

**AGREEMENT**

**BETWEEN**

**THE**

**HANOVER TOWNSHIP BOARD OF EDUCATION**

**and the**

**HANOVER TOWNSHIP EDUCATION ASSOCIATION**

**For the Years**

**JULY 1, 2008 to JUNE 30, 2011**

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**ARTICLE I**  
**RECOGNITION**

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

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

Teachers  
Nurses  
Guidance Counselors  
Social Workers  
Librarians  
Speech/Language Specialists  
Learning Disabilities Teacher-Consultants  
Psychologists  
Educational Technology Specialist

2. Including and limited exclusively to the following full-time and regular part-time personnel:

Custodian  
Maintenance Mechanics  
School based Secretarial Personnel

Bus Drivers  
School Aides (Aides who meet NCLB (Title I) standards shall be referred to as "paraprofessionals")  
Courier/Bus Driver  
Bus Mechanic  
Excluding all others

B. 1. Unless otherwise indicated, the term "teachers" when used hereafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

2. The term "employee" shall encompass both certificated and support staff members of the bargaining unit and references to male teachers/employees shall include female teachers/employees.
- C. Hanover Township Education Association shall be referred to as the "Association."
- D. The Hanover Township Board of Education is a body corporate charged with the statutory responsibility of conducting the public schools existing within the Hanover Township School District, hereafter referred to as the "Board."

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

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

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definition

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

B. Conditions

1. The grievance procedure must be initiated within twenty (20) school days of the occurrence of the incident.
2. Both parties shall strictly adhere to the specified time limits at each step of this procedure. Time limits specified herein shall be strictly adhered to by both parties, except that suspension of a grievance during the summer months shall occur if both sides agree in writing. Such agreement shall be in writing and signed by both parties.
3. Failure to appeal to the next level within the time specified shall bar further appeal with respect to the particular grievance then under consideration. Failure to respond to the aggrieved party within the specified time shall constitute a right of appeal to the next level.
4. All deadlines provided in these procedures may be extended only by mutual written agreement of the Board and the Association.
5. In the event that a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year it is agreed by

the Board and the Association that both parties will work in good faith to resolve the matter expeditiously, by reducing the time factors involved.

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

C. Procedure

1. Level 1.

An aggrieved party shall submit the grievance on Grievance Form 1 to the Building Principal, or other immediate supervisor where appropriate, within twenty (20) school days of the occurrence of the incident. Within five (5) school days of the receipt of the written form from the aggrieved party, the Building Principal, his representative, or other immediate supervisor shall submit his written response to the aggrieved party.

If a grievance affects a group or class of teachers or other employees in more than one building, or an employee who is not primarily assigned to one (1) building, the



group or the individual, and/or the Association may submit such a grievance on Grievance Appeal Form 2 to the Superintendent directly, with copies to the Principals/Supervisors, and the processing of such a grievance shall be commenced at Level 2. Prior discussion with the Principals/Supervisors of the school(s) involved is encouraged.

2. Level 2.

If the aggrieved party is not satisfied with the disposition of the grievance at Level 1, he must within five (5) school days of the receipt of the Level 1 response, file the grievance on Grievance Appeal Form 2 set forth herein with the Superintendent of Schools. The Superintendent shall, within seven (7) school days, afford the aggrieved party an opportunity to present the grievance. The Superintendent shall render a decision on the grievance within seventeen (17) school days after the grievance has been filed at Level 2. The decision shall be in writing. (One copy to the aggrieved party, one copy to the Association, and one copy to the Principal/Supervisor.)

3. Level 3.

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

4. Level 4.

Those grievances arising from an action of the Board of Education or the Superintendent of Schools shall be initiated at the level of the grievance procedure at which the earliest resolution is possible. For the purpose of this article said level shall be the level at which the decision being grieved was initially made.

D. Arbitration Procedure

1. If the aggrieved party is dissatisfied with the Board's decision, the Association shall decide whether or not to pursue the grievance on the aggrieved party's behalf and shall file for arbitration with the Public Employment Relations Commission (PERC) and simultaneously notify the Secretary of the Board of Education to that effect within fifteen (15) school days of receipt of the Board of Education's decision. No hearing shall be held sooner than ten (10) school days after the Board has received notification. Both parties to this Agreement agree to advisory arbitration for grievances arising under Sections A (1)(a) and (c). Costs are to be shared equally by the Board and the Association.
2. Grievances arising under Section A (1)(b) shall be subject to final and binding arbitration in accordance with the procedure outlined in paragraph (1) above. The jurisdiction and authority of the arbitrator shall be confined exclusively to the terms of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement. Costs are to be shared equally by the Board and the Association.

GRIEVANCE APPEAL FORM (LEVEL 1)

1.
  - a) Name of aggrieved party:
  - b) Building Assignment:
  - c) Date of Submission:
  - d) Name of Association Representative:
2. State precisely the policy, agreement provision or administrative decision which is the subject of your appeal.
3. State in detail the reason for your dissatisfaction with the interpretation, application or violation of policy, agreement provision, or administrative decision which you are appealing.  
(Note: State date and time of incident.)
4. State what you consider to be a fair and equitable disposition.

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Signature of Aggrieved Party

GRIEVANCE APPEAL FORM (LEVEL 2)

1.   a)   Name of aggrieved party:  
      b)   Building Assignment:  
      c)   Date of Submission:
2.   Attach to this form a copy of your original Grievance Appeal Level 1 and a copy of the Principal's/Immediate Supervisor's decision.
3.   State in detail your reasons for your dissatisfaction with the decision of the Principal/Immediate Supervisor.

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Signature of Aggrieved Party

GRIEVANCE APPEAL FORM (LEVEL 3)

1.
  - a) Name of aggrieved party:
  - b) Building Assignment:
  - c) Date of Submission:
  - d) Name of Association Representative:
2. Attach to this form a copy of your original Grievance Appeal Level 2 and a copy of the Superintendent's decision.
3. State in detail your reasons for your dissatisfaction with the decision of the superintendent.

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Signature of Aggrieved Party

GRIEVANCE APPEAL FORM (LEVEL 4)

1.
  - a) Name of aggrieved party:
  - b) Building Assignment:
  - c) Date of Submission:
  - d) Name of Association Representative:
2. State precisely the policy, agreement provision or administrative decision which is the subject of your appeal.
3. State in detail the reason for your dissatisfaction with the interpretation, application or violation of policy, agreement provision, or administrative decision which you are appealing.  
(Note: State date and time of incident.)
4. State what you consider to be a fair and equitable disposition.

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Signature of Aggrieved Party

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association shall have the right of using school facilities, equipment and services subject to prior approval of the Superintendent or his designee. The costs of materials and supplies used shall be borne by the Association.
- B. The Association shall have the right of using the interschool mail facilities and school mailboxes.
- C. Once a year, no later than September 30, the Association will be given copies of all employees' schedules for informational purposes only. Updated changes of all schedules shall be provided to the Association within a reasonable time after they occur.
- D. Whenever grievance procedures, negotiations, PERC hearings, or court appearances are required by the Board, PERC, the court, or by the Association and mutually agreed upon by the Superintendent, whose decision shall not be arbitrary, necessitate for any representative(s) of the Association or any teacher/employee to be present during working hours, no loss of pay or personal days will be incurred.
- E. When the Superintendent is going to submit a recommendation to the Board of Education on any matter which will adversely affect that employee's salary, increments and/or position of employment, such employee shall be afforded written notice including reasons at least five (5) school days prior to such submission to the Board of Education during which time the employee may request in writing and shall be granted an opportunity to meet with the Superintendent. Said employee shall, if he wishes, be accompanied by a representative of the Association.
- F. When any employee is required to appear before the Board of Education or a committee

thereof, on any matter adversely affecting his salary, increments and/or position, written notice including reasons shall be given him at least five (5) school days before the meeting, and he shall, if he wishes, be accompanied by a representative of the Association.

- G. Teachers who have been employed continuously since the preceding September 30th shall be notified of their contract and salary status according to State law, by May 15.
- H. Non-tenure teachers will notify the Board of their acceptance or non-acceptance of contract offers for the succeeding year according to State law.
- I. Teachers shall have the right of representation provided under N.J.S.A. 18A:25-7.
- J. The Board will provide the Association with an updated Board Policy Handbook and District Teacher's Handbook, and advise the Association of all changes in these documents.
- K. All vacancies which may arise within the district shall be posted in each building's main office, transportation office, and maintenance/custodial shop areas and by written notification to the President of the Association. All postings shall be for a minimum period of five (5) work days.
- L. The Board may provide in-service professional improvement programs which shall be planned cooperatively by a district-wide in-service committee to meet the priorities of the school district. The committee will recommend in-service programs to the Superintendent for his consideration.
- M. If requested, secretaries shall be granted release time to attend the annual convention of the New Jersey Education Association and shall suffer no loss of pay or personal leave. Such leave shall be utilized and certified in accordance with statute (18A:31-2).



N. The Association recognizes its responsibility to abide by all provisions of this Agreement, Board Policies to the extent that they are not in conflict with the terms and conditions of this Agreement, and the law.

## ARTICLE V

### TEACHING HOURS AND PROFESSIONAL DUTIES

- A. 1. Effective July 1, 2005, there shall be 185 teacher work days, comprised of 182 pupil contact days and 3 in-service days.
- 2. The middle school teacher instructional day shall be six hours and forty minutes long, exclusive of the additional time requirements set forth in C.1., below.
- 3. The elementary school teacher instructional day shall be six hours and twenty minutes long, exclusive of the additional time requirements set forth in C.1., below.
- B. Teachers shall indicate their presence for duty by placing their written initials in the appropriate column of the faculty "in-out" roster.
- C. 1. Teachers will arrive at their respective assignments at least fifteen (15) minutes before the official school day begins, and may leave their respective assignments fifteen (15) minutes after the close of the school day, except when their presence is required to perform the professional duties listed in number 2 below.
- 2. As part of their professional duties teachers shall be required to participate in the following:
  - a. Building, departmental meetings, workshops or other professional meetings, scheduled after the close of the regular school day, not to exceed one (1) hour in length.
  - b. Meetings, whenever necessary, with parents of their students, as well as with special services personnel and administrative personnel concerning the welfare of their students. Such meetings shall be arranged at mutually convenient times.

- c. Completing field trips that extend beyond the regular work day.
- d. Assisting or disciplining students when necessary.
- e. Teachers are required to attend a maximum of four (4) night functions (i.e., back-to-school night, fall and spring conferences, curriculum presentations to the Board by curriculum committee members).
- f. Extra-compensation per evening shall be paid after the four (4) night maximum is reached, at the rate of \$32 (thirty-two dollars) per night.

D. 1. Preparation Periods

- a. All teachers will receive at least one (1) continuous and uninterrupted preparation period per day equal to one (1) academic period of regular length. Note: the length of periods may differ between the elementary and middle schools.
  - b. The above provision shall not apply to guidance counselors, psychologists, LDT-C'S, social worker, and nurses who shall be governed by past practice for scheduling of preparation periods.
2. The schedules of teachers who are assigned to more than one (1) school shall be arranged so that adequate travel time is available. Travel time shall not diminish a teacher's preparation or lunch time.
3. Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for travel at the rate established for business travel by the U.S. Internal Revenue Service. The rate in effect on each September 1 shall be applied to all employees. Such reimbursement shall not include commutation to and from work.

4. Teachers shall work a full school day on the day of "Back-to-School Night."
- E. Provision will be made for at least a 45 minute continuous and uninterrupted duty-free lunch period for all teachers.
- F. The principal may require teachers to be on duty during lunch periods, preparation periods, and other unassigned periods or whenever he determines that it is necessary for the safety and welfare of the students.
- G. Effective September 1, 1995, Kindergarten teachers shall be considered to be .71 FTE.
- H. Part-time Teachers
  1. The Board will compensate part-time teachers solely for their participation in the following activities:
    - a. Any meeting or workshop scheduled on a day on which the teacher does not work;
    - b. Kindergarten orientation in which direct pupil contact is involved;
    - c. Bedside tutoring; and
    - d. Required evening meetings in excess of four per school year that will be compensated for the entire evening in accordance with Article V (C) (f) of the Agreement.
  2. Part-time teachers shall participate without compensation in all other activities not expressly enumerated in paragraph one, including but not necessarily limited to: child study team meetings, grade level meetings, in-service, curriculum workshops, task force meetings, building level meetings, etc.
  3. When a part-time teacher's work hours are not contiguous to a scheduled after school meeting, the part-time teacher will be compensated at the regular hourly rate,

prorated for the time period between the end of the teacher's work day and the commencement of the aforesaid meeting ("down-time"). There shall be no compensation for the time spent in the actual activity. The Board may assign part-time teachers work, including pupil contact activities, during this down-time. A paid lunch not in excess of 45 minutes shall be included in the compensated down-time.

## **ARTICLE VI**

### **TEACHER ADMINISTRATOR COUNCILS**

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

1. Membership, K-5:
  - a. Three (3) elected members from the teaching staff assigned to the building.
  - b. The Principal of the building.
  - c. Any person within the school system whose specialized knowledge may be of value to the discussion may be invited.
2. Membership, Memorial Junior School:
  - a. An elected ten percent (10%) of the teachers assigned to that building.
  - b. The Principal of the school.
  - c. Any person within the school system whose specialized knowledge may be of value to the discussion may be invited.
3. Meetings:
  - a. Monthly meetings shall be scheduled throughout the school year. Meetings may be cancelled by the mutual consent of all parties.
  - b. The HTEA President and the Superintendent shall be notified in writing of the monthly scheduled meeting dates or their cancellation.
4. Procedures:
  - a. Members of the Council shall propose, examine and discuss fully various courses of action with the intention of arriving at a consensus.
  - b. The Principal has the responsibility to make all decisions. The Principal shall

present to the Council the reasons for his decision whenever a consensus has not been reached.

- c. The teaching staff elected to this council shall report agenda and decisions reached to the staff members at a general meeting.
  - d. The Principal may discuss any decision made at a staff meeting if he deems it appropriate.
5. Items involving personnel matters will not be included on a T.A.C. agenda.

## **ARTICLE VII**

### **SALARIES**

#### Teachers' Salaries

- A. 1. Salary schedules for all personnel covered under this contract are set forth on wage schedules included in this Agreement and in Article XIV, below.
- 2. Extra-compensation rates for the school years 2008-2009, 2009-2010 and 2010-2011 are set forth on the schedules annexed hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall be paid twenty (20) equal semi-monthly installments on the fifteenth (15<sup>th</sup>) and on the thirtieth (30<sup>th</sup>) of each month, unless they elect a 12-month salary payout, in which case they shall be paid in appropriately reduced semi-monthly installments on the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>) of each month, subject to law. The School Business Administrator shall promulgate administrative procedures for all employees regarding the election process in a timely fashion.
- 2. Teachers employed on an eleven (11) month basis (on a contract called "twelve (12) months") shall be paid twenty-four (24) equal semi-monthly installments on the fifteenth (15<sup>th</sup>) and on the thirtieth (30<sup>th</sup>) of each month.
- C. 1. Employees may individually elect to have a designated portion of their monthly salary be deducted from their paychecks. These funds shall be direct deposited into a bank of the employee's choice in equal semi-monthly installments.
- 2. Present ten-month employees are to notify the payroll office of the Board of Education by June 15<sup>th</sup> of each year of the intention to:
  - a. Enroll in this program.



- b. Discontinue their TRI-CO deduction.
    - 3. Employees may change the amount of the deduction a maximum of four (4) times per year, provided that thirty-five (35) days notice is given to the Board to effect the change.
  - D.
    - 1. When a pay day falls on or during a school holiday, vacation, weekend, or legal holiday, (see Appendix A) employees shall receive their pay checks on the last previous working day.
    - 2. All contracted employees shall receive their second June payroll check on the last working day for teaching staff members.
  - E.
    - 1. If a teacher receives satisfactory ratings for a period of two (2) years from the date of the withholding of a salary increment, he shall be restored to his proper place on the salary guide in the next school year.
    - 2. If the proposed withholding of any teacher's salary increment occurs less than sixty (60) days prior to April 15th, the teacher shall be required to waive notification of salary as indicated elsewhere in this Agreement. No salary notification in this instance shall occur later than August 15th.
  - F. Part-time teachers shall be paid a pro-rata portion of the regular teacher's guide according to the following formula:
    - 1. Number of daily hours worked, divided by 6.58, times place on Teacher's Guide; or
    - 2. Number of weekly hours worked, divided by 32.9, times place on Teacher's Guide.
  - G. A \$1,000 (one thousand dollars) salary increase shall be awarded to any teacher who earns National Teacher Board Certification.

## Staff Salaries

- A. Salaries for the year(s) 2008-2011 agreed upon by the Board and the Association are set forth in the attached schedules as listed.

Schedule A: Secretarial Personnel

Schedule B: Maintenance Mechanics

Schedule C: Lunch/Recess/Library/Special Ed Aides

Schedule D: Custodians

Schedule E: Drivers

Schedule F: Teachers

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

C. Withholding of Increment

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

**SCHEDULE "A"**

**HANOVER TOWNSHIP BOARD OF EDUCATION SECRETARIES' GUIDE**

<b>YEAR 1 2008-2009</b>		<b>YEAR 2 2009-2010</b>		<b>YEAR 3 2010-2011</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	32,236	1	32,980	1	33,810
2	32,736	2	33,480	2	34,310
3	33,236	3	33,980	3	34,810
4	33,736	4	34,480	4	35,310
5	34,736	5	35,480	5	36,310
6	36,236	6	36,680	6	37,510
7	37,736	7	38,305	7	39,170
8	39,436	8	40,055	8	40,980
9	41,136	9	41,830	9	42,815
10	42,836	10	43,630	10	44,675
11	44,536	11	45,455	11	46,560
12	46,236	12	47,305	12	48,470
13	47,936	13	49,180	13	50,405

Longevity payment for 12 month Secretaries will be \$500

Longevity payment for 10 month Secretaries will be \$250

Part-time Secretaries will be placed on the 12 month guide and be compensated based on F.T.E.

## Secretarial Provisions

1.
  - A. Full time secretaries are employed 7½ hours daily for 240 days with vacations according to Article XII.
  - B. Summer hours may be adjusted for secretaries at the discretion of the Superintendent.
  - C. On school holidays during the school year, when school is closed for students and teachers, full-time secretaries shall work from 8:30 am to 3:30 pm.
2. Elementary principals' part-time secretaries are employed for 7½ hours daily for 207 days and do not report for work on school holidays.
3. All secretaries will be placed on the single guide entitled "Secretaries' Guide." Those secretaries working the full-time schedule shall receive the amount indicated on the guide. Part-time secretaries shall receive a proportionate salary of the full-time secretary as described in 1.A.
4. For work performed beyond the hours set forth in paragraph 1 above, full-time secretaries shall be paid at their regular hourly rate of pay for that contracted year.
5. Overtime pay for full-time secretaries at the rate of one and one-half (1-½) times the employee's regular hourly rate shall be paid for employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s), day(s) worked and approved personal day(s).
6. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
7. Part-time secretaries who perform overtime work between thirty-two and one-half (32-½) and forty (40) hours per week shall be paid at the straight time rate (same step) as the full time secretary. Part-time secretaries who perform overtime work in excess of forty (40) hours per week shall be paid at one and one-half (1-½) times the full-time secretary rate (same step).
8. Secretaries will not be required to work when school is closed due to inclement weather. Secretaries are not required to make up days missed due to emergency school closings.

**SCHEDULE "B"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
MAINTENANCE MECHANICS' GUIDE**

<b>YEAR 1 2008-2009</b>			
<b>SALARY GUIDE STEP</b>	<b>"A" GUIDE</b>	<b>"B" GUIDE</b>	<b>"C" GUIDE</b>
1	43,962	42,362	40,862
2	45,010	43,410	41,910
3	46,083	44,483	42,983
4	47,181	45,581	44,081
5	48,305	46,705	45,205
6	49,456	47,856	46,356
7	50,635	49,035	47,535
8	51,842	50,242	48,742
9	53,077	51,477	49,977
10	54,342	52,742	51,242
11	55,637	54,037	
12	56,963	55,363	
13	58,320	56,720	
14	59,710	58,510	

<b>YEAR 2 2009-2010</b>			
<b>SALARY GUIDE STEP</b>	<b>"A" GUIDE</b>	<b>"B" GUIDE</b>	<b>"C" GUIDE</b>
1	44,848	43,248	41,648
2	45,951	44,351	42,751
3	47,081	45,481	43,881
4	48,239	46,639	45,039
5	49,426	47,826	46,226
6	50,642	49,042	47,442
7	51,888	50,288	48,688
8	53,164	51,564	49,964
9	54,472	52,872	51,272
10	55,812	54,212	52,612
11	57,185	55,585	
12	58,592	56,992	
13	60,033	58,433	
14	61,510	60,260	



5. A 10% differential of salary shall be added to the night employees' salary for the ten (10) months school is in session. Midday custodians receive a 5% differential
6. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
7. An employee who is assigned to perform work which is regularly compensated on a higher salary guide for five or more consecutive work days, shall be paid at his step of the higher guide retroactive to the first day of such assignment.
8. It is mutually agreed by the Board and the Association that the extra-compensation position of Maintenance Foreman shall be compensated in the amount of \$6,500 per annum in each year of the contract.
9. Generally, overtime shall be established on a rotating basis, but the Board and Administrators retain discretion, depending upon needs.
10. Custodial personnel who are called upon to remove snow outside of normal work hours shall receive an additional hour's pay at their regular rate, or if applicable, at the overtime rate.
11. All Custodians and Maintenance Mechanics hired after 7/1/08 are required to either possess or attain the CDL Class B or better passenger and school bus endorsements within six (6) months of being hired.

### **MECHANICS HOURLY RATE ON GUIDE**

Mechanics employed on a part-time basis will be paid hourly. The hourly rate will be computed using the step where they are placed on the Maintenance column of the Maintenance and Custodial Personnel Salary Guide, and by dividing the step by 2,080 hours.

**SCHEDULE "C"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
LUNCH/RECESS/LIBRARY AND SPECIAL ED. AIDES GUIDE**

<b>YEAR 1 2008-2009</b>			
<b>SALARY GUIDE STEP</b>	<b>LUNCH/RECESS</b>	<b>LIBRARY</b>	<b>SPECIAL ED.</b>
1	12,791	13,814	15,541
2	13,091	14,138	15,905
3	13,391	14,462	16,270
4	13,691	14,786	16,634
5	13,991	15,110	16,999
6	14,291	15,434	17,363
7	14,841	16,028	18,032
8	15,416	16,649	18,730
9	16,191	17,486	19,672
10	16,991	18,350	20,644
11	17,816	19,241	21,646
12	18,666	20,200	22,725
13	19,541	21,393	24,067
14	20,041	22,837	25,692

<b>YEAR 2 2009-2010</b>			
<b>SALARY GUIDE STEP</b>	<b>LUNCH/RECESS</b>	<b>LIBRARY</b>	<b>SPECIAL ED.</b>
1	13,147	14,199	15,974
2	13,447	14,523	16,338
3	13,747	14,847	16,703
4	14,047	15,171	17,067
5	14,347	15,495	17,432
6	14,647	15,819	17,796
7	15,004	16,204	18,230
8	15,559	16,804	18,905
9	16,314	17,619	19,821
10	17,114	18,483	20,793
11	17,939	19,374	21,796
12	18,789	20,292	22,829
13	19,649	21,393	24,067
14	20,544	23,337	26,254



<b>YEAR 3 2010-2011</b>			
<b>SALARY GUIDE STEP</b>	<b>LUNCH/RECESS</b>	<b>LIBRARY</b>	<b>SPECIAL ED.</b>
1-2	13,811	14,916	16,781
3	14,111	15,240	17,145
4	14,411	15,564	17,510
5	14,711	15,888	17,874
6	15,011	16,212	18,239
7	15,311	16,536	18,603
8	15,940	17,215	19,367
9	16,594	17,922	20,162
10	17,273	18,655	20,987
11	17,977	19,415	21,842
12	18,706	20,202	22,727
13	19,460	21,017	23,644
14	20,239	21,858	24,590
15	21,044	23,837	26,817

Special Education Aides receive 12.5% differential

Longevity

Payment	200	200	200
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Lunch/Recess Aides

Longevity

Payment	150	150	150
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1. Aides are employed for not more than six (6) hours per day when school is in session. They do not report for work on school holidays.
2. For work performed in the summer or beyond the regular school hours, aides shall be paid at their regular hourly rate of pay for the contract year beginning July 1.
3. Overtime pay, at the rate of one and one-half (1-½) times the employee's regular hourly rate, shall be paid for employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s), day(s) worked and approved personal day(s). If an employee works past contractual time, payment shall be made at the employee's regular hourly rate.
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Each employee assigned to path duty on school property shall be compensated at the rate of \$5.22 per assignment. There may be more than one assignment in any given day.
6. Special education aides shall conference with their primary teachers, as mutually determined.
7. Special education aides shall receive a daily duty free lunch of no less than thirty (30) minutes.

**SCHEDULE "D"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
CUSTODIANS' GUIDE**

<b>YEAR 1 2008-2009</b>		<b>YEAR 2 2009-2010</b>		<b>YEAR 3 2010-2011</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	29,460	1	30,485	1	31,275
2	29,960	2	30,985	2	31,775
3	30,760	3	31,485	3	32,275
4	31,660	4	31,985	4	32,775
5	32,660	5	32,885	5	33,275
6	33,660	6	33,885	6	34,175
7	34,660	7	34,885	7	35,175
8	35,760	8	35,885	8	36,175
9	36,860	9	36,985	9	37,175
10	37,960	10	37,985	10	38,960
11	39,060	11	39,615	11	40,845
12	40,840	12	41,610	12	42,830
13	42,720	13	43,705	13	44,915
14	44,700	14	45,900	14	47,100

Longevity  
Payment                      400                                      400                                      400

- \* Effective July 1, 2005, all new Custodial employees, who do not possess a Black Seal License, will be eligible for longevity after completing five years at step nine.
- \* A Black Seal License is required to advance on guide beyond step 9.
- \* Midday custodians receive a 5% differential. Nighttime custodians receive a 10% differential.

**SCHEDULE "E"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
DRIVERS' GUIDE**

<b>YEAR 1 2008-2009</b>		<b>YEAR 2 2009-2010</b>		<b>YEAR 3 2010-2011</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1-2	18,020	1	19,140	1-2	20,555
3	18,620	2-3	19,390	3-4	20,805
4	19,220	4	19,990	5	21,055
5	19,820	5	20,590	6	21,700
6	20,620	6	21,190	7	22,385
7	21,220	7	21,855	8	23,110
8	22,130	8	22,590	9	23,875
9	23,090	9	23,390	10	24,680
10	24,100	10	24,290	11	25,515
11	25,160	11	25,230	12	26,380
12	26,270	12	26,210	13	27,275
13	27,430	13	27,230	14	28,200
14	28,640	14	28,290	15	29,155
		15	29,390	16	30,140

Longevity  
Payment                      250                                      250                                      250

The Courier will be compensated at 1.6 F.T.E. of the Drivers' Guide

## Bus Driver Provisions

1. All bus drivers shall be employed for five (5) hours daily. When a driver is scheduled regularly to work a daily schedule in excess of five (5) hours, his/her contract shall be revised to reflect this and he/she shall be paid on a pro-rated basis to compensate for the additional time.
2. For work performed in the summer or beyond the regular school hours, drivers shall be paid at their regular hourly rate of pay for that contracted year.
3. Overtime pay, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, shall be paid to employees who have worked beyond forty (40) hours per week. The forty (40) hours worked may consist of a combination of approved sick day(s), designated holiday(s), day(s) worked and approved personal day(s).
4. Personnel contracted for less than the normal hours shown on the salary guides shall be paid at their regular hourly rate of pay.
5. Changes of a bus driver's route shall be made in writing at least 24 hours in advance of the change, except in emergency situations.
6. Drivers do not report for work on school holidays or weekends. However, if requested to do so, they shall be guaranteed a minimum of four (4) hours pay at their hourly rate.
7. When half days are not district wide, Bus Drivers shall be compensated from arrival time until 1 pm, at their hourly rate.
8. All drivers are required to have a 54 passenger bus license.

**SCHEDULE "F"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
TEACHER SALARY GUIDE 2008-2009**

<b>Salary Guide Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	49,908	51,508	53,108	54,708	56,308	57,908	59,508
2	50,608	52,208	53,808	55,408	57,008	58,608	60,208
3	51,108	52,708	54,599	55,908	57,508	59,375	60,708
4	51,638	53,238	54,838	56,438	58,038	59,762	61,411
5	53,268	54,879	56,468	58,068	59,668	61,268	62,996
6	54,898	56,514	58,098	59,698	61,298	62,898	64,641
7	56,528	58,128	59,728	61,328	62,928	64,528	66,205
8	58,158	59,829	61,368	63,055	64,558	66,158	67,781
9	59,788	61,388	62,988	64,588	66,188	67,788	69,388
10	61,418	63,018	64,618	66,218	67,818	69,418	71,018
11	63,048	64,648	66,248	67,848	69,448	71,048	72,648
12	64,678	66,278	67,878	69,484	71,078	72,678	74,278
13	66,308	67,908	69,508	71,108	72,708	74,308	75,908
14	67,938	69,538	71,138	72,781	74,338	75,938	77,538
15	69,673	71,273	72,873	74,473	76,073	77,673	79,273
16	71,508	73,108	74,708	76,308	77,908	79,508	81,108
17	73,443	75,043	76,643	78,243	79,843	81,443	83,043
18	75,478	77,078	78,678	80,722	82,368	83,986	85,078
19	77,613	79,213	80,885	82,744	84,678	86,370	87,720

Longevity Payment	2,375	2,428	2,487	2,567	2,620	2,678	2,725
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**SCHEDULE "F"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
TEACHER SALARY GUIDE 2009-2010**

<b>Salary Guide Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	50,913	52,563	54,213	55,863	57,513	59,163	60,813
2	51,913	53,563	55,213	56,863	58,513	60,163	61,813
3	52,913	54,563	56,404	57,863	59,513	61,180	62,813
4	53,413	55,063	56,713	58,363	60,013	61,663	63,313
5	53,913	55,563	57,213	58,863	60,513	62,163	63,813
6	55,668	57,318	58,968	60,618	62,268	63,918	65,568
7	57,428	59,078	60,728	62,378	64,028	65,678	67,328
8	59,188	60,859	62,488	64,138	65,788	67,438	69,088
9	60,948	62,598	64,248	65,898	67,548	69,198	70,848
10	62,708	64,358	66,008	67,658	69,308	70,958	72,608
11	64,468	66,118	67,768	69,418	71,068	72,718	74,368
12	66,228	67,878	69,528	71,178	72,828	74,478	76,128
13	67,988	69,638	71,288	72,938	74,588	76,238	77,888
14	69,748	71,398	73,048	74,698	76,348	77,998	79,648
15	71,508	73,158	74,808	76,458	78,108	79,758	81,408
16	73,368	75,018	76,668	78,318	79,968	81,618	83,268
17	75,328	76,978	78,628	80,278	81,928	83,578	85,228
18	77,388	79,038	80,688	82,632	84,278	85,896	87,288
19	79,538	81,188	82,838	84,669	86,603	88,295	89,645

Longevity Payment	2,375	2,428	2,487	2,567	2,620	2,678	2,725
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**SCHEDULE "F"**

**HANOVER TOWNSHIP BOARD OF EDUCATION  
TEACHER SALARY GUIDE 2010-2011**

<b>Salary Guide Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
1	51,588	53,288	54,988	56,688	53,888	60,088	61,788
2	52,788	54,488	56,188	57,888	59,588	61,288	62,988
3	53,988	55,688	57,479	59,088	60,788	62,488	64,188
4	55,188	56,888	58,588	60,288	61,988	63,688	65,388
5	55,923	57,623	59,323	61,023	62,723	64,423	66,123
6	56,658	58,358	60,058	61,758	63,458	65,158	66,858
7	58,488	60,188	61,888	63,588	65,288	66,988	68,688
8	60,318	62,018	63,718	65,418	67,118	68,818	70,518
9	62,148	63,848	65,548	67,248	68,948	70,648	72,348
10	63,978	65,678	67,378	69,078	70,778	72,478	74,178
11	65,808	67,508	69,208	70,908	72,608	74,308	76,008
12	67,638	69,338	71,038	72,738	74,438	76,138	77,838
13	69,468	71,168	72,868	74,568	76,268	77,968	79,668
14	71,298	72,998	74,698	76,398	78,098	79,798	81,498
15	73,128	74,828	76,528	78,228	79,928	81,628	83,328
16	75,058	76,758	78,458	80,158	81,858	83,558	85,258
17	77,088	78,788	80,488	82,188	83,888	85,588	87,288
18	79,218	80,918	82,618	84,462	86,108	87,726	89,418
19	81,438	83,138	84,838	86,569	88,503	90,195	91,638

Longevity Payment	2,375	2,428	2,487	2,567	2,620	2,678	2,725
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## EXTRA COMPENSATION RATES (2008-2011)

### SPORTS:

Varsity 2008-2011

Steps 1:	\$2,657
Step 2:	\$2,877
Step 3 & over	\$3,014

### Intramurals

Steps 1:	\$1,987
Step 2:	\$2,151
Step 3 & over:	\$2,253

### ACTIVITIES:

Yearbook Advisors, Newspaper (1 Journalism, 1 Graphic)  
Dramatics Assistant

Steps 1:	\$1,987
Step 2:	\$2,151
Step 3 & over	\$2,253

Cheerleading & Dramatics:	Paid at Varsity Level
Team Leaders:	\$ 469 per team member to maximum of 5 members
Area Coordinators:	\$2,610
Student Council Advisor:	\$ 800
Teacher-in-Charge:	\$1,044
Club Advisor:	\$36.54 per hour
Path Duty:	\$ 5.22 per assignment
Athletic Director:	\$2,088
Permanent I&RS Team Member:	\$ 209
I&RS Coordinator:	\$ 313 (limit one per school)
K-5 Grade Level Chairs:	\$ 500 (total of six)

## ARTICLE VIII

### PERSONAL LEAVES OF ABSENCES

- A. Personal leave at full pay shall be granted for the following reasons:
1. Up to five (5) non-consecutive days leave shall be granted to an employee for each death in the immediate family to attend funeral services and/or to handle personal business related to the death. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any member of the immediate household excluding employees or tenants.
  2. Up to three (3) days shall be allowed for the President of the Association or an alternate he designates to attend conferences and conventions of the state and national affiliated organizations.
  3. Up to a total of two (2) days (non-cumulative) shall be allowed in any one (1) school year for the following reasons:
    - a. Serious illness in the immediate family. (Immediate family same as in 1.)
    - b. Recognition of religious holiday.
    - c. Court appearance.
    - d. Marriage of the employee or marriage in the immediate family.
    - e. College graduation of employee or a member of his immediate family.
    - f. Any other emergency or urgent reason not included in a through e above, if approved by the Superintendent.
  4. Up to a total of three (3) days (non-cumulative) may be allowed in any one (1) school year for any personal business, emergency or urgent reason not included in

3a-e above, if approved in advance by the Superintendent. The Superintendent may waive advance notice.

5. If any days under 4 above are not used in a given year, they will then accumulate without limit and may be used in subsequent years only as excess sick leave to be taken after all regular sick leave has been used.
  6. A personal leave of absence shall not be granted before or after a school break/vacation, subject to the Superintendent's discretion.
- B. The Superintendent shall be notified, via the immediate supervisor, a minimum of one (1) day in advance when personal leave is to be granted under A2, and A3b, c, d and e. The Superintendent may waive advance notice.
- C. For proper payroll accounting, audit and employee protection, every absence granted under Article IX, leave for a half day, full day or more, must be accounted for in writing and reported to the Superintendent. Such reasons as they apply to A4 of this Article shall be given as "death, personal or legal."
- D. For each day leave is taken in excess of the amount specified in paragraphs A or B above, 1/200th part of the teachers salary and one (1) day's pay based upon the employee's hourly rate for non-certificated employees, shall be deducted from his/her salary.
- E. Upon recommendation of the immediate supervisor to the Superintendent, and subject to Board approval, except in an emergency, in which case the Superintendent may exercise discretion, as warranted, non-cumulative leave without pay of up to five (5) days per year may be granted. (Reference: Article X, paragraph H).
- F. For each day an employee is required to be absent to serve on a jury, he shall be paid his/her contracted salary.

G. Any requests for leave shall be submitted to the Superintendent as far in advance as possible.

**ARTICLE IX**  
**SICK LEAVE**

**Teachers**

- A. Ten (10) school days a year shall be granted to all personnel working on a 10-month contract for personal illness, provided that such personnel were continuously employed from the beginning of the school year. A pro-rated number of paid sick days shall be granted to personnel not employed at the beginning of the school year, on the basis of one (1) sick day for each month employed during the 10-month school year. All unused sick leave shall be cumulative without limit.
- B. Eleven (11) school days a year shall be granted to all personnel working on an 11-month basis (on a contract called twelve (12) months) for personal illness, provided that such employee was continuously employed from the beginning of the school year. A pro-rata number of days shall be granted to personnel not employed at the beginning of the school year on the basis of one (1) sick day for each month employed during the 11-month period. All unused sick leave shall be cumulative without limit.
- C. Employees shall be given a written accounting of accumulated sick leave days, no later than September 30 of each school year.

**Non-Certificated**

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

## **ARTICLE X**

### **LEAVES OF ABSENCE WITHOUT PAY**

- A. The Board agrees that up to two (2) staff members with more than three (3) years of experience in the District, designated by the Association shall, upon request, be granted a leave of absence for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence of up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such program or accepts a Fullbright Scholarship. Upon return from leave granted pursuant to this paragraph, a tenured teacher shall be considered as if he were actively employed by the Board during the leave period, and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. The Board shall grant a medical leave of absence without pay for illness or disability (including maternity) subject to the following:
1. A leave shall commence upon formal Board approval, except in an emergency, in which case the Superintendent may exercise discretion, as warranted, following receipt of written notice of illness or disability by the Board. When medically possible, advance notice of no less than sixty (60) calendar days shall be given.
  2. A leave of up to one (1) calendar year shall be granted to any tenured employee. Non-tenured employees may receive a leave not to exceed the remainder of the school year (June 30th). Reemployment shall not be denied solely because of the granting of a medical leave of absence.

3. Notice of not less than ninety (90) days, when possible, of an intent to return to work must be given, in writing, to the Board.
  4. Upon the request of the Board, an employee shall supply satisfactory medical certification of fitness for duty.
  5. The foregoing is not intended to affect utilization of unused sick leave.
- D. Other leaves of absence may be granted by the Board upon application.
- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, and advancement on the salary guide, shall be restored to him upon his return. However, an employee on leave (except as provided under paragraph B) shall not accumulate any sick leave, or other credits during his leave period. A non-tenure employee on extended leave shall not have the time applied to his probationary period.
- F. All applications or granting of extension of or renewal of leaves shall be in writing, and must be subject to approval by the Board of Education. All leaves, with the exception of medical leave, shall be requested on or before February 1, and be acted upon no later than May 1.
- G. The Board shall grant child-rearing leave without pay to any employee immediately following maternity leave or adoption of a minor child, subject to the following provisions:
1. Child-rearing leave shall be granted to any tenured employee for a minimum of five (5) months and maximum of one (1) year, provided the return date to duty is either February 1st or September 1st.
  2. For non-tenured employees, such leave shall be for a minimum of five (5) months, but shall not exceed the end of the school year.
  3. Notice of not less than ninety (90) days, when possible, of an intent to return to work

must be given, in writing, to the Board.

- H. Upon the recommendation of the immediate supervisor and approval of the Superintendent and approval by the Board, except in an emergency, in which case the Superintendent may exercise discretion, as warranted, non-cumulative leave without pay of up to five (5) days per year may be granted. (Reference: Article VIII, Paragraph E).



## **ARTICLE XI**

### **PROFESSIONAL DEVELOPMENT**

The Board shall allocate a limit of \$250 or two (2) workshops/conferences during the school year per employee; which ever comes first, to be used subject to the Superintendent's discretion. Additional after-school workshops/conferences may be taken if within the monetary limit. Mandatory and administratively directed workshops/conferences shall be excluded from this limitation.

All Paraprofessionals/Special Education Aides are required to attend eight (8) mandatory professional development sessions, in district, after school, not to exceed one (1) hour each, paid at their hourly rate. A schedule of the sessions will be provided on the first day of school.

## **ARTICLE XII**

### **INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance protection, including hospitalization, medical-surgical and major-medical, prescription, vision, and dental designated below for all eligible full-time employees. Effective July 1, 2002, full-time shall mean employment for at least 20 hours per week. All personnel employed prior to July 1, 2002 shall be grandfathered from this provision.
1. The Board shall pay 100% of the cost of premiums for full family health insurance provided under the New Jersey School Employees' Health Benefits Plan (NJSEHBP).
  2. Prescription coverage shall be afforded through the major medical provisions of the NJSEHBP.
  3. Vision Care Insurance - with benefits not less than those set forth in Appendix B, annexed to this Agreement;
  4. Dental Insurance - with benefits not less than those provided under the Delta Dental Plan during the 1998-99 school year, except that the prior financial cap (\$87,500) shall be eliminated;
  5. The Board shall provide employees an Employee Assistance Program which shall cost a one-time initial group enrollment fee of approximately \$500 and a fee of approximately \$24 per employee per year.
  6. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August

31st. When necessary, payment of premiums on behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.

- B. The insurer shall provide for continuance of health care insurance at the retiree's expense after retirement on the terms detailed in the master policies and contracts. Payment for this coverage shall be made by the retiree directly to the insurance carrier to insure no loss of benefits and to maintain retirees group rate coverage.
- C. The Board shall provide to each employee, upon request, copies of the health care insurance policies covered under this Article.
- D. The Association shall have the opportunity to meet with the appropriate carriers and/or brokers for informational purposes, prior to any unilateral change in insurance carriers by the Board.
- E. Employee Opt-out Provision. All employees shall have the option of opting out of any component of the Board-provided dental and/or vision insurance plan in return for a cash payment, the amount of which shall be determined annually by the Board.<sup>1</sup> To the extent permitted by each respective insurance carrier, any employee who has opted out may be permitted to opt back in during the year in the event of a significant change in personal circumstances (i.e., marriage, birth, death, etc.) that would justify the change. The Board shall comply with any applicable IRS regulations concerning Section 125 of the IRS code.

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<sup>1</sup> During the life of this agreement, the annual rate of remuneration for employees who opt out shall be as follows:

\$100/yr for dental insurance  
\$ 50/yr for vision insurance

## **ARTICLE XIII**

### **PERSONNEL FILES**

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

**ARTICLE XIV**

**SUMMER SCHOOL AND SUMMER WORK**

- A. All openings for positions in the summer school shall be posted as they become known and applications shall be provided for employment.
- B. The Board shall maintain the right to employ as summer school teachers persons who are not regularly employed by the district during the school year. Compensation for such individuals shall be at the rate mutually agreed upon by the individual and the Board, not to exceed the compensation paid to Hanover Township teachers.
- C. Salary rates for positions in the summer school are listed below:

Summer School Hourly Rates  
\$48/hr

- D. During the last week of summer school, one preparation period of 60 minutes shall be provided for each subject taught for every teaching staff member who must write individual student progress reports and evaluate testing data.
- E. Paychecks shall be issued midway and on the last day of summer school.
- F. Summer work which is not in the summer school but is directly related to work performed during the school year shall be paid in accordance with rates contained in paragraph C above.
- G. Curriculum work performed during the summer shall be compensated at the hourly rates listed below:

Curriculum Work Hourly Rates  
\$39/hr

- H. All Guidance counselors will work up to but not exceed 204 days at their per diem rate.
- I. Child Study members will work up to but not exceed 204 days at their per diem rate.

**ARTICLE XV**

**DEDUCTION OF DUES AND AGENCY FEES**

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

AUTHORIZATION TO  
DEDUCT ASSOCIATION MEMBERSHIP DUES

\*\*\*\*\*

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

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings until notified of termination, an amount required for current membership dues and such amount as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local association. This authorization

may be terminated only by prior written notice from me effective January 1st or July 1st of any year. Upon termination of employment, the Disbursing officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability thereof.

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

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

- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- D. The filing of notices of an employee's withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.
- E. The Board agrees to deduct from employees' salaries money for local and/or national Association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations. Any employee may have such deductions discontinued in accordance with Title 52:14-19.9(e).
- F. The Board of Education hereby grants to the Association the right to collect a representation fee from those unit members who do not elect membership in the Association. The

implementation and administration of this provision shall be in accordance with Chapter 477, P.L. of 1979. In meeting its obligations pursuant to this paragraph, the Association shall save the Board harmless from any claims, liabilities, damages or other financial demands made by an employee, whether in litigation or elsewhere, including the cost of legal fees.



## **ARTICLE XVI**

### **ADDENDUM**

- A. The parties agree to follow the procedures outlined in the Agreement, to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- B. Separability  
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right: a. to direct employees of the school district; b. to hire, promote, transfer, assign and retain employees in position in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; c. to relieve employees from duty for legitimate reason; d. to maintain efficiency of the school district operations entrusted to them; e. to determine the methods, means and personnel by which such operations are to be conducted; and f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- D. This Agreement incorporates the entire understanding of the parties on terms and conditions of employment and with respect to the establishment of grievance procedures.
- E. To the extent not inconsistent with this Agreement, terms and conditions of employment arising out of past practice shall not be deemed waived by the signing of this Agreement.
- F. This Agreement and any amendments shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- G. No teacher shall serve as a mentor for more than one provisional teacher at a time.
- H. The Board and the Association agree to meet regularly during the term of this Agreement to resolve concerns raised during the process of reaching this Agreement, specifically, to eliminate from all salary guides irregularities in the progression of salaries from year to year and from step to step within a given year.

## **ARTICLE XVII**

### **TUITION REIMBURSEMENTS**

Upon submission by a teacher of a request for reimbursement form to the Office of the Superintendent prior to September 30th for the Fall semester, by January 30th for the Spring semester and by April 30 for courses taken during the summer, the Board shall reimburse a teacher up to the cost of 12 (twelve) graduate credits per year at a New Jersey State College for tuition and fees. Reimbursement shall be made for successful completion of courses taken with the Superintendent's prior approval, at any accredited college or university.

The maximum total payments to be made by the Board under this article will not exceed Forty-One Thousand dollars (\$41,000) in the aggregate in each year of this contract, and shall be distributed equitably at the end of each school year among those qualifying for tuition reimbursement. All necessary paperwork for reimbursement shall be received not later than June 15 for reimbursement to be approved at the July Board meeting.

All post-Master's Degree courses must be taken within the field of educational specialty of the applicant and be of direct benefit to the Hanover Township School Districts, and have the approval of the Superintendent and the Principal.

Upon submission by a non-certificated staff member of a request for reimbursement form to the office of the Superintendent prior to September 30th for the Fall semester, by January 30th for

the Spring semester and by April 30th for courses taken during the summer, the Board shall reimburse staff members up to \$350.00 each for approved tuition costs. Reimbursement shall be made for successful completion of courses taken with the Superintendent's prior approval in a subject area related to the staff member's field.

## ARTICLE XVIII

### EXTRA-COMPENSATION FOR UNUSED SICK DAYS

For employees who are eligible for retirement<sup>2</sup>, and who provide written notice on or before February 1<sup>st</sup> of their intention to retire by June 30th of the current school year, or, in the case of retirement other than on June 30th of the current school year, provide written notice at least 90 calendar days prior to the anticipated retirement date, the following formula of compensation shall apply. *(Note: Failure to provide notice of intention of retirement within the foregoing time limits will not result in a forfeiture of any benefits.)*

- A. From the date of retirement, 20 days shall be deducted from the accumulated sick leave. The remaining accumulated sick leave shall be compensated at the rate of \$50 per day. This lump sum compensation shall not be considered a part of contracted salary for retirement purposes.
- B. Effective July 1, 1993 for all new hires, thirty (30) days shall be deducted from the accumulated sick leave. The remaining accumulated sick leave shall be compensated at the rate of \$50 per day up to a maximum cap of \$10,000 per person. This lump sum compensation shall not be considered a part of contracted salary for retirement purposes.
- C. Effective July 1, 2005 for all new hires, thirty (30) days shall be deducted from the accumulated sick leave. The remaining accumulated sick leave shall be compensated at the rate of \$50 per day up to a maximum of \$5500 per person. The lump sum compensation shall not be considered a part of contracted salary for retirement purposes.

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<sup>2</sup> In the case of employed staff members who have 25 years of credit (or 20 years of credit at age 55 or over), in N.J. TPAF or N.J. PERS who become deceased during the term of this contract agreement, the extra-compensation described in this Article shall be paid to the estate of the deceased member.

## **ARTICLE XIX**

### **HOLIDAYS**

- A. Employees on 10-month contracts shall receive ten (10) paid holidays.
- B. Employees on a 10-month contract who work past July 4th will be paid for that holiday.
- C.
  - 1. Employees on 12-month contract shall receive twelve (12) paid holidays:  
July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, and Memorial Day.
  - 2. If any of the Christmas or New Year's holidays fall on a Saturday or Sunday, those holidays will be taken the Friday before or the Monday after- provided schools are closed to students. If the schools are open, preventing any of the paid holidays, these holidays will be designated by the Board of Education on or before May 1 of the preceding year.
- D. If a holiday falls during an employee's yearly vacation, he shall receive another vacation day at the discretion of the employee's supervisor.
- E. An employee must work the regularly scheduled work day before and after the designated holiday for pay to be received for the paid holiday. For the purposes of this paragraph, the employee shall be considered to have worked the day before and after the holiday if he has received approval for his absence from his supervisor.
- F. Effective July 1, 2005, aides and teachers shall work a half-day (consistent with State Department of Education requirements) on the days before Thanksgiving Recess and Early Winter Recess.

- G. On the days before Thanksgiving and Early Winter Recess, respectively, secretaries, maintenance and custodial personnel shall be permitted to leave an hour and fifteen minutes (1 hours and 15 minutes) following student dismissal. Bus drivers shall be permitted to leave when they have completed their assigned duties.

## **ARTICLE XX**

### **VACATIONS**

- A. Paid vacations shall be provided for full-time employees on 12-month contracts as follows:
- |  |                                 |
|--|---------------------------------|
| Less than one (1) year's employment:   | 5/6 day per month of employment |
| After one (1) full year's employment:  | Two (2) weeks                   |
| After five (5) full year's employment: | Three (3) weeks                 |
| After ten (10) full year's employment: | Four (4) weeks                  |
- B. For the purposes of this Article, a full year shall constitute the 12-month period of continuous employment from the employee's first day of work.
- C. Support staff shall provide three (3) to five (5) weeks, but in no case less than three (3) weeks, written advance notification of their request to take vacations in excess of five (5) days. The immediate supervisor and the Superintendent will respond within two (2) weeks of its receipt. Support staff shall provide no less than five (5) days advanced notification of requests for vacation totaling less than five (5) days unless a shorter time is necessitated by extenuating circumstances.
- D. A maximum of five (5) days of unused vacation time may be carried over into the next year. All requests for vacation carryover should be put in writing to the Superintendent for approval. Upon separation from employment with the Board, the employee shall be entitled to payment at the current per diem salary rate for all accumulated days, up to a maximum of ten (10) unused vacation days.

## **ARTICLE XXI**

### **UNIFORMS**

A. Custodians, maintenance mechanics and bus personnel will be reimbursed for the purchase of uniforms as per the terms below:

1. Maintenance Mechanics shall receive a uniform reimbursement of \$325 per year, plus the cost of two (2) pairs of steel-toed shoes, not to exceed \$300 during the terms of the contract.
2. Custodians shall receive a uniform reimbursement of \$325 per year, plus the cost of three (3) pairs of non-skid soled work shoes, not to exceed \$200 during the terms of the contract.
3. Bus Drivers shall receive uniform reimbursement of \$400 per year during the terms of the contract to include the appropriate non-skid rubber-soled shoes.  
  
New employees will be reimbursed after a waiting period of one hundred twenty (120) calendar days of continuing employment. Reimbursement shall be made within sixty (60) days after receipt of voucher.
4. Foul weather gear (including slickers, head gear, rubber-type boots) shall be provided for each employee prior to being required to work outside. This foul weather gear shall be stored at each school for use as needed. Each employee shall receive one (1) winter coat over the duration of this agreement. The cost of the coat shall not exceed \$150 and the coat shall be selected by the Board.
5. The Board shall supply picture identification badges to Drivers, Maintenance Personnel and Custodians.

B. Personnel named in paragraphs A.1 and A.2 above are required to wear their uniforms

during their scheduled work day, if not worn, employee will be sent home and have their pay docked. It will be the responsibility of the employee to maintain and to care for his uniforms.

- C. The Board shall specify the color and type of uniform and safety shoes that can be used for work and are eligible for reimbursement under A.1 above.



## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS - SUPPORT STAFF**

- A. 1. The contracts for custodians and maintenance personnel with more than three (3) years employment with the Board shall contain a sixty (60) day termination clause.
2. The contracts for custodians and maintenance personnel with less than three (3) years employment with the Board shall contain a fourteen (14) day termination clause.
3. In those cases where the Board terminates the services of a custodian or maintenance personnel, the employee will be entitled to use his accrued vacation days and one (1) personal day for seeking employment. The employee's immediate supervisor will authorize absences for this purpose.
4. The dismissal of any employee shall be governed by those provisions of Title 18A, New Jersey Statutes, that are applicable to termination of contracts.
- B. The provisions and the benefits of this Agreement are not applicable to custodians and maintenance personnel during their one hundred twenty (120) calendar day probationary period of employment. The provisions and the benefits of this Agreement are accruable and retroactive to the employee's first day of employment with the Board after he has attained the status of a permanent employee.
- C. The determination of the work-week shall be governed by regulations of the Federal Department of Labor. In further definition, the work-week in Hanover Township shall begin at 12:01 AM on Monday and end at midnight on the following Sunday.
- D. Employees who are asked to work on an approved holiday will receive their normal pay for the holiday plus time and one-half for the hours worked on the holiday provided that during that holiday week the employee has either worked 32 hours or has a combination of 32 hours

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

E. Seniority

In the event of a reduction in force (RIF), support staff shall be laid off in the reverse order of seniority, on the basis of the last-in, first-out principle, within each of the following job classifications:

- Custodian
- Maintenance Mechanics
- Secretarial Personnel
- Computer Aide
- Library Aide
- Special Education Aide
- Lunch/Recess Aide
- Bus Driver/Courier

**ARTICLE XXIII**

**LICENSES**

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

## ARTICLE XXIV

### EVALUATION - SUPPORT STAFF

#### A. Definitions

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

#### B. Frequency of Evaluations

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

#### C. Evaluation Reports

1. An employee shall be given a written evaluation report which will include:
  - a. strengths of the employee as evidenced during the period since the previous report.
  - b. weaknesses of the employee as evidenced during the period since the previous report.
  - c. specific suggestions as to measures which the employee might take to improve his performance. Provisions shall be made for a conference between the employee and the evaluator, prior to submitting the report to the Superintendent's office. The employee shall sign the evaluation form at this conference, acknowledging receipt thereof.

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

**ARTICLE XXV**

**MENTORING**

A teacher who serves as a Mentor shall be paid according to the statutory rate, assuming the State funds such payments, plus an additional twenty-five cents shall be paid by the Board on each State funded dollar.

**ARTICLE XXVI**

**DURATION OF CONTRACT**

A. This Agreement shall remain in effect for a period of three years commencing July 1, 2008 and terminating on June 30, 2011.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by the respective secretaries, and their corporate seals affixed hereto, on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Attest:

HANOVER TOWNSHIP BOARD OF  
EDUCATION

\_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Board President

Attest:

HANOVER TOWNSHIP EDUCATION  
ASSOCIATION

\_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
President