

January 21, 2005

AGREEMENT
BETWEEN
THE HAMILTON TOWNSHIP BOARD OF EDUCATION
AND
THE HAMILTON TOWNSHIP SCHOOL SECRETARIES' ASSOCIATION
2004-2007

OFFICERS OF THE HAMILTON TOWNSHIP SCHOOL SECRETARIES' ASSOCIATION

Donna Chimento, President

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ARTICLE 1
RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time personnel under contract, employed by the Board:

Including:

Secretary Level 1A
Secretary Level I
Secretary Level 2
Secretary Level 3
Secretary Level 4

But excluding: All other personnel of the school district not specifically enumerated in the inclusion set forth above and under 1:3 below. However, all unit disputes regarding newly created positions may be referred to PERC for a unit determination.

1:2 Unless otherwise indicated, the term “employee(s),” when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined. Reference to employees shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

1:3 Based upon an agreement between the parties dated December 3, 2002, the following titles are included in this unit: Business Office Assistant, Accounting Office Assistant, Purchasing Office Assistant

ARTICLE 2
NEGOTIATION PROCEDURE

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

2:2 The parties agree that no new proposals may be introduced after the second negotiation session. After that date, the parties shall exchange points of view, modify their existing proposals and make counter-proposals in response to the proposals of the other party. The Board shall make available to the Association, upon request, all public information of the Hamilton Township School District which is intended to assist the Association in making reasoned and accurate proposals

during the negotiations process. The costs of all such requests shall be at no expense to the Board of Education.

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

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

ARTICLE 3 GRIEVANCE PROCEDURE

3:1 Definition

3:1.1 A "grievance" is a claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions affecting terms and condition of employment. As used in this Article, the term "employee" shall mean (a) an individual employee, (b.) a group of employees having the same grievance, (c) the Association.

3:1.2 A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-five (25) work days of its occurrence.

3:1.3 An aggrieved person is the person or persons making the claim.

3:2 Procedure

3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

3:2.2 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:2.3 Any employee who decides either alone or with the assistance of the Association that he/she has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, then the employee shall, within seven (7) work days of such discussion, set forth his/her grievance in writing to his/her principal or other immediate superior, specifying:

- a. The nature of the grievance and date occurred.
- b. The specific provisions of the Agreement, Board policies or administrative decisions being grieved.
- c. The results of the previous discussions.

- d. His/her dissatisfaction with decisions previously rendered.
- e. Relief sought.

The principal or immediate superior shall communicate his/her decision to the aggrieved and his/her representative in writing within seven (7) work days of receipt of the written grievance.

3:2.4 The employee no later than seven (7) work 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 the employee's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty-five (35) work days, the Superintendent shall communicate his/her decision in writing to the employee, the principal, and the Association. If the grievant or Association requests a meeting at the Superintendent's level, the Superintendent or his/her representative shall conduct a meeting concerning the grievance and render a decision within the time limits set forth herein.

3:2.5 If the employee and/or Association are dissatisfied with the decision of the Superintendent and only if the grievance pertains to a violation of this Agreement between the Board and the Association and review by an arbitrator is desired, the Association shall file with the Public Employment Relations Commission a request for the submission of a list of arbitrators to hear the particular issue. This request must be made no later than fifteen (15) workdays after receipt of the Superintendent's decision. A copy of this request must simultaneously be submitted by certified mail or receipted hand delivery to the Superintendent. Additionally, a grievance may not be submitted to arbitration which pertains to:

- a. A grievance of a non-tenured employee which arises by reason of his/her not being reemployed, or appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- b. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign, involuntarily transfer, or withhold increment.
- c. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.

3:2.6 An employee, in order to process his/her grievance to arbitration, must have his/her request for such action accompanied by the written recommendation for such action by the Association, which shall represent or approve the representative of said grievant at the arbitration level.

- 3:3 The following procedure will be used to secure the services of an arbitrator from the Public Employment Relations Commission (PERC).
- 3:3.1 A request by the Association 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.
- 3:3.2 If the parties, in accordance with the rules of the Public Employment Relations Commission (PERC) are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request that a second list be submitted to the parties.
- 3:3.3 If the parties are unable in accordance with the rules of the Public Employment Relations Commission (PERC) to agree upon an arbitrator from the second list, then the appointing agency may be requested by letter by either party to designate an arbitrator.
- 3:3.4 The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision not later than 30 work days from the date of the close of hearings.
- 3:3.5 The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between the parties.
- 3:3.6 The recommendations of the arbitrator shall be binding. His/her decision shall be in writing, but he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 3:3.7 The parties shall be responsible for all costs incurred by each and only the fee and expense of the arbitrator shall be shared by each party paying one-half.
- 3:3.8 If a court stenographer is requested by either party, the cost will be borne by the party requesting the stenographer. However, should the party not requesting the stenographer later request transcripts pertaining to the proceeding, they will then bear the proportionate share of the original cost. Parties requesting transcripts of the proceeding shall bear the cost of said transcripts.

3:4 General Regulations

- 3:4.1 All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
- 3:4.2 All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
- 3:4.3 Employees presenting an appeal or assisting in the presentation of an appeal are

assured that no reprisals shall result because of their normal and proper participation.

- 3:4.4 The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at every step of the grievance procedure, following the informal step.
- 3:4.5 The right of an employee to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
- 3:4.6 There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
- 3:4.7 The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of the Superintendent. If the aggrieved does not designate a representative and the grievance has been submitted in writing, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.
- 3:4.8 In the event that a grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official specifying:
 - a. The nature of the grievance and' date occurred.
 - b. The specific provisions of the agreement, Board policies or administrative decisions being grieved.
 - c. The results of the previous discussions.
 - d. His/her dissatisfaction with decisions previously rendered.
 - e. Relief sought.

The official to whom the grievance is submitted shall render his/her decision to the secretary in writing within seven (7) work days of receipt of the written grievance, unless said official is the Superintendent of Schools; in which event, the thirty-five (35) workday answering period set forth in the Superintendent's level shall apply. Grievances filed at the advanced level based on an action of the Board of Education shall be initiated and handled at the level of the Superintendent, if applicable.

ARTICLE 4
RIGHTS OF THE PARTIES

- 4:1 The management of the Hamilton Township Board of Education and the direction of its employees, including the right to hire, suspend, discharge for just cause, promote, demote, transfer employees, for just and legitimate reasons, are recognized to be in the Board of Education except as otherwise provided in this Agreement. However, nothing contained herein shall be construed to deny or restrict to any employee or the Board such right as each may have under New Jersey School Laws or other applicable laws and regulations.
- 4:2 Whenever any employee is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons of such a meeting or interview and shall be entitled to have a representative of his/her choosing present to advise him/her and represent him/her during such a meeting or interview.
- 4:3 Information: The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request. The costs of all such requests shall be at no expense to the Board of Education.
- 4:4 The Association shall have the right to use certain school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and certain types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon approval of the appropriate administrator. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association shall be responsible for the cost of repair of any facilities or equipment used which is necessitated by their misuse or abuse.
- 4:5 Employees shall be notified of their appointment and salary status for the ensuing year no later than June 30.
- 4:6 Release Time for Meetings: Whenever, by mutual consent of the parties, any representative of the association or any secretary participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- 4:7 Just Cause: No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4:8 All political flyers, advertisements, or campaign endorsement literature being distributed by way of school mailboxes, shall be either folded or placed in an envelope so that no printed matter is exposed to public view.

ARTICLE 5
WORK YEAR/VACATION

5:1 The work year shall be all week days during the employee's contract period with the exception of scheduled vacation and holidays.

5:2 Contract Work Periods: Annual contracts are effective from July 1 through June 30 of the following year.

5:3 Vacations

5:3.1 Vacations shall generally occur between one (1) week after the close of school in June and one (1) week prior to the opening of school in September or at such other times when school is not in session for students. However, with the approval of the immediate supervisor and the Superintendent or designee, a secretary may take part of his/her vacation during the school year as follows:

- a. One week for secretaries entitled to two (2) or three (3) weeks.
- b. Two weeks for secretaries entitled to four (4) weeks.
- c. Eligibility for vacation during the school year shall not be determined solely by the number of secretaries in an office.

5:3.2 Vacations shall be recommended by the principal or immediate supervisor and approved by the Superintendent or his/her designee.

5:4 Vacation Eligibility

5:4.1 Eligibility shall be computed as of July 1.

5:4.2 Annual Contracts:

- a. The vacation schedule for all employees hired on or after July 1, 1988 shall be as follows:

| | |
|------------------|---------|
| 1 to 7 years - | 10 days |
| 8 to 15 years - | 15 days |
| 16 to 20 years - | 20 days |
| 21+years - | 25 days |

- b. All present employees (those hired prior to July 1, 1988) shall earn vacations as per the following schedule:

| | |
|------------------|---------|
| 1 to 5 years - | 10 days |
| 6 to 11 years - | 15 days |
| 12 to 20 years - | 20 days |
| 21+ years - | 25 days |

- 5:4.3 Leave pursuant to Article 10 of this contract or time covered by Worker's Compensation shall be considered as days worked for the purpose of vacation eligibility.
- 5:4.4 Employees who received ten (10) full days vacation in their first year will receive full credit for that year for determining vacation eligibility.
- 5:4.5 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted partial pay days for illness or personal reason, he/she may elect to use his/her accrued vacation days for all subsequent absences prior to being placed in a no pay status.
- 5:4.6 Upon application to and written approval by the Superintendent up to five (5) unused vacation days may be carried over to the subsequent school year. It is acknowledged by both the Board and the Association that exceptional circumstances may arise which may require that an employee forego his or her scheduled vacation and carry it over to the subsequent school year. It is further acknowledged that the needs of the district must be considered whenever such a request is made to the Superintendent.
- 5:4.7 Upon the death of an employee, accumulated vacation days earned and not used by the employee prior to his/her death shall be paid to the court appointed executor or administrator of the estate of the employee.
- 5:5 Holidays - as presented by the Board.
- 5:5.1 Pursuant to a schedule established by the Board of Education, not less than eighteen (18) days per year.

ARTICLE 6
DAILY WORK HOURS

- 6:1 Beginning with the first day that teachers report and continuing to June 30 with the exception of the summer work hours listed in 6:2.
- 6:1.1 For positions of thirty-five (35) hours per week, the work day shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.

- 6:1.2 For positions of less than thirty-five (35) hours per week, the work day shall be defined by the Administration.
- 6:1.3 Scheduling of lunch hours shall be the responsibility of the Administration.
- 6:1.4 Daily schedules and daily starting and ending times shall remain as presently scheduled. Should there be a need for a change in the daily schedule and/or starting times the Association shall be notified in advance. All secretarial personnel shall not be required to work whenever schools are closed for inclement weather. Employees who report to work on such days shall receive at the request of the employee compensatory time of either one-half (1/2) day or the actual hours worked, whichever is greater, within the same pay period or the subsequent pay period. Employees shall make an attempt to arrive at school as close to their regular starting time as possible when there is a delayed opening. It is understood that employees who arrive later than the normal starting time but prior to the delayed opening time shall not be penalized in any way and will not be required to make up lost time.

6:2 Summer Work Hours

- 6:2.1 Effective September 1, 1999, summer hours for secretaries shall be from 8:30 a.m. to 3:30 p.m. and shall consist of six hours exclusive of a one-hour duty-free lunch hour from after the last day of the teachers' work year in June until the day before the first day when all teachers report to their building at the beginning of the school year.

ARTICLE 7
INSURANCE PROTECTION

- 7:1 The Board of Education agrees that it will provide health-care coverage that existed as of July 1, 1996. The eligible employee may choose either the individual, parent and child, husband and wife, or family plan. Effective July 1, 1998, all new hires shall receive single only Patriot V or its equivalent medical insurance and single only prescription coverage until the acquisition of tenure pursuant to N.J.S.A. 18A: 17-2 or any successor statute thereto. Upon the acquisition of tenure by an employee, such employee shall be eligible for all levels of health care coverage. New hires will be permitted to purchase dependent coverage at their own cost. New hires shall also not include employees returning to work full-time from an approved leave of absence which leave of absence commenced when they were permanent employees of the Board; upon their return to employment such employees shall receive the same health care coverage that they had before they began their approved leave.

- 7:2 The Board shall provide for continuances of healthcare insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retirees shall be responsible for all premium costs involved.
- 7:3 The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- 7:4 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article contingent upon the availability of such documents from the carrier.
- 7:5 The Board agrees to provide at no cost to the secretary, chest-x-rays required of the secretary to maintain his/her employment, provided said secretary avails him/herself of the program provided by the Board.
- 7:6 Effective July 1, 2004, the Board of Education shall provide full coverage for a prescription plan with a \$10.00 co-pay provision for name brand drugs and a \$5.00 co-pay provision for generic drugs for retail; and a \$10.00 co-pay for mail order brand name drugs, and a \$5.00 co-pay for mail order generic drugs in accordance with the provisions of the policy. The employee may choose either the individual, parent and child or family plan, except for new hires.
- 7:7 The Board of Education shall pay the premium for 100% of the employee plus eligible dependents cost for a dental program.
- 7:8 The Board of Education shall pay one-half (1/2) of the cost of the premium of Prudential Class 2: 330 benefit (\$330 per month). The employee may select additional Plans at no expense to the Board of Education with authorized payroll deductions to cover the increased premium. If the Board of Education makes a determination to change the carrier from Prudential, the Board shall give the Association notification in writing of such a change at least 30 days before the effective date of the change. Any change in carrier shall not diminish but shall maintain the level of benefits defined by the "Prudential Class 2: 330 benefit".
- 7:9 Effective July 1, 2001, employees retiring prospectively only with twenty-five (25) years of service in PERS, ten (10) years of which are in the Hamilton Township School District, will receive annually by July 30th a cash payment in the amount equal to the annual maximum in prescription drug co-payments per person as provided by the State Health Benefits Program. In the event that the State Health Benefits Plan New Prescription Program is eliminated, the Board shall have no obligation to provide a Board paid prescription plan for retirees.

- 7:10 Effective July 1, 2001, if any employee waives health insurance, said employee shall receive a cash payment of \$1,000.00. If any employee waives prescription insurance, said employee shall receive a cash payment of \$250.00. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. In addition, the Board shall put in place a Section 125 plan (details included in the Section 125 Addendum). All waivers are subject to the provisions of this Addendum.

ARTICLE 8
OVERTIME, CALL-BACK TIME AND UPGRADE

8:1 Overtime

- 8:1.1 Time and one-half shall be paid for overtime worked in excess of 35 hours during the regular week and/or all work performed on Saturdays.
- 8:1.2 Double time shall be paid for all work performed on Sundays or holidays scheduled by the Board of Education provided such overtime shall be worked on the premises.
- 8:1.3 A minimum of one (1) hour pay or compensatory time shall be guaranteed during the payroll period when a secretary is required by an administrator to make phone calls from his/her home.
- 8:1.4 All overtime must be approved in advance on the proper form which must be signed by the immediate superior and initialed by the Superintendent or designee.

8:2 Call-Back Time

Employees will be guaranteed a minimum of three (3) hours pay at the time and one-half rate if called back to duty not contiguous with their regular work day.

8:3 Temporary Upgrade Within The Unit

When a secretary is required to temporarily assume the duties of a higher level for a period greater than one (1) week and no longer functions exclusively in the duties of his/her own level, upon the sixth day of upgrade, said secretary will begin to receive compensation retroactive to the first day when new duties were assumed commensurate with the proper guide step and level of that position. Exclusions: Assuming the duties of a person on vacation or when an absentee's duties are distributed among several persons.

ARTICLE 9
DEDUCTION FROM SALARY

- 9:1 The Board agrees to deduct from the salaries of its employees, dues for the Association Membership. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52: 14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Hamilton Township School Secretaries' Association by the 15th of each month following the monthly pay period in which deductions were made. Employee authorization shall be indicated on a form provided.
- 9:2 The Association shall certify to the Board, in writing, the current rate of its membership dues.
- 9:3 The Association shall receive representation fees from non-members who are covered by the Agreement in an amount certified by the Association in accordance with state law. The Association shall provide evidence to the Board of Education that it has established a demand and return system.
- 9:4 An employee may elect to have an amount of their salary deducted from their check for deposit in the Mercer County New Jersey Teachers Federal Credit Union. Said amount of deduction shall remain in effect for the entire fiscal year.
- 9:5 The Association shall indemnify and save harmless the Hamilton Township Board of Education for any losses which may arise from the deductions and deposits as per 9:4 above which do not arise from the Board's own negligence.
- 9:6 Employees may individually elect to have an amount of their salary deducted from their pay to be deposited into one (1) or two (2) of the mutually agreed upon tax-sheltered annuity plans. Amounts deducted under this section shall be transmitted to the annuity companies within five (5) working days from the day the deduction is made.
- 9:6.1 It will be the employee's responsibility to ensure that the total deductions do not exceed the allowable IRS deductions. The Board will assume no liability if the total deductions of an employee exceed the IRS limit.
- 9:7 Each employee shall have deducted from their salary the sum of \$20.00 per month, which shall be for payment to the Board for the cost of all benefits provided to the employee pursuant to this Agreement. The maximum annual payment per employee shall be \$240.00. The Hamilton Township School Secretaries' Association and all of its individual members waive and relinquish any and all rights or claims that it may now have or hereafter acquire against the Board arising from this co-pay provision for benefits within this Contract, whether before PERC or the contractual grievance procedure, Commissioner of Education, or any other court or administrative agency of competent jurisdiction.

ARTICLE 10
SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

10:1 Accumulative Sick Leave

10:1.1 All persons employed effective in the month of July for the full year shall be entitled to twelve (12) sick leave days as of the first official day of said year whether or not they report for duty on that day. However, all shorter term employees shall only be entitled to one (1) sick day for each month of their appointment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

10:1.2 Upon the death of an employee, unused accumulated sick leave days earned and not used by the employee prior to his/her death shall be paid to the court appointed executor or administrator of the estate of the employee. The amount of the payment shall be computed pursuant to the formulas set forth in Articles 10:1.5 and 10:1.6, except that payment shall be made to the estate of any employee with one or more years of service in the Hamilton Township School District.

10:1.3 All full-time employees shall be entitled to one (1) Family Illness day per year.

10:1.4 A full-time employee who has exhausted all of his/her sick leave days provided for in 10: 1 above may be granted additional sick leave days less substitute pay, at the discretion of the Board.

10:1.5 Any secretary retiring between July 2, 2002 and June 30, 2004 and on or after June 30, 2004 with 15 or more years of service in the Hamilton Township School District upon retirement in accordance with the PERS regulations shall receive \$50 per day for one (1) out of every three (3) unused accumulated sick days that were earned in Hamilton Township with a maximum as follows:

| | |
|-------------------------|------------------|
| 1 to 199 sick days - | a cap of \$3,000 |
| 200 or more sick days - | a cap of \$4,000 |

The sidebar agreement between the parties dated April 1, 2004, modifies the preceding with respect to the affected employees.

10:1.6 Requests for payment from a retiring secretary must be made on the proper form by November 1st of their last year of employment in order to insure entitlement.

10:2 Personal Leave

- a. Employees hired prior to June 30, 1991 shall be entitled to three (3) personal days with full pay each school year.
- b. Employees hired after June 30, 1991 shall earn one (1) personal day per year for the first three (3) years of employment, the first day granted after six (6) months

of satisfactory service.

- c. All shorter term appointed employees shall only be entitled to one (1) personal leave day for each four (4) month period of their appointment, commencing after the third year of consecutive employment.
- d. Up to three (3) personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

10:3 Death In Immediate Family

10:3.1 Deaths include immediate in-laws, (immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, grandchild and those related by blood or marriage or significant other permanently residing within the household of the employee). Payroll provisions, five (5) non-accumulative consecutive week days, full pay in any school year. These days are available only immediately following the death.

10:3.2 Death Of A Grandparent: Payroll provisions non-accumulative - Three (3) consecutive weekdays, full pay in any school year. These days are available only immediately following the death.

10:4 Absences Not Covered By Regulations

10:4.1 Payroll provisions, no allowance - full pay deduction - prior (one week) approval of Superintendent of Schools required for all contractual employees, subject however, to the restrictions contained in Article 5:4.5.

10:4.2 The Board may, at its option, grant other leaves of absence with full pay or less the cost of the substitute at its sole discretion.

ARTICLE 11

PROMOTIONS, VACANCIES, NEW POSITIONS, AND SUBSTITUTES

11.1 Any secretarial position vacated or created shall be considered open and a list of all open positions in the school district shall be made available to all staff prior to the filling of said positions.

11:2 Open positions shall be adequately publicized by the administration.

11:2.1 Notification shall be distributed in each building by the administration as far in advance as practicable, ordinarily at least fifteen (15) working days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. One copy of said notification shall be distributed to the Association president fifteen (15) days before the final date of application and prior to any external advertising.

- 11:2.2 The notification shall set forth the classification of the positions, its duties, and the rate of compensation.
- 11:3 All qualified in-district personnel shall be given the opportunity to make application and no position shall be filled until all properly submitted applications have been considered.
- 11:3.1 When an action has been taken by the Board on a recommendation of the administration concerning a secretarial promotional position, all in-district candidates for the position shall be advised of said action concurrently. An unsuccessful in-district candidate for a promotional position shall have the right, upon request, to meet with the Superintendent or his/her designee to discuss the reasons why he/she did not receive the promotion. The decision of the Board in filling said position shall be absolute and not subject to the grievance procedure.
- 11:4 Prior secretarial experience related college course work, or military service credit shall be negotiated individually with new employees, up to a maximum of three (3) years' credit on the salary guide. Full credit shall be given for secretarial experience in the Hamilton Township School District. However, once established, the credit agreed upon shall serve as a base from which future progress on the salary schedule will occur.
- 11:5.1 Substitutes may be used by the Board to replace absent employees as needed.
- 11:5.2 Substitutes may also be used by the Board on a temporary basis not to exceed twenty (20) consecutive working days. If the use of the temporary substitute by the Board exceeds twenty (20) consecutive working days, the position shall be posted pursuant to Article 11:1.

ARTICLE 12
PERSONAL FREEDOM

- 12:1 The personal life of an employee, occurring outside of the work day, is not the appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the work day or where such personal life is prejudicial to the best interest of the school system.

ARTICLE 13
EMPLOYEE EVALUATION

- 13:1 Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor at least once in each contract

year.

13:2 Employees shall be given copies of the evaluation report and shall be requested to sign it at the completion of the conference. Opportunity shall be given to the employee to file a written response within ten (10) workdays of the conference.

13:3 The evaluation and the response shall be forwarded to the Superintendent or his/her designee for review and shall be filed in the central personnel file.

13:4 Personnel Records

13:4.1 No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file or used in any procedure against the employee, unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer within ten (10) workdays to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

13:4.2 In the event of the failure of the Board to re-employ a non-tenured employee, the said employee may request: first, a meeting with his/her immediate supervisor, if dissatisfied with the results of that meeting, he/she may request a meeting with the Superintendent of Schools; and if still dissatisfied, a meeting with the Board during which the employee may stipulate his/her position relative to the matter. The employee may have a representative of his/her choosing present to advise him/her during the aforementioned hearing.

ARTICLE 14
PROTECTION OF EMPLOYEES AND PROPERTY

14:1 The Board of Education and the Hamilton Township School Secretaries' Association recognize their responsibilities as defined in the following State Statutes: 18A: 16-6; 18A: 16-6.1; 18A: 25-2; 18A: 30-2. 1.

14:2 The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed on the person of the employee as a result of an assault suffered by the employee while the employee was acting in the discharge of his/her duties.

14:3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or his/her designated representative.

ARTICLE 15
TRANSFER AND REASSIGNMENT

- 15:1 Employees desiring a change in their employment shall make their request in writing to the Superintendent or his/her designee.
- 15:2 The best interest of the school system as determined by the Superintendent and the wishes of the individual employee shall be considered in the determination of request for reassignment and/or transfer. However, the Board of Education reserves its right to assign and/or reassign all employees and such assignment and reassignment shall be final.
- 15:3 If an employee is reassigned for a period of two weeks or more, he/she will be notified promptly in writing two weeks prior to the effective date of such re-assignment, and if dissatisfied, he/she may appeal in writing said reassignment through the appropriate channel to the Board of Education.

ARTICLE 16
SECRETARIES-ADMINISTRATION LIAISON COMMITTEE

- 16:1 The Superintendent and/or representatives at the central staff level agree to meet with representatives of the Association to amicably review and discuss current secretary problems and practices not related to the collective bargaining agreement.
- 16:2 Meetings shall be held after work up to three (3) times per year, if needed; the dates of which shall be mutually agreed upon. Size of the committee shall be a workable number, not to exceed three (3) employees at any given meeting. The Association shall select its own representatives. An agenda shall be presented by the Association to the Superintendent at least one week prior to the scheduled meeting, with the understanding that a portion of the meeting may be devoted to matters for discussion initiated from the Superintendent's Office, with the agenda for the same being presented to the Association one week prior to the meeting.
- 16:3 The Board recognizes the need for communication at all levels and encourages the implementation of this Article through scheduled meetings of administration and employees. However, such meetings shall, at no time, deal with topics that are under negotiation between the parties.

ARTICLE 17
LONGEVITY

17:1 All secretaries hired before July 1, 1998 and who have completed the listed number of working years by June of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

| | | |
|-------------|---|-------|
| 10-13 years | - | \$300 |
| 14-15 years | - | \$200 |
| 16 years | - | \$200 |
| 17 years | - | \$200 |
| 18 years | - | \$500 |
| 19 years | - | \$500 |
| 20-24 years | - | \$200 |
| 25-29 years | - | \$200 |
| 30-34 years | - | \$200 |
| 35-39 years | - | \$200 |
| 40+ years | - | \$200 |

17:2 All secretaries hired after July 1, 1998 and who have completed the listed number of working years by June of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

| | | |
|-------------|---|-------|
| 15 years | - | \$200 |
| 16 years | - | \$200 |
| 17 years | - | \$200 |
| 18 years | - | \$500 |
| 19 years | - | \$500 |
| 20-24 years | - | \$200 |
| 25-29 years | - | \$200 |
| 30-34 years | - | \$200 |
| 35-39 years | - | \$200 |
| 40+years | - | \$200 |

ARTICLE 18
TRAINING LEVEL RECOGNITION

18:1 The Board shall pay a reimbursement of up to \$150 per semester per unit member of tuition costs upon satisfactory completion of work-related courses, and/or courses required to attain a degree as follows:

- a. The Superintendent or his/her designee must approve in advance of any course work proposed.
- b. Approval shall only be granted for credits earned at an accredited post high school institution.

c. In no event shall the total cost for all such course work exceed \$10,000 in any one contract year.

18:2 Secretaries earning approved credits in work-related areas shall receive the following non-cumulative compensation as part of their contracted salary.

| Approved Credits | Stipend |
|----------------------------|---------|
| 15 | \$400 |
| 30 | \$500 |
| 45 | \$600 |
| 60 (or associate's degree) | \$700 |
| 75 | \$800 |
| 90 | \$900 |
| 105 | \$1,000 |
| 120 (or bachelor's degree) | \$1,100 |

ARTICLE 19
SENIORITY

19:1 School district seniority is defined as service to the Hamilton Township School District in any position within the unit.

19:1.1 During the period of employment within this unit, employees shall continue to accrue seniority credit in all lesser unit classifications in which they have been employed.

19:1.2 In the event of reduction in force, nontenured employees shall be laid off prior to tenured employees in accordance with Commissioner of Education rulings.

19:1.3 In the event of a reduction in force for reasons of economy, individuals shall be laid off/eliminated in inverse order of seniority within the affected classification. If a rified individual has greater district-wide seniority than an individual remaining in a lesser category the rified individual shall have the option to bump down into the lower category position, assuming he/she holds the requisite qualifications.

19:1.4 Seniority shall have no bearing in cases involving terminations or nonrenewals based upon job performance or other factors unrelated to economic reductions in force.

19:1.5 Seniority shall not accrue during periods of absence from active work due to: involuntary termination or disciplinary suspension; resignation or voluntary quit; leaves of absence.

19:2 When a vacancy occurs, notice of recall shall be given to the most senior employee on lay off, assuming he/she is qualified for the vacant position. Notice of recall to work shall be addressed to the employee's last address appearing on the records of

the School District, by certified mail, return receipt requested. Within 10 days from receipt of such notice of recall, the employee shall notify the Director of Human Resources, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report to work within 10 working days from such date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of Human Resources. In the event he/she shall fail to report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

ARTICLE 20
MATERNITY AND CHILD REARING LEAVE

- 20:1 Any pregnant employee may apply to the Board for a maternity leave of absence with or without pay and shall be granted that maternity leave at any time before the expected date of birth, normally twenty (20) days, and continue to a specified date after the birth (normally twenty [20] days). The employee shall be allowed to use her accumulated sick days during this disability period.
- 20:1.1 At the employee's request, the date of return shall be extended for an additional period of time for a disability related to the childbirth. A statement from the attending physician specifying said further disability will then be submitted to the Chief Medical Officer for approval.
- 20:2 Any employee may apply to the Board for a Child Rearing leave of absence without pay and shall be granted that Child Rearing leave normally beginning immediately after the maternity disability leave terminates and continuing to the last calendar day of the fiscal year (June 30) in which the child was born.
- 20:2.1 The initial leave including disability time shall be up to one year as originally requested. Any extension thereof shall be up to one year as subsequently requested. Initial leaves and their extension shall be requested at least sixty (60) days prior to commencement of said leave. An employee returning from child rearing leave shall return to work on the first work day of a pay period.
- 20:2.2 The Board of Education need not grant a maternity leave of absence of a non-tenured employee beyond the end of the contract-school year in which the maternity leave is obtained.
- 20:3 Child Rearing leave for adopted children shall be on the same terms as provided for naturally born children.

20:4 For a period of up to but not exceeding ninety (90) days from the last day on the payroll, the professional staff member will retain health insurance benefits that the Board is legally permitted to provide the staff member, as if in full-time employment.

ARTICLE 21 SALARIES

21:1 Secretaries shall be paid in accordance with the salary guides attached.

21:2 The salaries of all twelve month employees covered by this Agreement shall be paid in twenty-four (24) equal installments at the rate of two installments per month on the 15th and 30th, or last day of February. If either the 15th or 30th, or last day of the month falls on a weekend, holiday, or other day when school is closed, then payment shall be made on the workday immediately prior to that day.

ARTICLE 22 MISCELLANEOUS PROVISIONS

22:1 The Board and Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, discipline of employees, or in the application or administration of this Agreement on the basis of those categories as specified in NJ Law of Discrimination.

22:2 Board Policy: This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

22:3 Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be decreed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

22:4 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere in such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. Therefore, the Association agrees that if the Association has a dispute with the Board during the term of this contract it will not support or encourage any concerted interference with the normal operations of the school district and will do everything in its power to prevent or terminate any such concerted action which might occur with or without its sanction as a result of said dispute.

- 22:5 The Hamilton Township School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States and other applicable laws and regulations.
- 22:6 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- 22:7 Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- 22:8 Printing Agreement: Copies of this Agreement shall be printed and the expense shared by the Board and Association after agreement with the Association on format within thirty (30) days after the Agreement is signed.
- 22:9 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
- If by Association, to the Board at:
Hamilton Township Board of Education
Administration Building
90 Park Avenue
Hamilton, New Jersey 08690.
- If by the Board, to the Association at:
Hamilton Township School Secretaries' Association
To: the name and address on file with the Board Secretary.
- 22:10 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

22:11 Mileage reimbursement for approved/authorized school business shall be paid at the rate approved by the Internal Revenue Service as of July 1 of the contract year.

ARTICLE 23
DURATION OF AGREEMENT

23:1 This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No member of the Association shall move up the Salary Guide or receive an increment on the Salary Guide after June 30, 2001, until a successor agreement has been executed by the Association and the Board.

23:2 In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

HAMILTON TOWNSHIP SCHOOL SECRETARIES' ASSOCIATION

By:

Donna Chimento
President

Date: _____, 2004

Ginger Rubino
Vice President

Date: _____, 2004

HAMILTON TOWNSHIP BOARD OF EDUCATION

By:

Robert Warney
President

Date: _____, 2004

Carol Chiacchio
Board Secretary

Date: _____, 2004

SECTION 125 ADDENDUM

A. In-Writing Requirement

1. Section 125 Plan must have a separate written plan document (an internal document that the employer maintains). This plan shall be available to employees.

The following information must be included:

- a.) Specific description of the benefits available. (as per Article 7:10)
 - b.) The procedures governing participants' elections under the law. This election shall allow employees to choose between non-taxable health care coverage and taxable cash at the beginning of each plan year (July 1). This option will be limited only to payments made by the Board on behalf of its employees for health and prescription benefits. This plan shall not include a flexible spending option.
 - c.) Procedures whereby employees will continue current coverage unless they specifically request the cash option in writing with submission of proof of other coverage, prior to the beginning of each plan year (by July 1 for a full plan year which is July 1 through June 30).
 - d.) Procedures by which coverage, without consideration of pre-existing conditions, will be restored within 30 days of the restoration request. Coverage will be restored only upon proof of loss of coverage. It is the employees' responsibility to notify the Board in writing if benefits are lost for any reason.
 - e.) Procedures for the payment of the \$1,000.00 and the \$250.00 cash options. Reimbursements will be provided at the end of the fiscal year in June and will prorated if benefits were reinstated at any time during the fiscal year.
2. Disclosure to Employees
 - a.) The elements of the Section 125 written plan document must be disclosed to employees. Disclosure may be in a booklet, or other suitable form, distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.
 - b.) Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."

- c.) Description of benefits and procedures as outlined above are to be followed when requesting revocation of the cash option choice in the event of loss of coverage.

3. Administrative Information

This information should include data such as:

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

4. Eligibility and Benefits Information

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

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

5. Loss of Benefits Information

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

6. Reporting Requirements

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

SALARY GUIDE
2004-2005

| STEP | STEP | IV | III | II | I | IA |
|-------|-------|-------|-------|-------|-------|-------|
| 03-04 | 04-05 | | | | | |
| *** | 1 | 23347 | 23907 | 24457 | 25117 | 25457 |
| 1 | 2 | 24805 | 25365 | 25915 | 26575 | 26915 |
| 2 | 3 | 25636 | 26196 | 26746 | 27406 | 27746 |
| 3 | 4 | 26495 | 27055 | 27605 | 28265 | 28605 |
| 4 | 5 | 27385 | 27945 | 28495 | 29155 | 29495 |
| 5 | 6 | 28305 | 28865 | 29415 | 30075 | 30415 |
| 6 | 7 | 29455 | 30015 | 30565 | 31225 | 31565 |
| 7 | 8 | 30435 | 30995 | 31545 | 32205 | 32545 |
| 8 | 9 | 31455 | 32015 | 32565 | 33225 | 33565 |
| 9 | 10 | 32505 | 33065 | 33615 | 34275 | 34615 |
| 10 | 11 | 33595 | 34155 | 34705 | 35365 | 35705 |
| 11 | 12 | 34715 | 35275 | 35825 | 36485 | 36825 |
| 12 | 13 | 35875 | 36435 | 36985 | 37645 | 37985 |
| 13 | 14 | 37075 | 37635 | 38185 | 38845 | 39185 |
| 14 | 15 | 38315 | 38875 | 39425 | 40085 | 40425 |
| 15/16 | 16 | 39733 | 40293 | 40843 | 41503 | 41843 |

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| STEP | STEP | IV | III | II | I | IA |
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| 04-05 | 05-06 | | | | | |
| ***/1 | 1 | 24805 | 25365 | 25915 | 26575 | 26915 |
| 2 | 2 | 26603 | 27163 | 27713 | 28373 | 28713 |
| 3 | 3 | 27462 | 28022 | 28572 | 29232 | 29572 |
| 4 | 4 | 28352 | 28912 | 29462 | 30122 | 30462 |
| 5 | 5 | 29272 | 29832 | 30382 | 31042 | 31382 |
| 6 | 6 | 30222 | 30782 | 31332 | 31992 | 32332 |
| 7 | 7 | 31402 | 31962 | 32512 | 33172 | 33512 |
| 8 | 8 | 32422 | 32982 | 33532 | 34192 | 34532 |
| 9 | 9 | 33472 | 34032 | 34582 | 35242 | 35582 |
| 10 | 10 | 34562 | 35122 | 35672 | 36332 | 36672 |
| 11 | 11 | 35682 | 36242 | 36792 | 37452 | 37792 |
| 12 | 12 | 36842 | 37402 | 37952 | 38612 | 38952 |
| 13 | 13 | 38042 | 38602 | 39152 | 39812 | 40152 |
| 14 | 14 | 39282 | 39842 | 40392 | 41052 | 41392 |
| 15/16 | 15 | 40700 | 41260 | 41810 | 42470 | 42810 |

SALARY GUIDE
2006-2007

| STEP | STEP | IV | III | II | I | IA |
|-------|-------|-------|-------|-------|-------|-------|
| 05-06 | 06-07 | | | | | |
| ***/1 | 1 | 26290 | 26850 | 27400 | 28060 | 28400 |
| 2 | 2 | 28649 | 29209 | 29759 | 30419 | 30759 |
| 3 | 3 | 29539 | 30099 | 30649 | 31309 | 31649 |
| 4 | 4 | 30459 | 31019 | 31569 | 32229 | 32569 |
| 5 | 5 | 31409 | 31969 | 32519 | 33179 | 33519 |
| 6 | 6 | 32389 | 32949 | 33499 | 34159 | 34499 |
| 7 | 7 | 33609 | 34169 | 34719 | 35379 | 35719 |
| 8 | 8 | 34659 | 35219 | 35769 | 36429 | 36769 |
| 9 | 9 | 35749 | 36309 | 36859 | 37519 | 37859 |
| 10 | 10 | 36869 | 37429 | 37979 | 38639 | 38979 |
| 11 | 11 | 38029 | 38589 | 39139 | 39799 | 40139 |
| 12 | 12 | 39229 | 39789 | 40339 | 40999 | 41339 |
| 13 | 13 | 40469 | 41029 | 41579 | 42239 | 42579 |
| 15/16 | 14 | 41887 | 42437 | 42997 | 43657 | 43997 |