

March 5, 2003

**NOTE: in my Hamilton file is a one page addendum modifying Article XII regarding LPDC involvement. It must be added to the next contract.**

AGREEMENT BETWEEN  
THE HAMILTON TOWNSHIP  
BOARD OF EDUCATION  
AND  
THE HAMILTON TOWNSHIP  
EDUCATION ASSOCIATION  
2002 - 2005

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This Agreement is applicable as of July 1, 2002 by and between the Board of Education of Hamilton, Atlantic County, New Jersey, hereinafter called the "Board" and the Hamilton Township Education Association, hereinafter called the "Association."

ARTICLE I  
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated personnel and support personnel (employed for twenty (20) or more hours per week by the Board), whether under contract or on leave.

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association including classroom teachers, nurses, librarians, reading teachers, teachers of special subjects, speech therapists, psychologists, Crisis Counselors and other nonsupervisory certificated employees of the Board, but shall exclude the superintendent of schools, principals, the Business Administrator/Board Secretary, Supervisor of Curriculum and Instruction, Accounting Supervisor, Supervisor of Special Education and Child Study Teams, and Technology Coordinator.

Psychologists and the Crisis Counselor shall be governed by all the terms and conditions of ten month teachers with the exception that, as with nurses, guidance counselors and CST members, Article 5, F. does not apply to the these positions.

C. DEFINITION OF SUPPORT PERSONNEL

The term "support personnel" when used hereinafter in this Agreement, shall refer to secretaries, clerk/typists, aides, food service personnel, custodians, janitors, maintenance personnel, computer technicians and network specialists (employed twenty [20] or more hours per week), but excluding the secretary to the Superintendent of Schools, the secretary to the Business Administrator/Board Secretary, Accounting Supervisor, central office personnel, the Supervisor of Buildings and Grounds, Custodial Supervisor, Transportation Supervisor, Food Service Supervisor and Technology Coordinator.

D. DEFINITION OF EMPLOYEE

The term "employee" when used hereinafter shall refer to all teachers and support personnel represented by the Association in the negotiating unit as defined above. References to employees shall include both male and female employees.

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, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date established by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board of Education at a special or regular public meeting. The cost of printing copies of this Agreement is to be borne equally by both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.
- C. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, to consider proposals, and to make counter proposals in the course of negotiations.
- D. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.
- E. The Board agrees not to negotiate concerning the employees in the negotiating unit as defined in this Agreement with any organization other than the Association for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters, which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- H. Except as this agreement shall otherwise provide, all the terms and conditions of employment applicable on the effective date of this agreement, to all employees covered by this agreement, shall continue to be so applicable during the term of this agreement.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, of policies, or of administration decisions affecting terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or persons, or the Association, making said claim.

3. Party in Interest

A "party in interest" is the person or persons, or the Association, making the claim as well as any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which may arise from time to time affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of said procedure.

C. PROCEDURE

1. Time Limits

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Principal or Immediate Supervisor

- a. An employee with a grievance shall first discuss it informally with his principal or immediate supervisor. Should such informal discussion not resolve the matter, the employee or the Association may submit the grievance in writing to his principal or immediate supervisor.
- b. A grievance shall be submitted in writing to the principal or immediate supervisor within fifteen (15) school days after the occurrence upon which it

is based or within fifteen (15) school days after the grievant should have reasonably known of the occurrence, whichever shall occur first.

- c. The principal or immediate supervisor shall render a decision in writing within ten (10) school days.

3. Level Two - Superintendent

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within ten (10) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Association shall render it to the Superintendent of Schools.
- b. The Superintendent shall render a decision in writing within ten (10) school days.

4. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, the aggrieved person may file the grievance in writing with the Association within five (5) school days after the decision of Level Two or within five (5) school days after the expiration of ten (10) days after the presentation of the grievance to the Superintendent.
- b. Within five (5) schools days after receiving the written grievance, the Association shall refer it to the Board of Education. The Board or a committee thereof shall review the grievance and shall, upon the request of the Association, hold a hearing with the aggrieved and the Association and render a decision in writing within fifteen (15) school days after receipt of the grievance by the Board of Education.

5. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the Association may, within ten (10) school days after such disposition, notify the Board through the Superintendent of its intention to arbitrate the grievance. Within ten (10) school days of such written notice to the Superintendent, the Association may file a demand for arbitration with the Public Employee Relations Commission (PERC), which shall be processed under the PERC's Voluntary Labor Arbitration Rules. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall add nothing to nor subtract anything from either the Agreement between the parties or from any policy of the Board of Education. The arbitrator's decision shall be binding on both parties, but



only those items, which are contained in this Agreement, shall be subject to binding arbitration.

- b. The parties shall share the fees and expenses of the arbitrator equally. All other expenses and costs shall be borne by the party incurring same.
- c. All press statements are to be released on a joint basis after mutual agreement. Separate press statements will be permitted only after all efforts at resolving a problem or problems have failed.

## E. MISCELLANEOUS

### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two within fifteen (15) school days of the occurrence or within fifteen (15) days after the Association would reasonably have known of the occurrence, whichever shall occur first. The Association may proceed to process such a grievance through all levels of the grievance procedure.

### 2. Written Directions

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

### 3. Separate Grievance File

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

### 4. Meetings and Hearings

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

### 5. Costs

In recognition of the fact that this procedure provides opportunity for utilizing the services of individuals not parties to the procedure through the use of them in an advisory or consulting basis by either of the parties unilaterally or jointly, it is agreed that:

- a. If one party on behalf of that retains such individual party, the fees and expenses will be wholly borne by the party making such retention.
- b. If both parties retain such individuals jointly, as a mutually agreeable consultant or advisor, the Association and the Board will equally share the fees and expenses of the individual.

F. WRITTEN GRIEVANCE

All written grievances shall specify:

1. The interpretation, application or violation of this Agreement or Board policy or Administrative decision which affects a term or condition of employment, and
2. The specific section of the Agreement, Board policy or administrative decision allegedly violated, and
3. The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of employment, and
4. The date of the alleged interpretation, application or violation, and
5. The specific remedy sought.

ARTICLE IV  
EMPLOYEE RIGHTS AND PRIVILEGES

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Law or any other applicable law or regulation.

B. JUST CAUSE PROVISION

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional services without just cause.

C. CRITICISM

Any criticism of an employee by the superintendent, a supervisor, an administrator or Board member shall be made in confidence and not in the presence of students, parents, or others who are not interested parties as defined herein; similarly, employees shall not criticize the superintendent, a supervisor(s), an administrator(s)

or Board member(s) in the presence of students, parents or others who are not interested parties as defined herein.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent or his designee, or before the Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of or terms and conditions of that employee in his office, position, or employment, or the salary of any increments pertaining thereto, he shall be given prior written notice of reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him at meetings or interviews.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and support personnel and shall be granted to no other organizations.

ARTICLE V  
WORKING CONDITIONS FOR TEACHERS

A. LENGTH OF DAY

The maximum length of the teacher workday shall not exceed seven and one-quarter (7 1/4) hours for all full session teachers.

B. NUMBER OF WORKDAYS

The maximum number of required workdays for teachers shall not exceed one hundred eighty-five (185) days.

In addition, a newly employed teacher may be required to work two additional days within the first two complete years of his/her employment in the district.

C. ABBREVIATED DAYS

1. An abbreviated day for the students shall be implemented the last day of school.
2. An abbreviated day shall be implemented for students and teachers on the day preceding Thanksgiving and the last workday before Christmas provided it is either December 23 or December 24.

D. EVENING ASSIGNMENTS

Teachers will not be required to attend more than four (4) evening assignments per year. When required, regular school hours will be abbreviated (half-day).

E. DUTY-FREE LUNCH

All teachers shall receive a daily duty-free lunch period of at least thirty (30) minutes.

F. DUTY-FREE PREPARATION PERIOD

Full time classroom teachers assigned to teach in non-departmentalized grades shall receive a minimum of two hundred (200) minutes of preparation time each full five (5) day student week in segments of not less than twenty (20) minutes. In weeks of less than five (5) full student days, fewer minutes of preparation time may be provided.

Full time classroom teachers assigned to departmentalized grades shall continue to receive one preparation period each full student day.

Preparation time shall be duty free and assigned regularly. During this period, teachers are expected to engage in activities, which will: enhance instruction; aid ongoing communication within the school and between the home and school; meet professional responsibilities.

It shall not be considered a violation of this Agreement, if a teacher does not receive preparation time due to field trips, other variations in his/her students' usual day, or in the event of an emergency.

Except as required to provide preparation time, a teacher may be assigned to other duties while he/she is not required to supervise his/her students. Such other duties may include student(s) supervision, and other professional assignments.

Psychologists and Crisis Counselors are not covered by this section.

G. NON-TEACHING DUTIES

It is agreed that standardized tests used at the direction of the Hamilton Township Board of Education or the Administration shall be corrected by personnel or means other than classroom teachers.

H. ASSOCIATION PRESIDENT RELEASE TIME

Effective with the mutual ratification of the 2002-2005 Agreement, the Superintendent and the principal of the school in which the Association President is assigned will work to provide a reasonable amount of release time for the Association President.

I. CRISIS COUNSELORS IN 12 MONTH POSITIONS

Twelve month Crisis Counselors will work the week days after 10 month teachers leave in June through June 30 and all week days in July, August and early September, except July 4<sup>th</sup> and Labor Day, before teachers report for the next school year. Twelve month Crisis Counselors shall be covered by the vacation provisions of Article 6, C. 2. Twelve month Crisis Counselors shall be paid on the teacher salary guide at the appropriate step plus 20%. The Board shall determine whether the Crisis Counselor position shall be a ten or twelve month position.

ARTICLE VI  
WORKING CONDITIONS FOR SUPPORT PERSONNEL

A. WORK YEAR

1. The work year of twelve (12) month custodial, janitors, maintenance, secretarial employees and computer technicians shall be from July 1 to June 30.
2. The work year for instructional aides will be the same as the teachers.
3. Support personnel must be employed for six (6) months and one (1) day, for twelve (12) month employees, and for five (5) months and one (1) day, for ten (10) month employees, to receive credit for one (1) year of service.

B. WORK SHIFT

1. Maintenance, Custodians, Janitors and Computer Technicians:

The regular workweek shall not exceed eight (8) hour workdays, exclusive of a thirty (30) minute unpaid meal period, Monday through Friday.

Alternative workweeks may be established by the Board that can consist of up to forty (40) hours on four (4) or five (5) consecutive calendar days.

However, a full-time maintenance or custodial staff member employed prior to August 1, 1991 who, subsequent to August 1, 1991 has only been assigned to work a regular workweek, shall not be unilaterally assigned to work an alternative workweek.

2. Secretaries and Clerk/Typists:

The regular workweek shall not exceed seven (7) hour workdays, exclusive of a thirty (30) minute unpaid meal period, Monday through Friday.

3. Food Service Personnel:

The regular workday shall not exceed eight (8) hours, exclusive of a thirty (30) minute unpaid meal period, on full session student days, and on those abbreviated student days designated by the Board.

In addition, food service personnel may be required to work up to a total of ten (10) additional non-student days prior to the start of the student year, during the student year, and/or after the end of the student year.

4. Meal Periods and Work Breaks:

Support personnel who work four and a half (4 1/2) or more consecutive hours will be scheduled for a thirty (30) minute unpaid meal period.

In addition, support personnel who work seven (7) or more hours per day shall be entitled to two (2) fifteen (15) minute breaks daily.

5. Instructional Aides:

The work shift for instructional aides will be the same as the teachers. There shall be one (1) fifteen (15) minute break scheduled per day for full-time aides. Effective with the mutual ratification of the 2002-2005 Agreement, there shall be two (2) fifteen (15) minute breaks scheduled per day for full-time aides.

C. VACATION

1. Vacation eligibility shall be determined as of June 30 of each year. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor and the Superintendent.

2. Twelve (12) month employees and computer technicians, except secretaries hired after July 1, 1996, shall be eligible for vacations on the following basis:

a. An employee who begins on other than a July 1<sup>st</sup> shall be credited with one (1) day's vacation for each two (2) full months worked prior to the next July 1<sup>st</sup> up to a maximum of five (5) days.

b. Employees with more than one (1) year and up to five (5) years of service shall receive a prorated portion of ten (10) days vacation, at the rate of one (1) day for each full month of service, to maximum of ten (10) days.

Person employed on June 30, 1995 with one full year of service or more on that date shall be treated as if July 1 preceding their actual anniversary date were in fact their anniversary date, so that they will move to the higher categories of vacation allowance described below on the July 1 prior to their actual anniversary date.

All vacation shall be credited effective July 1.

- c. Employees with six (6) years of service and up to fifteen (15) years of service shall receive fifteen (15) paid vacation days per year after the anniversary of their employment. All vacation shall be credited effective July 1.
  - d. Employees with sixteen (16) or more years of service shall receive twenty (20) paid vacation days per year after the anniversary of their employment. All vacation shall be credited effective July 1.
  - e. Vacations must be taken within one year of the time earned, except that a maximum of five (5) days earned vacation may be carried over to the next year upon approval of the superintendent.
  - f. An employee cannot accumulate more than twenty-five (25) vacation days.
3. Secretaries hired after July 1, 1996 shall be eligible for vacations on the following basis:
- a. Secretaries with one (1) year of service shall receive five (5) paid vacation days per year (see above).
  - b. Secretaries with more than two (2) and up to five (5) years of service shall receive ten (10) paid vacation days per year after completing one (1) full year of service.
  - c. Secretaries with six (6) years of service and up shall receive fifteen (15) paid vacation days per year after the anniversary of their employment.
  - d. Vacations must be taken within one year of the time earned, except that a maximum of five (5) days earned vacation may be carried over to the next year upon approval of the superintendent.
  - e. An employee cannot accumulate more than twenty-five (25) vacation days.

#### D. HOLIDAY SCHEDULE

1. All twelve (12) month personnel shall receive twelve (12) paid holidays each year. The Board shall designate these holidays after the student calendar has been established. The Association shall be consulted prior to the Board's designating the holidays for the next school year. One of the twelve (12) holidays shall be the day after Thanksgiving unless school is in session.

In addition:

December 24th shall be a holiday;

If December 26th is a workday, it shall be an additional holiday;

December 31st shall be a full workday.

New Year's Eve shall be a holiday.

2. In the event any of the designated holidays fall on a day when school is in session, an alternate holiday shall be designated which may be different for different staff members.
3. All secretaries, clerical personnel and food service personnel shall receive all holidays granted to teachers during the regular school year as well as those other holidays designated here in.
4. If any secretary or clerk is required to work on any of the above holidays, compensatory time shall be granted at a later date.

#### E. UNIFORMS

1. The Board shall provide all custodians, janitors and maintenance personnel with uniforms consisting of :
  - a. Any combination of five (5) long sleeve shirts or five (5) short-sleeved polo shirts.
  - b. Five (5) tee shirts
2. The Board shall provide custodians, janitors and maintenance with "stripper" shoes to those who need them, with pads being replaced as necessary.
3. The Board shall provide maintenance personnel with winter outerwear at a \$150 maximum cost per employee. Such outerwear will be replaced as needed.
4. The personnel are responsible for providing their own pants, which shall be properly maintained.
5. The Board shall provide all food service personnel with uniforms to wear while performing their assigned duties in the district. The food service personnel shall be responsible for the cleaning of these uniforms.
6. During summer work hours, computer technicians shall be allowed to wear golf shirts.

#### F. SUMMER WORK HOURS

Secretaries and Clerks shall commence summer work hours after five (5) work days following the close of school in June until five (5) work days before school opens in September. Effective July 1, 2003, secretaries and clerks shall commence summer



work hours after five (5) work days after the close of school in June until ten (10) work days before school opens in September. Effective July 1, 2004, secretaries and clerks shall commence summer work hours after five (5) work days after the close of school in June until thirteen (13) work days before school opens in September. The summer work hours shall be no more than five (5) hours per day, exclusive of an unpaid sixty (60) minute lunch hour.

Computer technicians shall work a full eight (8) hour workday in the summer.

G. SENIORITY

1. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.
2. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district wide seniority of all employees in the district in the category (Secretarial, Clerk/Typist, Food Service Personnel, Instructional Aides, Custodial, Janitors and Maintenance). Any employee laid off shall remain on a recall roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category.
3. In the event that, within two (2) years of an employee's layoff, a vacancy occurs in the same line of work from which the employee was laid off, and covered by this Agreement, a laid off employee shall be entitled to a one (1) time recall thereto in order of seniority.

ARTICLE VII  
RECLASSIFICATION FOR SUPPORT PERSONNEL

A. REDUCTION IN RANK OR JOB CLASSIFICATION

Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the superintendent of schools or his designee the reason(s) for such reduction no later than fifteen (15) working days following such request. Requests must be made within fifteen (15) working days of the date on which the employee was formally notified.

B. RECLASSIFICATION PROCEDURE

1. A request for reclassification of a position may be initiated in writing by a support person when he/she believes that:
  - a. Significant change in the duties and responsibilities of his/her position has occurred; and
  - b. The responsibilities and duties of his/her position are identical to those of another position in the district with a higher classification.
2. The superintendent shall conduct, or cause to be conducted, a review of the duties and responsibilities of the position and on the basis of this review will either recommend a reclassification or decide not to recommend a change. In either case, he/she will advise the support personnel of his/her decision in writing. The decision of the superintendent shall be final and binding and there is no appeal from his/her decision.

ARTICLE VIII  
SALARIES

A. SALARY GUIDES - TEACHERS

The salaries of the teachers covered by this Agreement shall be as set in Schedule A attached hereto and made part hereof.

B. SALARY GUIDES - SUPPORT PERSONNEL

1. The salaries of secretaries covered by this Agreement shall be as set forth in Schedule B attached hereto and made a part hereof.
2. The salaries of maintenance personnel covered by this Agreement shall be as set forth in Schedule C attached hereto and made a part hereof.

As designated in the memorandum of agreement from June 14, 1996, two (2) maintenance personnel have been red circled for the length of the contract.

3. The salaries of custodians covered by this Agreement shall be as set forth in Schedule D attached hereto and made a part hereof.

As designated in the memorandum of agreement from June 14, 1996, one (1) custodian has been red circled for the length of this contract.

4. The salaries of food service personnel covered by this Agreement shall be as set forth in Schedule E attached hereto and made a part hereof.

The payment approach for food service workers which was in place as of June, 1999, shall be continued.

5. The salaries of instructional aides covered by this Agreement shall be as set forth in Schedule F attached hereto and made a part hereof.
6. The salaries of janitors covered by this Agreement shall be as set forth in Schedule G attached hereto and made apart hereof.
7. The salaries of computer technicians covered by this Agreement shall be as set forth in Schedule H attached hereto and made apart hereof.
8. The salaries of network specialists covered by this Agreement shall be as set forth in Schedule I attached hereto and made apart hereof.
9. The salary of the courier covered by this Agreement shall be as set forth in Schedule J attached hereto and made apart hereof.

C. USE OF AUTOMOBILES

Employees who are required to use their personal vehicles for school business shall be reimbursed at the current IRS rate per mile from their starting school or home, whichever may be closer, with prior approval from their immediate supervisor.

This provision shall not apply to teachers who provide home instruction.

D. INCREMENTS

1. Notwithstanding any provision to the contrary, a ten (10) month employee must have been actively at work and/or absent on paid leave for at least 120 workdays and a twelve (12) month employee must have been actively at work and/or absent on paid leave for at least 170 workdays in the prior school year in order to be eligible for an incremental salary step advancement for the following school year. Any employee who is not credited with the minimum number of paid days as defined above shall not advance an incremental step on the salary schedule the following year.

An employee returning to active employment from an extended leave shall not be granted service credit for any time absent on such leave. Upon return to active employment such an employee shall be placed on the salary guide at the step at which he/she would have been placed on the workday immediately following the commencement of said leave with the exception of those eligible for an incremental salary step advancement as a result of having been actively at work and/or absent on paid leave for the required number of workdays in the year in which the extended leave commenced.

2. Increments are not automatic, but will be granted upon the recommendation of the Superintendent of Schools and the approval of the Board of Education.

E. SALARY LEVELS - TEACHERS

1. Teachers who qualify for the next salary level because of receiving additional graduate credits or an additional degree, shall have their salaries adjusted at the first Board of Education meeting in September provided they have notified the Superintendent in writing prior to December of the previous school year that they intend to complete the required college or university work.
2. Teachers shall submit to the Superintendent the official college or university transcript verifying their completed graduate credits and/or attainment of the next degree before their salary will be adjusted to the next level on the salary guide.

F. NEW TEACHERS IN THE DISTRICT

New teachers employed by the Board of Education during the duration of Agreement who have public school teaching experience will be placed on the guide at the level that has been agreed upon by the teacher, the superintendent, and the Board. Adjustment on the guide will also be made in accordance with the Agreement among the same three parties.

G. LONGEVITY FOR TEACHERS

1. Each teacher shall be granted a longevity increment for every five (5) years of service beyond the sixteenth (16th) year in Hamilton Township as follows:
  - 1.5% of salary on the 16th to the 20th year
  - 2% of salary of the 21st to the 25th year
  - 3% of salary on the 26th to the 30th year
  - 5% of salary on the 31st to the 35th year
2. Service time for longevity payments shall count only time worked or time on paid leave. Unpaid leaves shall not count toward longevity credit.

Example:

First longevity payment due after completion of fifteen (15) years of service. Adjustments in salary will be made only in September.

In teacher's seventh year, was out three (3) months of unpaid leave. In tenth year, was out four (4) months of unpaid leave.

At the end of the year that would otherwise have been the fifteenth year of employment, teacher would have served fourteen (14) years, three (3) months of active employment. Teacher would not be eligible for first longevity payment because of a lack of fifteen (15) years of combined active service.

H. HOME INSTRUCTION

Teachers who have applied to do home instruction shall be paid for the number of hours prescribed by the administration at these rates per hour: 2002-2003 - \$34.90; 2003-2004 - \$36.87; and, 2004-2005 - \$38.95.

I. ADMINISTRATIVE DETENTIONS

The district shall pay any teacher monitoring an administrative detention at these rates per hour: 2002-2003 - \$21.15; 2003-2004 - \$22.34; and, 2004-2005 - \$23.61, with a minimum half hour at these rates: 2002-2003 - \$17.98, 2003-2004 - \$18.99; and, 2004-2005 - \$20.06. Teachers shall apply for these advertised positions.

J. EXTRA-CURRICULAR ACTIVITIES

Teachers providing Board approved extracurricular activities will be compensated at the following rate with principal verification and Board approval if the activity is for significantly less than an average of one (1) period per week, the stipend amount shall be pro-rated.

YEAR		AMOUNT
2002-2003	An average of one session per week	\$582
	An average of two sessions per week	\$1,163
2003-2004	An average of one session per week	\$615
	An average of two sessions per week	\$1,229
2004-2005	An average of one session per week	\$650
	An average of two sessions per week	\$1,298

K. LONGEVITY FOR SUPPORT PERSONNEL INCLUDING COMPUTER TECHNICIANS

1. Support personnel, except secretaries hired after July 1, 1996, shall receive longevity increments at the following rates based upon the successful completion of the following periods:

5 Years in the District     \$300 per year  
10 Years in the District    \$400 per year  
15 Years in the District    \$500 per year  
20 Years in the District    \$1,000 per year

2. Secretaries hired after July 1, 1996 shall receive longevity increments at the following rates based upon the successful completion of the following periods:

11 years in the District    \$400 per year  
16 years in the District    \$500 per year

L. BLACK SEAL/CERTIFIED POOL OPERATOR (CPO)

Any employee who now has and is required to have as his job description a black seal license or a CPO license will be paid \$650 per year. Effective July 1, 2003, the annual stipend for these licenses shall be \$700. Effective July 1, 2004, the annual stipend for these licenses shall be \$750.

A list of all employees who possess and hang their black seal license or CPO license shall be submitted to the Board of Education for approval prior to July 15 of each year. The stipend will be paid no later than the second pay period in August for those employees approved by the Board of Education.

It is understood that the Board of Education may require newly employed personnel to obtain a black seal license or CPO license and the Board will pay for the courses required of said employee in accordance with conditions as outlined in this Agreement.

M. OVERTIME

1. Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. This provision includes computer technicians.
2. All overtime shall be rounded to the nearest half-hour at the end of each pay period.
3. All overtime remuneration shall be at proper rate and consistent with the applicable Fair Labor Standards Act USCA 29:201 *et.seq.*
4. Overtime pay will be included in the paycheck immediately following the pay period for which the overtime was submitted.
5. Compensatory time versus overtime pay shall be determined by mutual agreement between the support staff member and his immediate supervisor.
6. Overtime pay does not include lunch.
7. The system in place as of June, 1999, for rotation of available pool license holder overtime will be maintained.
8. All overtime must be approved in advance by the immediate supervisor.
9. Call back time
  - a. Effective upon mutual ratification of the 2002-2005 Agreement, the minimum call back time shall be one hour and one-half hours paid at time and one-half.

- b. Effective July 1, 2004, the minimum call back time shall be two hours paid at time and one-half.
- c. Call backs which require employee presence the minimum times set forth in a. and b. above shall be rounded to the next 15 minutes and compensated at time and one-half.

N. INTERSCHOLASTIC SPORTS

Salaries for each interscholastic sports coach shall be as follows:

2002-2003	-	\$1,620
2003-2004	-	\$1,870
2004-2005	-	\$2,120

A season shall consist of eight (8) weeks, which will include one and one-half hours per day after school activities, three (3) days per week for practices and/or games.

If all practices, games and official duties of a coach are completed, the stipend payment will be made on the following schedule: December 15th for sports concluding before that date; March 15th for sports concluding on or after December 15th but before March 15th; and, the last pay date for teachers in June for sports concluding on or after March 15<sup>th</sup>.

O. SUMMER DUTY STIPENDS

The District shall pay any teacher carrying out curriculum development and related professional services \$21.51 for 2002-2003, \$22.94 per hour for 2003-2004, and \$24.46 per hour for 2004-2005.

The District shall pay any teacher attending workshops \$21.11 for 2002-2003, \$22.09 per hour for 2003-2004, and \$23.11 per hour for 2004-2005.

A summer school teacher implementing a required I.E.P. shall be paid at the home instruction rate.

An instructional aide working in the summer shall be paid \$10.00 per hour effective July 1, 2002; \$10.50 per hour effective July 1, 2003; and, \$11.00 per hour effective July 1, 2004.

P. GRADE LEVEL AND DEPARTMENT COORDINATORS

Teachers who are grade level or department coordinators shall receive a stipend of \$1,058 for 2002-2003, \$1,118 for 2003-2004, and \$1,181 for 2004-2005.

Q. GRADUATION COORDINATORS

Those teachers coordinating and organizing the Grade Eight Graduation Exercises shall receive a stipend of \$793 for 2002-2003, \$838 for 2003-2004, and \$885 for 2004-2005.

R. Teachers employed in positions under J. or N. above shall give written notice to the Board at least 60 days before effective resignation from the position, except in cases of retirement. The Board shall give written notice to the teacher at least 60 days before removal of the teacher from a position under J. or N. above.

S. Effective June 14, 2001, guidance counselors who are assigned to perform guidance services for the District, including student scheduling, in the period between the last teacher work day in one school year and first teacher work day in the next school year shall be compensated for each hour so assigned at the rate set in Article VIII, H.

ARTICLE IX  
EMPLOYEE ASSIGNMENTS

A. TEACHER ASSIGNMENT

1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments and building or room assignments for the forthcoming year not later than June 15th.
2. If after June 15th notice is given, changes are made in such schedules, class and/or subject assignments, building assignment, or room assignments, any teacher affected shall be notified promptly in writing.

B. SUPPORT STAFF ASSIGNMENT

1. Notification of Contract and Salary

Support personnel shall be notified of their contract and salary status for the ensuing year no later than June 1.

2. Resignation

- a. Any support personnel resigning from his position shall be required to provide the Board of Education thirty days (30) written notice and is expected to provide full and satisfactory employment during those two weeks.
- b. Earned vacation shall be paid and prorated according to the proportion of full months worked to the total contract year, unless proper notice has not been given which shall negate any obligation of the Board of Education to pay earned vacation.



C. NOTIFICATION OF VACANCIES

1. Date

The Superintendent shall mail to the Association President and building representatives, and post in all school buildings, a list of known vacancies, which shall occur during the school year.

2. Filling Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the school or schools to which he/she desires to be transferred in order of preference.

3. Seniority

If in the judgment of the superintendent two applicants are substantially equal; consideration shall be given to the person with the most time in the district, as an element in the selection process.

D. NOTICE OF INVOLUNTARY TRANSFER OR REASSIGNMENT

1. Notice of an involuntary transfer or reassignment shall be given to employees as soon, as is reasonably practicable. An explanation will be given upon written request.

ARTICLE X  
ABSENCES AND LEAVES

A. EMPLOYEE SICK LEAVE

1. Per statute, each twelve (12)-month employee shall receive twelve (12) sick days per year, each eleven (11)-month employee shall receive eleven (11) sick days per year and each ten (10)-month employee shall receive ten (10) sick days per year. Unused sick leave days shall be accumulated from year to year.
2. All employees shall be entitled to their sick leave days each year as of the first official day of the school year whether or not they report for duty on that day.

B. ACCUMULATED SICK LEAVE INCENTIVE PLAN

1. Eligibility for this plan shall be restricted to employees who either actually retire (begin receipt of receive monthly annuity payments from the pension system) after a minimum of fifteen (15) years of district service or voluntarily terminate for

other reasons (including deferred or vested retirement) after a minimum of twenty (20) years of district service.

2. To be eligible, an employee must retire or terminate employment with the district during the students' summer recess period and must also submit a notice of intention to retire or terminate employment by the prior January 15, and must submit an official letter of resignation or a letter of resignation for the purposes of retirement to the Board by the May 1 immediately preceding the effective date of retirement or termination.
3. Teachers who qualify for this plan shall receive a payment computed by multiplying the number of unused sick days accumulated in the teacher's personal illness bank by the fully certified substitute pay rate in effect at the time of his/her retirement. The maximum amount payable under this plan shall not exceed \$12,000.
4. Support personnel who qualify for this plan shall receive a payment which shall be computed by multiplying the number of unused sick days accumulated in the employee's personal illness bank as follows: secretaries thirty dollars (\$30) per day; custodians thirty dollars (\$30) per day; maintenance thirty dollars (\$30) per day; instructional aides thirty dollars (\$30) per day; food service personnel twenty dollars (\$20) per day.
5. Eligible employees shall have the option to spread this payment over the two (2) years following retirement upon proper notification prior to the above-mentioned May 1 deadline.
6. If an eligible employee dies before collecting his/her sick leave incentive, the money will be paid to his/her estate.

C. DEATH IN THE IMMEDIATE FAMILY

Upon proper notification, an employee will be granted up to five (5) school days without loss of salary due to the death of husband, wife, 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.

D. PERSONAL LEAVE

1. With the approval of the Superintendent, an employee shall be granted, for personal reasons other than personal illness, up to three (3) days of absence for the following specific reasons:
  - a. Household emergency
  - b. Legal business
  - c. Commencement exercises (self or child)
  - d. Other extremely unusual commitment
  - e. Religious holidays

2. No personal leave time during the year will be permitted for any ten (10) month employee except as provided by this Agreement.
3. A personal leave without pay for up to one year shall be granted for a tenured employee for the purpose of caring for a sick member of the employee's family. Additional leave may be granted at the discretion of the Board of Education. The Board of Education reserves to itself the right to determine the commencement and termination dates of the leave to minimize disruption to the educational program. No request will be disapproved arbitrarily, discriminatorily, or capriciously. No benefits shall accrue to teachers who are on an unpaid leave of absence.
4. Any days not utilized by an employee in any year shall be added to their sick leave bank in the following year.

E. CHILD REARING LEAVE

1. Child rearing leave, without pay, shall be granted to a tenured employee with a child less than six (6) months of age (or beyond (6) six months if the mother is continuously sick from the birth), provided application is made in writing at least forty-five (45) days prior to the beginning of such leave. Such leave shall not exceed a period of twelve (12) consecutive months. A request for leave shall include a specified return to work date.
2. Providing the employee submits a doctor's certificate that such member is physically able to perform the required duties of his/her employment, child rearing leave shall commence on the date requested by said employee.
  - a. A tenured employee, who takes a leave, may return to work either on September 1<sup>st</sup> or the first day of the second half of the year commensurate with the second semester.
  - b. Personnel returning from child-rearing leave shall be placed on the latest salary Guide with employees of equal training and experience. No experience credit will be granted for the period of leave.
  - c. The year of absence will not be credited toward a salary increment, longevity, gaining tenure, etc. Any benefits extended as a result of service to the district will not reflect the year of child rearing leave, as per already stated in Article VIII, paragraph D.1.
  - d. If insurance or other like benefits are to be continued during the absence, the Employee on child rearing leave will be expected to pay individually upon expiration of the grace period and/or Family Leave Act, if such procedures are allowable by the carrier.

F. ADOPTION LEAVE

Any tenured employee adopting an infant child up to two years of age shall receive a similar leave, as outlined in paragraph E., which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements of adoption.

G. SICK LEAVE UTILIZATION

Nothing herein is intended to preclude bona fide leave utilization in accordance with N.J.S.A. 18A:30-1, *et seq.* or after birth of a child, nor shall such employee be precluded from returning to work because of such illness.

H. SUBSTITUTE PRIVILEGE

No employee on child rearing leave or adoption leave shall be denied, on the basis of said leave, the opportunity to substitute in the Hamilton Township School District in the area of his/her certification in accordance with the substitute practice of the Board.

I. JURY DUTY

The Board will ensure all employees against loss of pay occasioned by a call to jury duty.

Employees called for jury duty shall report same to the appropriate administrator or supervisor. They will receive full pay, if they endorse the check the amount shown on their record of jury payment (less travel allowance).

While on jury duty, employees are required to report daily their schedule for the following day. On those days, when the jury panel is not required to report to jury duty, the employee shall report directly to work at the usual place and time.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

ARTICLE XI  
HEALTH BENEFITS INSURANCE

A. MEDICAL

All full-time employees will be afforded the opportunity to enroll in the New Jersey State Health Benefits Program. Benefits include Blue Cross/Blue Shield, Rider J., and Major Medical Coverage. The Board will pay all premium charges for the type of coverage selected. New employees will be enrolled in accordance with rules established by the program. Employees returning from a leave of absence must re-enroll in accordance with rules established by the program.

Effective July 1, 1996, employees who elect to remain in the New Jersey State Health Benefit Plan traditional plan shall contribute fifteen percent (15%) of the premium applicable to dependent coverage. There shall be no premium cost for PPO and HMO plans and employee only coverage in the New Jersey State Health Benefit Plan traditional plan.

B. PRESCRIPTION

The Board shall pay 100% of premium costs for employees and their dependents for a prescription drug program. Effective July 1, 1999, the program shall be a seven dollar and fifty cents (\$7.50) co-pay for generic prescription drugs, a fifteen dollar (\$15) co-pay for name brand prescription drugs, and a zero dollar (\$0) co-pay for mail order prescriptions. Effective with the mutual ratification of the 2002-2005 Agreement, the prescription co-pay shall be \$15 for brand name prescription drugs, \$7.50 for generic prescription drugs, with a mail order co-pay of either \$15 or \$7.50, as relevant. Effective January 1, 2003, there shall also be an annual deductible of \$50 per covered employee paid by the employee to the pharmacy or to the mail order provider. This shall be an aggregate annual deductible no matter how many covered person's are under the employee's plan. Effective January 1, 003, there shall be a \$2,000 unit-wide pool to proportionally reimburse employees whose mail order co-pays exceed \$600 in any calendar year. Proof of mail order co-payments will be submitted by January 15th, 2004 and annually thereafter by January 15th and monies will be proportionally distributed to all qualified employees by the following March 1<sup>st</sup>. The program carrier shall be selected by mutual agreement between the Board of Education and the Association.

C. DENTAL

The Board shall provide a dental insurance program for all employees and their dependents and the Board shall pay 100% of the premium cost of the program. The programs shall be selected by mutual agreement between the Board of Education and the Association and benefits shall be equal to the existing program.

D. VISION

The Board shall pay 100% of the premium costs for employees and their dependents for a vision care program. The program carrier shall be selected by mutual agreement between the Board and the Association.

E. ELIGIBILITY

1. That those persons hereafter hired on or after July 1, 1996 by the Board will be eligible for health insurance benefits, at Board expense, only if they work at least thirty and one-half (30.5) hours per week. Effective July 1, 2003, the weekly working hours required to be eligible for Board-paid insurances shall be 30 or more hours per week.

2. Employees who volunteer for and receive a work schedule less than full time, must be employed at a minimum of 30.5 (thirty and one-half hours) per week to receive Board paid health benefits. Effective July 1, 2003, the weekly working hours required to be eligible for Board-paid insurances shall be 30 or more hours per week. Employees who were on staff before July 1, 1996 and who are reduced involuntarily, their standard remains 20 (twenty) hours per week to receive board paid health benefits.

F. VOLUNTARY INCENTIVE WAIVER PLAN

A voluntary incentive waiver plan for prescription, dental, and vision insurances will be available to employees under the guidelines contained in Attachment A. This agreement will expire on June 30, 2005 unless extended by the parties in writing before that date.”

ARTICLE XII  
PROFESSIONAL DEVELOPMENT

A. IN-SERVICE

If the Board provides in-service professional improvement programs, they shall be conducted during the in-school workday, if possible.

B. TEACHER EDUCATIONAL IMPROVEMENT

1. Reimbursement

Reimbursement for tuition of no more than \$1,800 per year for graduate courses shall be provided for each teacher upon request, upon approval by the Superintendent of Schools, and upon submission of official transcripts from the college indicating that the employee has received a grade of B or greater.

2. Superintendent's Approval of Courses

The Superintendent of Schools must be notified prior to registration for a graduate course to ensure that the course is approved for reimbursement. The Superintendent's denial of a course for tuition reimbursement purposes shall not be for arbitrary or capricious reasons.

3. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, upon submission of official proof of successful completion of the graduate course (with a grade of B or better) and upon submission of costs for tuition.

### C. SUPPORT PERSONNEL EDUCATIONAL IMPROVEMENT

1. Support personnel shall be reimbursed for tuition of two (2) courses per year (three (3) undergraduate credits per course) at a state or county college, or state university, or county vocational school, which will improve their performance and update their skills for advancement.

2. Superintendent's Approval of Courses

The Superintendent must be notified prior to registration for a course to ensure that the course is approved for reimbursement. The Superintendent's denial of a course for tuition reimbursement purposes shall not be for arbitrary or capricious reasons.

3. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of schools evidence of participation, upon submission of official proof of successful completion of the course (with a grade of B or better), and upon submission of costs for tuition.

### D. REIMBURSEMENT PROCEDURE

1. Effective July 1, 1999, there shall be a unit-wide Board maximum cap covering reimbursements under B. and C. above. The annual cap shall be \$70,000. This cap is in addition to the tuition reimbursement limit under B. 1. and the credits limit under C.1.
2. The Board shall make all tuition reimbursement payments before the end of the July following when the course was successfully completed under the terms of B.3. and C.3. above as long as the grade is submitted to the District by June 15.
3. If all tuition reimbursement claims under B. and C. above exceed the cap set forth in D.1. above, all claims shall be pro-rated. For example, if the cap set forth can cover 95% of all claims, all individual claims will be reimbursed at 95% of the claimed amount.

### E. CONTINUING EDUCATION – 100 HOURS

1. Within the context of the State's regulations, the Board of Education will make every reasonable effort to maximize the number of hours of District work day in-service programs which will be applicable to a teacher's five-year requirement.
2. The Board agrees to pay for in-service programs held outside the teacher workday or teacher work year, which the Board requires a teacher to take at the rate set forth in Article 8, O. Continuing education obligations of a teacher created by N.J.A.C. 6:11-13.1 *et seq.* carried out outside of the teacher workday

or teacher work year, unless within the terms of Article 12, B.1, are not compensable under the contract, except under Article 12, B.

3. Any teacher who is selected by the Administration to provide in-District training experiences for District staff members shall receive \$26 (twenty-six dollars) per hour. Each trainer will be credited with one-half hour of preparation for each hour of presentation, which will be paid at the same hourly rate.
4. Professional Improvement Plans will contain a specific section which details the progress of the teacher toward completing his/her hours requirement under N.J.A.C. 6:11-13.1 *et seq.*

### ARTICLE XIII PAYROLL PROCEDURE

#### A. SUMMER PAYMENT PLAN AND CREDIT UNION

The Board agrees to allow each employee to have a constant dollar amount deducted from each of his/her regular paychecks for deposit by the district to the employee's individual account at the ABCO Credit Union. Deductions shall commence with the first paycheck in September and shall continue through the last paycheck in the following August. An employee may elect the amount to be deducted from each paycheck on a form to be provided by the Board. Said form must be submitted to the Business Administrator/Board Secretary at least two (2) weeks prior to the first paycheck in September. The employee shall pay any cost incurred in opening and/or maintaining an individual account at the credit union. This credit union provision may be used for a "summer payment plan" and the Board shall not be required to maintain any other form of a "summer payment plan."

#### B. DUES DEDUCTIONS FROM SALARY

1. The Board will provide payroll deductions from the compensation of school employees for employee organization in accordance with Chapter 233, Public Laws of 1969 (N.J.S.52:14-15,9e).

#### C. BIWEEKLY PAY

1. The Board agrees to pay all its employees on a biweekly basis.
2. When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous working day. If the check is not picked up by the time designated by the Business Administrator/Board Secretary, it will be mailed.



D. TAX SHELTERED ANNUITIES

Employees shall have the opportunity to participate by payroll deductions in one or more tax sheltered annuities. The Board will offer up to five tax sheltered annuity options. In order for an option to be available, at least five employees must enroll in it.

F. DIRECT DEPOSIT

Each employee shall have the right to designate one institution for payroll deposit.

ARTICLE XIV  
REPRESENTATION FEE

A. NOTIFICATION

Prior to the beginning of the year, the Association will notify the Board in writing of the amount of the regular membership dues. In addition, the Association will submit to the Board a list of those employees in the unit who are non-members. The Board will deduct 85% (eighty-five percent) of the full amount of the representation fee from the salaries of such employees.

B. DEDUCTION

The Board will deduct the representation fee in equal installments (as nearly as possible), from the paychecks of the employees on the aforesaid list during the remainder of the membership year. The transmission of such fees, as nearly as possible, shall be the same as the transmission of regular membership dues.

C. LIABILITY

The Association agrees to indemnify and hold the Board harmless against any liability (except willful misconduct) which may arise by reason of any action taken by Board in complying with this Article.

ARTICLE XV  
MANAGEMENT RIGHTS

A. The Board of Education hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive and administrative control of the Board and its properties and facilities and the activities of its employees by utilizing personnel, methods and

means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed at any particular time, and to be in sole charge of the quality and quantity of the work required.
  3. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the district after advance notice thereof to the employees who will be required to comply therewith.
  4. To hire, promote, transfer, assign and retain employees in positions within the district.
  5. To suspend, demote, discharge or take other disciplinary action against any employee.
  6. To lay-off employees in the event of the lack of work or funds, or under conditions where continuation of such work would be inefficient.
  7. To make such changes in all other conditions of employment not specifically delineated in this agreement as it deems desirable and necessary for the efficient and effective operation of the district.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the implementation thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific terms of this Agreement, and such applicable laws of the State of New Jersey and of the United States.

ARTICLE XVI  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2002 and shall continue until June 30, 2005 subject to the Association's right to begin negotiating over a successor Agreement in accordance with Article II of this Agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.

- B. In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

For the Hamilton Township  
Board of Education:

For the Hamilton Township  
Education Association:

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

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

Date:

Date:

Attested by:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

ATTACHMENT A  
INCENTIVE PLAN CONCEPTS (ARTICLE XI, F.)

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 11, B. and/or C. and/or D.

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment level and who waive all coverage for any of the three types of insurance for a full year shall receive 30% of the premium cost of the waived insurance(s).

5. May an employee waive only one type of insurance and not others?

Yes.

6. May an employee who has no other dental, prescription or vision coverage waive any or all of those coverages?

Yes

7. If an employee waives coverage, may he/she re-enroll?

Yes, but only at the open enrollment periods, subject to carrier rules.

8. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next enrollment date?

Yes.

9. When do employees receive their incentive payment?

The payment shall be made in the July of the year following the waiver. Because of IRS withholding and other laws, some deductions must be made at that time.

10. How does an employee sign up for this Plan?

Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.

11. What if the incentive plan begins later than July 1 in the first year of operation?

In the first year, if the waiver covers less than 12 months, the incentive payment shall be paid proportionately.

12. How long will this plan exist?

For the duration of this contract. Specific contract language will be drafted to make the clause self-expiring at the conclusion of this contract unless both parties agree to continue the plan.

13. Are there any other matters which the parties must attend to with respect to this issue?

Yes. In order, to protect all employees from Federal and State taxation of existing benefits this plan is in effect, the District will set up a Section 125 account.

SCHEDULE A-1  
SALARY GUIDE FOR TEACHERS  
2002-2003

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33940	34619	35311	36018	36738	37473
2	34140	34823	35519	36230	36954	37693
3	34551	35242	35947	36665	37399	38147
4	34961	35660	36374	37101	37843	38600
5	35474	36184	36908	37646	38399	39167
6	35988	36707	37442	38190	38954	39733
7	36501	37231	37975	38735	39510	40300
8	37014	37754	38509	39280	40065	40866
9	38355	39122	39904	40702	41516	42346
10	40431	41240	42064	42906	43764	44639
11	42618	43471	44340	45227	46131	47054
12	45158	46061	46982	47922	48880	49858
13	47812	48768	49743	50738	51753	52788
14	54355	55421	56530	57660	58814	59990
15	60857	62075	63316	64582	65874	67192

SCHEDULE A-2  
SALARY GUIDE FOR TEACHERS  
2003-2004

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	35132	35870	36623	37392	38177	38979
2	35332	36074	36831	37605	38395	39201
3	35532	36278	37040	37818	38612	39423
4	35954	36709	37480	38267	39071	39891
5	36482	37248	38030	38829	39644	40477
6	37010	37787	38580	39391	40218	41062
7	37537	38326	39131	39952	40791	41648
8	38065	38865	39681	40514	41365	42234
9	39444	40272	41118	41981	42863	43763
10	41579	42542	43344	44254	45183	46132
11	43829	44749	45689	46648	47628	48628
12	46237	47300	48293	49307	50343	51400
13	49057	50087	51139	52213	53309	54429
14	55765	56936	58131	59352	60599	61871
15	62473	63785	65124	66492	67888	69314

SCHEDULE A-3  
SALARY GUIDE FOR TEACHERS  
2004-2005

2003-2004 STEP	2004-2005 STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
***/1	1	36441	37206	37987	38785	39599	40431
2	2	36641	37410	38196	38998	39817	40653
3	3	37076	37854	38649	39461	40290	41136
4	4	37260	38410	39217	40040	40881	41740
5	5	38164	38966	39784	40620	41473	42344
6/7	6	39253	40077	40919	41778	42655	43551
8	7	40674	41529	41404	43291	44200	45128
9	8	42876	43777	44696	45635	46593	47572
10	9	45196	46145	47114	48104	49114	50145
11	10	47772	48776	49800	50846	51914	53004
12	11	51587	52671	53777	54906	56059	57236
13	12	57505	58712	59945	61204	62489	63802
14/15	13	64422	65775	67156	68566	70006	71476

SCHEDULE B-1  
SALARY GUIDE FOR SECRETARIES  
2002-2003

STEP	CLERKS	SECRETARIES	ADMIN. SECY.
1	18968	19868	20861
2	19173	20073	21077
3	19379	20279	21293
4	19584	20484	21508
5	19789	20689	21723
6	19999	20899	21944
7	20209	21109	22164
8	20418	21318	22384
9	20629	21529	22605
10	22648	23548	24725
11	24760	25660	26943
12	32120	33020	34671

SCHEDULE B-2  
SALARY GUIDE FOR SECRETARIES  
2003-2004

STEP	CLERKS	SECRETARIES	ADMIN. SECY.
1	19532	20432	21454
2	19743	20643	21675
3	19965	20855	21898
4	20166	21066	22119
5	20377	21277	22340
6	20593	21493	22567
7	20808	21708	22794
8	21023	21923	23020
9	21240	22140	23247
10	23317	24217	25428
11	25489	26389	27708
12	33058	33958	35656



SCHEDULE B-3  
SALARY GUIDE FOR SECRETARIES  
2004-2005

STEP	CLERKS	SECRETARIES	ADMIN. SECY.
1	20072	20972	22020
2	20288	21188	22247
3	20506	21405	22476
4	20722	21622	22703
5	20938	21838	22903
6	21160	22060	23163
7	21382	22282	23396
8	21602	22502	23627
9	21825	22725	23861
10	23956	24856	26099
11	26185	27085	28440
12	33954	34854	36597

SCHEDULES C-1, C-2 and C-3  
SALARY GUIDE FOR MAINTENANCE  
2002-2003, 2003-2004 and 2004-2005

STEP	2002-2003	2003-2004	2004-2005
1	31587	32485	33342
2	32101	33012	33884
3	32614	33540	34426
4	33127	34068	34967
5	33640	34596	35509
6	34153	35123	36051
7	34667	35651	36592
8	35180	36179	37134
9	35693	36707	37676
10	36206	37235	38218
OFFGUIDE	41291	42464	43585

SCHEDULES D-1, D-2 and D-3  
SALARY GUIDE FOR CUSTODIANS  
2002-2003, 2003-2004 and 2004-2005

STEP	2002-2003	2003-2004	2004-2005
1	23787	24462	25108
2	24300	24990	25650
3	24813	25518	26192
4	25236	26046	26733
5	25840	26573	27275
6	26353	27101	27817
7	26866	27629	28358
8	27379	28157	28900
9	28021	28817	29577
10	29708	30552	31358
OFFGUIDE	37556	38623	39642

SCHEDULES E-1, E-2 and E-3  
SALARY GUIDE FOR FOOD SERVICE PERSONNEL  
2002-2003, 2003-2004 and 2004-2005

STEP	2002-2003	2003-2004	2004-2005
1	12.40	12.83	13.52
2	12.60	13.03	13.72
3	12.86	13.23	13.92
4	13.37	13.75	14.12
5	13.89	14.28	14.66
6	14.40	14.81	15.20
7	14.91	15.34	15.74

STIPENDS

Head Cook - \$4.00 per hour extra  
 Lead Cook - \$2.00 per hour extra  
**Assistant Head Cook - \$1.50 per hour extra**

**When a cafeteria employee substitutes for the head cook at Hess or the lead cook at either Shaner and Davies, she/he shall be paid a \$1.00 per hour stipend for each hour worked in that position.**

SCHEDULES F1, F-2 and F-3  
SALARY GUIDE FOR INSTRUCTIONAL AIDES  
2002-2003, 2003-2004 and 2004-2005

STEP	2002-2003	2003-2004	2004-2005
1	11688	13290	14131
2	11888	13490	14331
3	13312	13690	14531
4	13956	14352	14731
5	14201	14605	14990
6	15040	15467	15875
7	15482	15922	16342
8	16109	16567	17004
9	16726	17201	17655

SCHEDULES G1, G-2 and G-3  
SALARY AMOUNTS FOR JANITORS  
2002-2003, 2003-2004 and 2004-2005

AMOUNT IN 2001- 2002	2002-2003	2003-2004	2004-2005	SCHEDULE D-3 STEP IN 2004-2005
18005	20914	23823	26733	4
18505	21428	24351	27275	5
20185	22909	25633	28358	7

The parties have agreed on the above salaries. Janitors move horizontally.

If there is a custodial vacancy between the date of mutual ratification of the 2002-2005 Agreement and June 30, 2004, the most senior janitor who applies for the vacancy shall be appointed. If there is a janitor vacancy, the Board may appoint a janitor to the position. A new janitor hired between the date of mutual ratification of the 2002-2005 Agreement and June 30, 2004, shall be placed at the lowest salary of an existing janitor for that year (2002-2003 or 2003-2004). On July 1, 2004, all janitors shall be placed on the custodial guide as shown above and the Board shall abolish the position of janitor.

SCHEDULES H-1, H-2 and H-3  
SALARY GUIDE FOR COMPUTER TECHNICIANS  
2002-2003, 2003-2004 and 2004-2005

2001-2002 SALARY	2002-2003 STEP	2002-2003 SALARY	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY
					1	29999
			1	29015	2	30611
26500	1	28024	2	29607	3	31235
	2	28514	3	30125	4	31782
27428	3	29005	4	30644	5	32329
					6	32976
					7	33635

In order to trace an employee's salary each year, read horizontally.

SCHEDULES I-1, I-2 and I-3  
SALARY GUIDE FOR NETWORK SPECIALISTS  
2002-2003, 2003-2004 and 2004-2005

2001-2002 EMPLOYEE	2002-2003 STEP	2002-2003 SALARY	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY
					1	44061
			1	42616	2	44960
	1	41160	2	43486	3	45877
PORETTO	2	42000	3	44373	4	46814
					5	47750
					6	48705
					7	49679

In order to trace an employee's salary each year, read horizontally.



SCHEDULES J-1, J-2 and J-3  
SALARY GUIDE FOR COURIER  
2002-2003, 2003-2004 and 2004-2005

2001-2002 SALARY	2002-2003 STEP	2002-2003 SALARY	2003-2004 STEP	2003-2004 SALARY	2004-2005 STEP	2004-2005 SALARY
					1	19333
			1	18751	2	19728
	1	17640	2	19134	3	20130
15898	2	18000	3	19524	4	20541
					5	20952
					6	21371
					7	21798

In order to trace an employee's salary each year, read horizontally.