

**November 29, 2006**

**AGREEMENT**

between the

**HAMILTON TOWNSHIP BOARD OF EDUCATION**

and the

**HAMILTON TOWNSHIP SUPERVISORS, COORDINATORS  
AND DIRECTORS ASSOCIATION**

**2007-2010**

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## **PREAMBLE**

This agreement is entered into by and between the Board of Education of the Township of Hamilton, Atlantic County, New Jersey (hereinafter called the "Board"), and the Hamilton Township Supervisors, Coordinators and Directors Association (hereinafter called the "Association"), to be effective as of **July 1, 2007**, and to continue in full force and effect until **June 30, 2010**.

### **Article 1 RECOGNITION**

In accordance with Chapter 123, Public Law of 1974, the Hamilton Township Board of Education hereby recognizes the Hamilton Township Supervisors, Coordinators and Directors Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all supervisors, coordinators and directors in the District whether under contract, on leave, or on a per diem basis, but not including the Superintendent of Schools, and the Board Secretary/Business Administrator, principals, vice-principals, Supervisor of Curriculum/ Instruction, Supervisor of Instruction – Special Education, Supervisor of CST and Special Education programs, and all non-supervisory employees of the District.

### **Article 2 NEGOTIATIONS PROCEDURE**

- A. The Board and the Association shall engage in good faith bargaining in accordance with all applicable law.
- B. In preparation for and during negotiations, the Board shall provide relevant data requested by the Association, unless the provision of such data is otherwise prohibited by law.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss of pay and/or benefits.

### **Article 3 GRIEVANCE PROCEDURE**

#### A. Definitions

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, written Board policies or administrative decisions that affect terms and conditions of employment.

“Employee” or “administrative employee” shall mean any member of the bargaining unit as defined in Article 1 of this agreement.

“Representative” shall mean the Association or any person appointed by that Association to act for or represent it on its behalf.

“Immediate supervisor” shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this district.

“Party” shall mean an aggrieved employee, his immediate supervisor, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

B. Purpose

The purpose of the grievance procedure is to protect the rights of the parties. The intent is to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner.

Failure of the Board to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed acceptance of the disposition at the preceding level.

C. Procedure

A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not presented in writing within the longer of twenty (20) school days of the occurrence complained of or twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.

An employee processing a grievance shall be assured freedom from interference, coercion, discrimination or reprisal.

In the presentation of a grievance, an employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.

An employee shall first present his/her grievance, verbally, his/her immediate supervisor.

If the grievance is not resolved to the employee's satisfaction within five (5) school days after discussing with the immediate supervisor, the employee may submit his/her grievance to the Superintendent of Schools in writing specifying:

- a. The interpretation, application or violation of this Agreement or Board policy or Administrative decision which affects a term and condition of employment, and
- b. The specific section of the Agreement, Board policy or Administrative decision allegedly violated, and
- c. The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of employment, and
- d. The date of the alleged interpretation, application, or violation, and
- e. The specific remedy sought.

Within five (5) school days from the receipt of this written grievance (unless a different period is mutually agreed upon) the Superintendent may hold a hearing at which all parties in interest shall have the right to be heard.

If the Superintendent does not render a decision within ten (10) workdays of the receipt of the written grievance, or if the Superintendent's decision is unsatisfactory to either party, then the dissatisfied party may appeal to the Board of Education. Such appeal must be submitted within five (5) days of the Superintendent's decision or, in the event the Superintendent does not render a timely decision, within fifteen (15) days of the date the written grievance was submitted to the Superintendent.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

- a. the writings set forth in a through d, above.
- b. a copy of said materials shall be furnished to the Superintendent

If the grievant in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

The Board shall make a determination within forty-five (45) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.

If the aggrieved person is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within the forty-five (45) school days after the grievance was delivered to the Board of Education, a grievance which is based solely upon an alleged violation, misinterpretation or misapplication of the express written terms of this Agreement may be submitted to advisory arbitration. In all other grievances, the disposition of the grievance by the Board will be final. The Board and the Association shall attempt in good faith to agree upon a mutually acceptable arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

#### **Article 4 EMPLOYMENT**

Unit employees work on year-to-year renewable contracts running from July through June 30. The contract of a new unit member shall run from the initial date of hire through the following June 30. The Board shall provide a non-renewed unit member with 60 days' written notice of non-re-employment, or 60 days' pay in lieu of notice, or a combination of written notice and pay amounting to 60 days.

Unit employees may be discharged during the renewable contract term with 60 days' written notice.

Unit employees shall give the Business Administrator 60 days' written notice of resignation.

#### **Article 5 INSURANCE PROGRAMS**

All insurance coverages shall be governed by the terms of the Agreement between the Board and the HTEA, with the exception of the prescription mail order pool.

**Article 6  
VACATION POLICY**

During the first and last year of employment, vacation is earned pro rata up to June 30th based on the vacation category. Vacation is accrued annually on July 1 thereafter and may not be taken until the succeeding July 1.

Each member of the Association is entitled to the following vacation period:

Less than 1 year in District	1 day per month up to 10 days
1-5 years in the District	10 days
6-15 years in the District	15 days
16 or more years in the District	20 days

Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

Vacations must be taken within one year of the time earned, except that five (5) days earned vacation may be carried over to the next year upon approval of the Superintendent.

A unit employee may not accumulate more than 20 paid vacation days upon retirement or termination of employment.

**Article 7  
SICK LEAVE**

Employees will be granted twelve (12) sick days per fiscal year, commencing July 1 and concluding June 30. Any unused sick leave can be carried over to the next year and accumulated year to year. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.

Pay for accumulated sick leave: an employee with at least 15 years of service who retires (receives monthly annuity payments from the pension system), or an employee with at least 20 years of service who voluntarily terminates his or her service with the District for other reasons (including deferred or vested retirement) shall receive **the following amounts** for each accumulated sick day, earned while in the district, not exceeding a maximum of \$12,000: **\$60 per day effective July 1, 2007; \$65 per day effective July 1, 2008, and, \$70 per day effective July 1, 2009 .**

In order to be eligible for payment, the employee must submit an official letter of resignation or an official letter of resignation for the purpose of retirement at least 60 days prior to the effective date of retirement or termination.

Eligible employees shall have the option to either:

1. receive this payment within two pay periods following retirement or
2. spread this payment over the two (2) years following retirement upon proper notification of intent to retire. If an eligible employee dies before collecting his/her sick leave incentive, the money will be paid to his/her estate.

Further, if an employee qualifies for this plan and dies before collecting his/her sick leave incentive, the monies will be paid to his/her estate.

**Article 8  
PERSONAL AND BEREAVEMENT DAYS**

A. PERSONAL DAYS

With prior approval of the Superintendent, an employee shall be granted up to 3 days of absence to conduct personal business which cannot be handled outside of the school day such as: household emergency, legal business, commencement exercises (self or child), religious holidays, or other extremely unusual commitment. Personal days will be granted for specific reasons only, and unused days will be added to the employee's sick leave bank in the following year.

B. BEREAVEMENT DAYS

Upon proper notification to the Superintendent, each employee will be granted up to five (5) paid bereavement days due to the death of spouse, child, step-child, father, mother, step-father, step-mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren.

**Article 9  
HOLIDAYS**

A. During the time from the first teacher work day until the last teacher work day, the following unit positions shall work the teacher calendar: Community Education Director, Supervisor of Accounting, Supervisor of Food Service, Technology Coordinator and Transportation Coordinator.

B. The Supervisor of Buildings and Grounds and the Assistant Supervisor of Buildings and Grounds shall receive the holidays set forth for custodial-maintenance employees in the Board-HTEA Agreement. In addition, during the period between the first teacher work day in the year and the last teacher work day in the year, the Supervisor of Buildings and Grounds and the Assistant Supervisor of Building and Grounds will each work half of the non-work week days for teachers on a schedule determined by the Superintendent.

**Article 10  
OTHER LEAVES OF ABSENCE**

Unit employees shall be granted military leave with pay in accordance with Policy 3437.

**Article 11  
EMPLOYEE'S RIGHTS AND REMEDIES**

- A. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment previously enjoyed shall continue to be so applicable during the term of the agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.
- B. Nontenured employees shall be evaluated at least three (3) times per fiscal year commencing July 1 and concluding June 30. Tenured employees shall be evaluated at least once per year. All such evaluations shall be made in writing, followed within five (5) days by conference with the employee and an opportunity to disagree or concur with its content verbally and in writing. All such correspondence shall become a part of the employee's personnel file.
- C. All other employees shall be evaluated by their immediate supervisor in accordance with the procedure outlined above. An appropriate procedure shall be designed jointly by the Association and the Superintendent of schools.
- D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file and be permitted an opportunity to place written communications in such file in response to material placed in the file, after review by the Superintendent.
- E. Reasonable prior notice to appear before the Board or any Committee or member, including the Superintendent of Schools, concerning any matter which could adversely affect the continuation of that employee in his/her office shall be given in writing and shall include the reasons for such meeting or interview.
- F. An employee shall be entitled to the representation of the Association to advise and represent him/her at any meeting or interview with the Superintendent, Board or Committee of Board members which might adversely affect his/her employment status.
- G. Should an employee be relieved of his/her duties, the Board will pay an employee full pay until such time as a final decision is rendered adversely by the Commissioner of Education, or if the matter is not appealed to that level, until such time as there is a final termination of the matter adverse to said employee.

**Article 12  
PROFESSIONAL GROWTH**

- A. A unit employee shall be reimbursed for tuition for two (2) courses per year at the rate of three (3) undergraduate/graduate credits taken at a State or County college, State university, or County vocational school which will improve his/her performance and update his/her skills for advancement.
- B. The Superintendent must be notified prior to registration for a course in order to be certain that the course is approved for reimbursement.
- C. Funds will be reimbursed upon submission, to the Superintendent, of evidence of participation in the course, official proof of successful completion of the course with a grade of B or better, and proof of cost for tuition.

**Article 13  
SALARIES**

- A. Salaries are set forth in Appendix A.
- B. A unit employee shall be reimbursed while using his/her automobile in-district and out-of-district for school related business, at the rate per mile established by the Internal Revenue Service.
- C. A unit employee who is required by the Board to hold a Black Seal license shall be reimbursed by the Board for any fees necessary to renew such license.
- D. A unit employee who is required by the Board to hold a Certified Pool Operator license and who works 260 hours per year in that capacity shall receive a stipend of \$625 per year. This amount is not included in the base pay.
- E. The Board, at the request of an unit employee, and in accordance with State law, shall withhold and transfer an amount of salary annually or semi-annually or monthly, permitting the unit employee to participate, if he or she so desires, in a tax-deferred annuity program approved by the Board.

**Article 14  
DUES**

- A. Pursuant to N.J.S.A. 52: 14-59e, whenever any employee shall indicate in writing to the Board his desire to have deductions made from his compensation for the purpose of paying that employee's dues to the Principal Supervisors' Association (PSA), said dues shall be deducted as requested by such employee and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

**Article 15  
MISCELLANEOUS**

- A. The negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense as soon as possible.
- B. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement, the provisions herein shall be continued until the official acceptance of such contract by both parties.
- C. Nothing herein shall be changed, altered or deleted without mutual consent of the Board and the Association.

**Article 16  
DURATION OF AGREEMENT**

This Agreement shall be effective **July 1, 2007**, through **June 30, 2010**.

For the Hamilton Township  
Board of Education:

For the Hamilton Township Supervisors,  
Coordinators and Directors Association:

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

Date:

Date:

Attested by:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

**SALARIES**  
**2007-2008, 2008-2009 and 2009-2010**

<u>TITLE</u>	<u>NAME</u>	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
Supervisor of Buildings and Grounds	Morris	\$81,215	\$85,275	\$89,539
Asst. Supervisor of Buildings and Grounds	Nelson	\$56,811	\$59,651	\$62,634
Technology Coordinator Community Education	Scott	\$87,712	\$92,097	\$96,702
Director	Melder	\$49,058	\$51,511	\$54,086
Transportation Coordinator	Hyer	\$47,362	\$49,730	\$52,217
Supervisor of Accounting	Porreca	\$54,465	\$57,188	\$60,047
Supervisor of Food Service	Hemple	\$59,192	\$62,152	\$65,259

**LONGEVITY:**

5 years in the District	\$300
10 years in the District	\$400
15 years in the District	\$500