of the teacher's current assignment or current teaching certificate and be accepted by the Administrator. Courses which are not in the area of the teacher's current assignment or current teaching certificate, may be approved by the Chief School Administrator should s/he deem them of direct benefit to the School District. Transcripts shall be presented for approval annually, prior to September 1 of the year in which the compensation is to be initiated. Prior review of course titles is available and forms may be filled out and submitted to the Administrator for his action. The teacher must receive a B or better to be eligible for graduate credit compensation in increments indicated on the salary guide.
5. Candidates for a professional staff position with more than five years teaching experience may be offered service placement with a minimum of five years and a maximum of ten years experience. Educational qualifications will be fully recognized.
6. Teachers may individually elect to have ten percent (10%) of their gross salary deducted from their pay to be deposited in a savings account. These funds, with interest, may be withdrawn by the teacher at their discretion after the earning period.
7. Payroll periods and check issuance will be the 15<sup>th</sup> and 30<sup>th</sup> of each month, or the last working day prior to those dates. When a scheduled bank holiday coincides with a payday, the checks will be issued on the previous school day. The Board agrees to

pay all staff members on the first Friday of the month of September, in lieu of a payroll scheduled for September 15<sup>th</sup>.

- 8. Compensation for each Unit Leader will be granted for each school year of this contract in the amount of \$3,000 for each year of this agreement.

It was agreed to provide extra compensation for a staff member presently employed by the district to hire substitutes for absent staff members during the student school year. A staff member hired as a sub-caller will be compensated for an answering machine, additional phone line, and phone bill.

**9. EXTRA PAY FOR EXTRA SERVICES**

- A. The Association agrees to submit a list of extra pay after school activities that will be limited to a maximum of \$4,400 for each of the three years of this contract. Activity leaders will be compensated at a rate of \$30 per hour. The extra services program shall be planned by the Administration and the teaching staff prior to its submission to the Board. If any activity warrants more than one advisor for the purposes of safety or number of students enrolled, each advisor shall receive full stipend. The Chief School Administrator and the teaching staff shall discuss extra advisors prior to the Chief School Administrator’s recommendation to the Board.

- B. The following extra service programs will be compensated yearly at the following rates:

	Stipend
Yearbook – 2 staff members	\$150 each
Stokes – 1 coordinator	\$350
Stokes – 4 staff members	\$200 each
Cognetics – 1 staff member	\$185
Sub Caller	\$3,000
Chorale	\$2,070

- C. Also see Board of Education Policy 4143 – Remuneration For Additional Services Beyond Job Descriptions, Types A, B, C and D. This policy will be concurrently reviewed and updated with the negotiations process.

**ARTICLE VIII – SICK LEAVE**

- 1. Teachers employed shall be entitled to ten (10) sick days each school year as of the first official day of said year. Unused sick leave days from within the District shall be accumulated from year to year. One half credited and unused sick leave days from other public school employment shall be added upon receiving tenure and upon written verification from prior employers.
- 2. Support staff shall be entitled to ten (10) sick days each school year as of the first official day of said year. Twelve month employees are entitled to twelve (12) sick

leave days. New employees are entitled to one sick day per month during the first year of employment. Unused sick leave days from within the District shall be accumulated from year to year. One half credited and unused sick leave days from other public school employment shall be added upon first employment and upon written verification from prior employers. However, credited unused sick leave from other districts will be restricted for use until three years after the initial employment date of the new employee.

3. A. Effective July 1, 2001, any employee who retires according to the Teachers' Pension and Annuity Fund or Public Employees Retirement System in order to receive immediate benefits and not merely "deferred retirement" and has fifteen (15) years of service in the Hampton Township School District shall be eligible for payment of unused sick leave. To be eligible for payment, an employee must notify the Board of his/her intention to retire at least six (6) full months prior to the effective date of the retirement unless the parties mutually agree to a shorter period. Reimbursement will be at the rate of \$50 per day for each year of the contract.
- B. The maximum number of days eligible for reimbursement is one hundred fifty (150).

#### **ARTICLE IX – PERSONAL LEAVES**

1. Leave with pay for extenuating circumstances may be granted at the discretion of the Chief School Administrator for a total of up to five (5) days in one school year and will not be cumulative.
2. In the case of death in the immediate family, an employee shall be allowed a bereavement leave of three days per occasion, not to exceed two occasions per school year. Immediate family is defined as spouse, parent, child, sibling, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild.
3. Other bereavement leaves not covered in IX, 2. are subject to the Chief School Administrator's emergency action, with Board action at its next regularly scheduled meeting.

#### **ARTICLE X - SABBATICAL LEAVE**

Sabbatical leave, not to exceed one (1) year, may be granted to a teacher of the Hampton Township School District, at the discretion of the Board of Education, to pursue an advanced degree or for full time study (12 credits or more per semester), which will directly benefit the school system and contribute to the education of the pupils of the District, in the opinion of the Board of Education, subject to the following conditions:



1. No more than one (1) certified teacher may be on a sabbatical leave at any one time.
2. The teacher must have completed at least nine (9) consecutive years of service in the Hampton Township School District, in a position requiring certification.
3. A teacher on sabbatical leave shall be paid by the Board of Education at the rate of 50% of their full time equivalent pay for a full year sabbatical leave.
4. Request for sabbatical leave must be received by the Chief School Administrator in writing no later than January 1, and action by the Board must be taken on all such requests no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. The application shall contain the following:
  - A. A detailed description of the sabbatical study program and its significance as a contribution to the school district, stated in terms of objectives related to our school district's philosophy and programs.
  - B. The relationship of the study program to the applicant's long-range professional objectives.
5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
6. The employee is expected to return to service in the District for not less than four (4) years upon completion of the leave, and to compare the experience to the objectives stated in the application. If a teacher works less than four (4) years following the sabbatical leave, he or she shall be required to return a prorated portion of the sabbatical grant under the following formula:  $1/40$  of the salary received for each month or part thereof not taught, up to a maximum of  $40/40$  or the entire salary if the teacher fails to return to the employment of the school district after sabbatical leave.
7. No teacher shall be granted more than one sabbatical leave while in the employ of the school district.
8. Courses taken while on leave are not subject to tuition reimbursement.
9. Upon conclusion of the sabbatical leave, teachers shall present satisfactory evidence of successful completion of courses. A grade of B or better is required for course completion.

**ARTICLE XI - ANTICIPATED LEAVES**

1. **MEDICAL DISABILITY LEAVE**

An employee who expects to be disabled shall notify the Chief School Administrator in writing of the commencement date of the anticipated disability as soon as the employee knows of it. A letter from the employee's physician certifying the disability shall accompany the employee's notification. In the case of pregnancy, the employee shall inform the Chief School Administrator of the anticipated delivery date. Medical leave and disability leave will be applied for and approved in accordance with all prevailing state and federal laws, regulations, and procedures.

2. **CHILD CARE LEAVE**

- A. An employee may apply for a child-rearing leave of absence to commence upon termination of the period of actual disability and conclude on September 1 or January 1. This period of child-rearing leave shall not exceed eighteen working months, including the period of both medical disability and child-rearing leave. Any change in the duration of the initial request, but not in excess of the eighteen working months, shall be at the discretion of the Board. Requests for such child-rearing leave shall be made ninety calendar days prior to the commencement of the child-rearing leave and are at the discretion of the Board. Exceptions will be considered on an individual basis. Decisions by the Board will be final and will not be construed as precedent setting or a "past practice." Child Care Leave will be applied for and approved in accordance with all prevailing state and federal laws, regulations and procedures.
- B. No employee on child care leave shall, on the basis of said leave, be denied the opportunity to substitute in the Hampton Township School District in the area of his or her certification or competence.
- C. Any employee adopting an infant child may receive similar leave which shall commence upon his or her receiving defacto custody of said child, or earlier, if necessary, to fulfill the requirements of adoption.

3. **SALARY INCREMENT**

To be eligible for a salary increment and credit toward longevity payment, certified teaching staff must work more than ninety (90) working days in the school year that the leave commences or terminates.

**ARTICLE XII - HEALTH BENEFITS**

- 1. A Health Benefits Program, with coverages comparable to the State Health Benefits Plan, shall be available at Board's expense to employees and dependents upon written

request. Employees who select plans other than Blue Cross/Blue Shield/Blue Cross Major Medical shall pay the difference of the cost between the plan selected and BC/BS/BCMM.

2. The Board shall provide dental insurance for employees and their dependents, at a benefit level comparable to the dental plan in effect during 1997-98. The Board of Education will contribute a maximum of \$1,200 per employee per year toward the dental plan for the duration of this contract.
3. Commencing July 1, 1998, all newly hired employees of the district must be contracted and employed to work a minimum of thirty (30) hours per week in order to be awarded health and medical benefits programs congruent to other HTEA members within the bargaining unit. All employees currently employed by the district and continued to be employed by the Board of Education prior to June 30, 1998, without interruption or break in active service to the district will be awarded health and medical benefits programs congruent to other HTEA members within the bargaining unit once they are contracted and employed to work a minimum of twenty (20) hours per week.

#### 4. Sick Leave Bank

Employees will be allowed to contribute their personal sick days to one of two employee Catastrophic Illness/Accident Leave Bank(s). Depending upon the employee's position and certification, he/she may contribute to either the certificated employees bank or the non-certificated employees bank. No days contributed will be returned to an employee at the time of separation or retirement. The two banks combined accumulated illness days may not exceed a total of 500 days. Any employee who qualifies to be credited with sick leave pay for days taken from either bank must meet the following criteria:

- Employee must have contributed their sick days to The Bank prior to the catastrophic illness, diagnosis or serious accident injury and have been continuously employed by the Hampton Township School District for 3 years and 1 day prior to being diagnosed with said illness or accident.
- Employee qualification is subject to the Superintendent's review and approval of illness documentation from a licensed physician.
- The employee must have exhausted all of his or her individual sick leave, personal leave, family leave and vacation leave prior to receiving bank illness days.
- The employee can request up to a maximum of 150 days subject to the bank containing same number or greater and the transfer of the days are subject to Board of Education approval.
- The HTEA President and a majority of the HTEA officers may approve, in writing, an employee to receive an additional 30 days beyond the 150 day maximum provided the HTEA receives prior approval from the Board of Education.

- The Secretary of the HTEA shall be responsible for maintaining official records of the days transfer into and out of sick leave bank in conjunction with the official district personnel records maintained by the Secretary to the CSA.
- Any employee wishing to donate personal sick leave days may do so by submitting a written request to the CSA and the Secretary to the HTEA. A written response regarding the approval of the transfer will come from the CSA's office as well as the HTEA.
- Any unused sick days donated to an employee may not be eligible for Board reimbursement upon retirement, or separation from employment and the remainder of the sick days will be returned to the sick bank.
  - No outside employment while on sick leave.

### **ARTICLE XIII - STAFF DEVELOPMENT**

The Board and the Association accept the present system of staff development workshop experiences. The Board and the Administration will continue to encourage and pay for staff development workshops within budgetary limitations. They are subject to the prior approval of the Chief School Administrator within those limitations.

#### **A. STAFF- GRADUATE AND UNDERGRADUATE CREDITS**

1. The certified teaching staff shall be reimbursed up to nine graduate credits. Reimbursement will be as follows:
  - a. Rutgers University – Rutgers University Rate
  - b. All other institutions – At either the Rutgers rate or State College rate, which ever is closer to the actual rate.
  - c. Distance Learning courses – At the appropriate rate as stated in (a) and (b) above, whichever is closer to the actual rate.
2. The support staff shall be reimbursed up to nine undergraduate college credits. Reimbursement will be as follows:
  - a. Rutgers University – Rutgers University Rate
  - b. All other institutions – At either the Rutgers rate or State College rate, which ever is closer to the actual rate.
  - c. Distance Learning courses – At the appropriate rate as stated in (a) and (b) above, whichever is closer to the actual rate.
3. Reimbursement for graduate and undergraduate courses will only be made if funds are available as indicated in Article VI (7) and VII (3). The Chief School Administrator will inform all staff members of funds remaining in that account by November 1<sup>st</sup> of each year.

#### **B. STAFF- DISTRICT CREDITS**

1. District in-service credits will accrue credit towards horizontal advancement on the salary guide. In the interests of offering a variety of district courses, the CSA

will consult with the School Site Council in the spring to plan for the subsequent school year's programs.

2. The courses included in the Hampton Township Professional Development Program shall be pre-approved by the CSA in consultation with the School Site Council.
  - a. Each 12 hours of class contact time shall equal 1 district credit. Courses which are less than 12 hours will receive the prorated district credit based on the 1 credit, 12 hour formula.
  - b. Staff members must meet all course requirements or s/he may not receive any district credit or reimbursement for the course.
  - c. Staff members who teach the district credit courses will receive a stipend of \$30 per meeting hour, including equal number of hours of prep time or district credits equal to two times the credits given to staff members. The reimbursement to the instructor shall come from the limit of funds available in Article VI (7) and VII (3) and shall be paid after the disbursement of fees for staff members who have successfully completed three graduate (professional staff) or undergraduate (support staff) credits.
  - d. For every 36 hours as described under Article XIII A. 2 /B2 above, a support staff member will receive a salary differential of \$300 per year.
  - e. All salary adjustments will be made only in September and must be filed according to the regulations in the Staff Handbook with the Chief School Administrator no later than August 15.

**C. STAFF- ATTENDANCE AT CONFERENCES, WORKSHOPS AND OTHER TYPES OF PROFESSIONAL DEVELOPMENT ACTIVITIES**

The Board will pay for staff attendance within budgetary limitations, at professional workshops outside the school district. Attendance must be approved by the CSA in advance. The Board will pay only for the conference fee, which may include meals, but will not pay for any overnight expenses unless the CSA recommends the same and the Board approves the same prior to attending the professional workshop.

The Board of Education will reimburse all staff members travel expenses as recommended and approved by the CSA/SBA in accordance with the prevailing Internal Revenue Service set rate. The IRS rate shall be Board approved at its yearly reorganization meeting.

**ARTICLE XIV - SEPARABILITY**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application

shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XV - YEAR AND TIMES OF WORK**

**1. CERTIFIED TEACHING STAFF**

- A. The school year shall be 183 days: 180 student days, one (1) teacher orientation day (including new student meeting time) and one (1) teacher preparation day (meeting-free day). These two days will be for teachers before students arrive. The third teacher reporting day will be for a regional workshop.

Teacher Reporting Day	8:00 a.m. - 3:30 p.m.
Student Instructional Day	8:30 a.m. - 3:00 p.m.
Student Contact Time	8:25 a.m. - 3:15 p.m.

- B. Commencing July 1, 2004, all part-time certified staff members' length of day will be based upon the Full Time Equivalent of the 7.5 hours per day currently in the contract. (According to past practice and for payroll/benefit purposes, the FTE will continue to be based upon a 6.5 hour day including a duty free lunch.)

The full day (FTE) is based upon the following times:

8:00 am-	Full day teacher/certified employee reports to school building.
8:00 am- 8:30 am-	Professional time for full day teacher/certified employee including five (5) minute student contact time. This begins the teacher reporting day.
8:30 am- 3:00 pm-	Student instruction time for full day/certified employee which includes a thirty (30) minute duty free lunch. This is defined as <u>Student Instructional Day</u> .
3:00 pm- 3:30 pm-	Professional time for full time/certified employee which includes a fifteen (15) minute student contact time for late bus/parent pick-ups.

Employees who work a full day will follow the above schedule.

Part-time employees who work part of the day will base their day on a pro-rated portion of Student instructional (6.5 hours) and professional time ( 1 hour).

Example: A teacher is hired to work Monday –Friday as a .5 FTE. If their first class begins at 8:45 am, their Instructional Day would end at 12:00 pm. (.5 of 6.5 = 3.25 or 3 hours 15 minutes). They may depart at the end of their instructional class. Their Reporting Day begins 30 minutes prior to their instructional day. ( .5 of 1 hour professional time = 30 minutes).

Part-time teachers or certified employees who work 3.25 hours or more per

day and their instructional day ends beyond 12:15 pm will be scheduled for a thirty minute duty free lunch during their instructional time.

- C. In the event that a reoccurring need arises following student contact time (barring emergency situations), a staff member will be offered compensation at the activity rate. The mechanism for triggering this clause will be notification of the administration by the teacher.
- D. Teachers shall be permitted a duty free period when their entire class is being instructed by the music, art, health, physical education teachers, library/media specialist, world language (at the discretion of the administration).

Every effort shall be made by the administration to see that all teachers are scheduled with a minimum of, but not limited to, five uninterrupted planning periods per week.

A sixth planning period will be provided for grade level and/or interdisciplinary planning.

Certified staff members that do not have a sixth period built into their schedules will be entitled to compensation (\$30 per hour) or released time, as recommended by the Unit Leader and approved by the Chief School Administrator.

The staff may leave the school grounds on the last day of the week following the departure of the school buses.

- E. Additional meetings will be scheduled on Mondays, with the following recommended guidelines:

Week 1 – Staff Meeting	(3:00 - 4:00 p.m.)
Week 2 – Unit Meetings	(3:10 – 4:00 p.m.)
Week 3 – Committee Meeting	(3:10 – 3:45 p.m.)
Week 4 – SSC Meeting	(3:10 – 4:30 p.m.)

Any changes to these meeting schedules will be mutually agreed upon by the administrator and the affected staff members. (A. XV Paragraph C.)

- F. The following early dismissal days will be built into the calendar:
  - 1) Parent Conferences (3 in the Fall; 3 in the Spring)
  - 2) Early dismissal days before Thanksgiving and the day before winter-break.

## 2. YEAR AND TIMES OF WORK - SUPPORT STAFF

- A. The school year shall be 183 days.
- B. Classroom aides shall work six (6) hours per day excluding one half hour for

lunch and shall attend four (4) staff meetings. They shall work the same year as the certified teaching staff. The aide reporting day is 8:30 a.m. – 3:00 p.m.

- C. The agreement includes the position, job description, and responsibilities for Personal Care Aide. The position is recognized as a part of the bargaining unit. In the absence of this aide, the School Nurse will assume the personal-care responsibilities of the student/s, including, but not limited to, toileting, feeding, and grooming needs.
- D. Maintenance/custodians shall work an eight (8) hour day excluding one half hour for lunch/dinner and shall be twelve month employees.

When school is closed to students due to snow, the day and night custodians/maintenance person will report to work as soon as possible, as determined by the Administrator, and will clear the entrances and sidewalks. Upon completion of satisfactory work, the Administrator will dismiss them for the day.

When weather conditions for the evening shift cause the night custodians concern, they may opt not to come to work. If they choose this option, they will be charged with one vacation day. If they come in, the Administrator, at his/her discretion, may send them home early.

When the night shift is canceled by the Administrator due to unsafe road conditions, the night custodians shall not report to work, and will not lose pay.

If the weather improves later in the evening, the Administrator shall call in the night custodians to work, at his/her discretion, but they shall not be required to stay beyond midnight.

- E. Two daily ten minute breaks are permitted for all support staff.
- F. Twelve month employees are entitled to twelve (12) holidays as determined by the officially adopted twelve month district calendar.
- G. Twelve month employees shall be entitled to vacation days as follows:

After the 1st to the conclusion of the 5th year	10 days
After the 5th to the conclusion of the 10th year	15 days
After the 10th to the conclusion of the 20th year	20 days

A majority of vacation days shall be taken when students are not in school. Vacation days requested during days when students are in school are at the discretion of the Chief School Administrator and subject to his/her advance approval.



**ARTICLE XVI- REOPENER**

The Board of Education or the HTEA may each request to open negotiations to discuss any one article in this contract that is causing significant problems to either party. Both the HTEA and the Board of Education do not have to agree mutually to the same article to discuss said article. Both the Board of Education and the HTEA will meet at a mutually agreeable date and time for this purpose. All requests to discuss any article must be made in writing by one party to the other only during the period of March 1 through March 31, 2005 and 2006. Meetings will commence no later than April 10th to begin discussions unless both parties agree to extend the meeting date. In so far as possible, the members of the HTEA and the Board of Education committees who meet to discuss any item under this article are to be the members of the original negotiating committee convened in 2004.

**WITNESS:**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THE PRESIDENT AND SECRETARY OF THE HAMPTON TOWNSHIP EDUCATION ASSOCIATION, AND THE BOARD HAS CAUSED THIS AGREEMENT TO BE SIGNED BY THE PRESIDENT, ATTESTED TO BY THE BOARD SECRETARY, AND ITS CORPORATE SEAL PLACED THEREON, ALL ON THE DAY AND YEAR FIRST WRITTEN IN THIS AGREEMENT.**

**ASSOCIATION**

**BOARD OF EDUCATION**

**BY: \_\_\_\_\_  
Brenda Delgrosso, President**

**BY: \_\_\_\_\_  
Joseph Santora, President**

**BY: \_\_\_\_\_  
Barbara Ashworth, Secretary**

**BY: \_\_\_\_\_  
Kerry K. Murphy, Business  
Administrator/Secretary**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**HAMPTON TOWNSHIP  
BOARD OF EDUCATION**

**AND**

**HTEA AGREEMENT**

**JULY 1, 2004- JUNE 30, 2007**

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