

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**TOWNSHIP OF UNION**

**and the**

**UNION TOWNSHIP**

**EDUCATION ASSOCIATION**

**For the period**

**SEPTEMBER 1, 2008**

**through**

**AUGUST 31, 2011**

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## **PREAMBLE**

Agreement entered into June 17, 2008 by and between the Union Township Board of Education, hereinafter called the "Board," and the Union Township Education Association, hereinafter called the "Association."

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following personnel under contract or on official Board approved leave including: teachers, nurses, secretaries, clerks, classroom assistants, bookkeepers, and all security monitors who are under the supervision of the Superintendent but excluding: Supervisory Personnel, Superintendent, Deputy Superintendent, Assistant Superintendent, School Business Administrator, Assistant School Business Administrator, Principals, Vice Principals, Directors, Assistant Directors, Supervisors, Secretary to the Superintendent, Secretary to the Deputy and Assistant Superintendents, Secretary to the Board Secretary, Secretary to the School Business Administrator, the Head Payroll Clerk, Assistant Payroll Clerk, Consulting Personnel, temporary hourly personnel, substitutes for all bargaining unit membership.
- 1.02 The phrase "written contract" means a contract approved by the Board of Education on the form annexed in the exhibits. No other form of writing or employment may be deemed to be a written contract.
- 1.02.1 Unless otherwise specifically indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all persons in the unit represented by the Association as defined in this Article 1 - (Recognition), paragraph 1.01.
- 1.02.2 Specific Articles or parts of Articles in this Agreement exclude "teachers", "secretaries", "clerks", "classroom assistants" and "security monitors" as stated in said articles.
- 1.02.3 The term "teacher", in Article 1.01 above shall include ROTC Instructor.

## **ARTICLE 2 - NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- 2.01 The Board and the Association agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws 1974, as supplemented and amended, in a good faith effort to reach an agreement on terms and conditions of employment for employees in the unit as described in Article 1 - (Recognition), paragraph 1.01. Such negotiations shall begin in accordance with the time specifications of the Public Employment Relations Commission. (P.E.R.C.)
- 2.02.1 The language of 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.

- 2.02.2 In the event that the State Health Benefits Program eliminates reimbursement for prescription coverage through the major medical coverage during the term of this Agreement, the Board and Association shall enter into negotiations concerning replacement equal to that available under the prior State Health benefits, by a separate policy.
- 2.03 The Board and Association agree that notwithstanding any change in law, neither party will seek to renegotiate the terms of this Agreement or any additional terms that may become negotiable as a result of a change in law at any time during the term of this Agreement except that in the event that any law changes the subject matters of negotiability, the parties agree that such matters may be discussed for a Successor Agreement.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

- 3.01 A "grievance" is a claim by an employee or a group of employees in the unit or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. It is understood that the following shall not be within the definition of grievance:
  - 3.01.1 Any failure of the Board to act where it is without authority to act.
  - 3.01.2 Any matter involving the failure of the Board to reappoint reemploy, or rehire an employee including the question of placing an employee on tenure.
  - 3.01.3 Any matter where the Board is required by law to act unless its action is discriminatory or violates the terms of this Agreement.
  - 3.01.4 The assignment or transfer of any employee.
  - 3.01.5 Any matter in this Agreement, schedules annexed to it, or any supplements or modifications to it, where the parties agree that the Board has discretion to act.
- 3.02 The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and privileged as may be appropriate at any level of the procedure.
  - 3.02.1 All meetings and hearings under this procedure shall not be conducted in public and shall only include such parties in interest and their designated or selected representatives.
- 3.03 A "grievant" is the Association or an employee making the claim.
  - 3.03.1 When the grievant is employed in the Central Business Office, the School Business Administrator or his/her designee will replace the Superintendent or

- his/her designee for the purposes of this procedure.
- 3.03.2 The grievant will carry out all duties, assignments and directives of the Board and the Superintendent while any grievance is being processed.
- 3.03.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by written agreement of the parties.
- 3.04 All grievances shall be initiated within fifteen (15) school days of the date of the occurrence of the action or decision on which the complaint is based. All grievances shall be initiated, in writing, at the level where the action or decision on which the complaint is based was made.
- 3.04.1 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 or School Business Administrator directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all applicable levels of this procedure even though the grievant does not wish to do so.
- 3.04.2 The written grievance shall include a statement of the grievance and the remedy sought.
- 3.04.3 All grievance decisions shall be in writing setting forth the determination and the reasons therefore. Such decisions shall be transmitted to all parties in interest.

#### GRIEVANCE LEVEL ONE-PRINCIPAL/SUPERVISOR

- 3.05 If the grievance concerns an action or decision of the Principal and/or immediate Supervisor, the grievant or the Association shall submit the grievance in writing, and shall discuss it, either directly or through the Association's designated representative, with the Principal or immediate Supervisor. The Principal or immediate Supervisor shall have seven (7) school days after receipt of the written grievance to render a written decision.

#### LEVEL TWO - SUPERINTENDENT

- 3.06 If the grievance concerns an action or decision of the Superintendent or School Business Administrator or if no satisfactory decision or no decision was rendered at Level One or if the grievance affects a group or class of employees, the grievant or the Association shall submit the grievance, in writing, and discuss it with the Superintendent. Grievances that are appealed from Level One shall be submitted at Level Two within five (5) school days after receipt of the decision at Level One or twelve (12) school days after the grievance was submitted at Level One, whichever is sooner. The Superintendent shall have seven (7) school days after receipt of the written grievance to render a written decision.

### LEVEL THREE - BOARD

- 3.07 If the grievance concerns an action or decision of the Board or if no satisfactory decision or no decision was rendered at Level Two, the grievant or the Association shall submit the grievance, in writing, and discuss it with the Board. Grievances that are appealed from Level Two shall be submitted at Level Three within five (5) school days after receipt of the decision at Level Two or twelve (12) school days after the grievance was submitted at Level Two, whichever is sooner. The Board shall have twenty-one (21) school days after receipt of the written grievance to render a written decision.

### LEVEL FOUR – ARBITRATION

- 3.08 If no satisfactory decision or no decision was rendered at Level Three and if the grievance is based upon the interpretation, application, or violation of the language of this Agreement, the Association may submit the grievance to arbitration by sending a “Request for Submission of a Panel of Arbitrators” to the Public Employment Relations Commission and the Board. Such request shall be sent within ten (10) school days after receipt of the decision at Level Three or thirty-one (31) school days after the grievance was submitted at Level Three, whichever is sooner.
- 3.08.1 The Arbitrator shall have thirty (30) calendar days from the close of the hearing to render a decision. The decision of the Arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
- 3.08.2 Each party shall bear its own cost of arbitration. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties.

### RIGHTS OF THE GRIEVANT, THE ASSOCIATION AND THE BOARD

- 3.09 Any grievant may be represented during all levels of this procedure either in person and/or by an Association representative or any member of the unit while participating in the processing of any grievance.
- 3.09.1 No reprisals of any kind shall be taken by the Board or any of its agents against any party in interest, any Association representative or any member of the unit for participating in the processing of any grievance.
- 3.09.2 No reprisals of any kind shall be taken by any member of the unit, the Association or its agent, agents or representatives against any Supervisor, Administrator, Board member or its authorized representatives for participating in the processing of any grievance.

- 3.09.3 All items agreed to between the Board and the Association, under the conditions of this Agreement shall be binding upon both parties and shall be subject to the grievance procedure in accordance with the definition of a "grievance."

#### **ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- 4.01 In the administration of all matters not specifically covered by the Agreement, employees are governed by the provisions of any existing or future laws and regulations inducing policies set forth in the Board Policy manual and other Board Administrative regulations, which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 303 as supplemented and amended.
- 4.02 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey law or other applicable laws and regulations, nor shall anything herein be construed to deny to the Board such rights as it may have under New Jersey School Law or any other applicable laws and regulations. The rights granted to employees covered under the terms of this Agreement shall be deemed to be in addition to those provided elsewhere by law.
- 4.03 An employee shall have the right, upon reasonable request, to review the contents of his/her personnel file once during each school year. However, if the employee has a grievance or other proceeding of any type pending, the employee shall have the right to review his/her file more than once annually. An employee shall be entitled to have a representative of the Association present during such review. Any time an employee reviews or examines his or her own personnel file, the Board shall have the right to have a representative present. Not more than once every year, an employee shall have the right to indicate those documents and/or materials in the file regarded by the employee as obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are deemed obsolete or otherwise inappropriate to retain, they shall be destroyed. Initial copies of those items included in the file requested by the employee shall be at the expense of the Board. The cost of additional copies shall be paid by the party requesting the copies.
- 4.03.1 Although the Board agrees to make reasonable efforts to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- 4.03.2 The Association agrees that consistent with the law, the Board may make or authorize such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this Agreement.
- 4.04 No employee shall be discharged, disciplined, reprimanded or reduced in compensation without just cause. This provision shall not be applicable for the

non-renewal of non-tenured secretarial/clerical employees and non-tenured teachers.

- 4.05 The teacher shall maintain the exclusive right and responsibility to determine marks within the marking policy of the Board based upon a professional judgment of all available criteria pertinent to a given subject area or activity for which the teacher is responsible. Marks converted to the symbolic language of Board policy, i.e., 4, 3, 2, 1, F and communicated to parents and students may not be reconverted, altered or otherwise changed in the process of averaging or other clerical operation by any party to this Agreement. Further, a teacher is responsible for proper student evaluation and must have sufficient evidence to warrant the marks given. Supportive data and information for all marks must be available to the Administration upon reasonable request. All marking books of each teacher shall be turned into the Administration at the end of the school year, or at such times as may be reasonably requested. Delivery of such books to the building Principal shall be sufficient.
- 4.06 No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the copy to be filed has been read by signing it 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 material within twenty (20) school days after receipt of such material and any such answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- 4.07 Any reduction in force of tenured secretaries or educational clerks, other than by resignation, retirement, or other voluntary termination shall be on a seniority basis within each classification of secretarial or clerical employment as shown on the Salary Schedules for clerks and secretaries that are a part of this Agreement. The most senior person in each classification shall have seniority in such classification so long as seniority rights are exercised within five (5) days of notice of the reduction in force and the person exercising seniority rights is capable of performing the position remaining. The Board shall have discretion in the determination of the ability of the person exercising seniority rights to perform the duties of the position. Any denial of seniority rights may be the subject of a grievance.
- 4.07.1 Non-tenured educational clerks and secretaries shall not have seniority rights.
- 4.07.2 The seniority of a tenured secretary or clerk will be considered broken, all rights forfeited, and there will be no obligation to rehire for any one of the following reasons:
1. If the person voluntarily quits or resigns.
  2. If the person is properly discharged.
  3. If the person does not work for the Board for a period of eighteen (18) months for any reason other than injury or illness.

- 4.07.3 In increasing working forces applicable to secretarial or clerical employees according to seniority, a laid off person will be notified in writing by the Board by certified letter or telegram at his/her last known address, and will be given ten (10) working days in which to return to work. The first working day following the forwarding of the notification shall be considered the first day of such ten (10) working day period. Upon notification by the Board, the person not returning to work within the time limit provided herein shall lose his/her seniority rights.
- 4.07.4 If any employee is alleged to have been improperly laid off, the remedy, if any, may include reinstatement with or without back pay, or with partial back pay or may consist of pay or partial pay without reinstatement or any other redress appropriate to the circumstances.
- 4.08 Any reduction in force of classroom assistants with three (3) years of service or more, other than by resignation, retirement, or other voluntary termination shall be on a seniority basis. The most senior person shall have seniority so long as those rights are exercised within five (5) working days of notice of the reduction in force and the person exercising seniority rights is capable of performing the duties of the position remaining. The Board shall have discretion in the determination of the ability of the person exercising seniority rights to perform the duties of the position. Any denial of seniority rights may be the subject of a grievance. Classroom assistants with less than three (3) years of service shall not have seniority rights.
- 4.08.1 The seniority of a classroom assistant will be considered broken, all rights forfeited, and there will be no obligation to rehire for any one of the following reasons:
1. If the person voluntarily quits or resigns.
  2. If the person is properly discharged.
- 4.08.2 In increasing working forces applicable to classroom assistants according to seniority, a laid off person will be notified in writing by the Board at his/her last known address, and will be given seventy-two (72) hours from the date of service to the last known address in which to return to work. Upon notification by the Board, the person not returning to work within the time limit provided herein shall be moved to the bottom of the seniority list.

## **ARTICLE 5 - BOARD AND ASSOCIATION RIGHTS**

- 5.01 The Association shall have access to the same public documents of the Board as are usually available to the public at reasonable request, at the expense of the Association. However, three (3) copies of the minutes of all public meetings where the Board takes official action shall be given to the Association after they are adopted, without charge. The Board will make available to the Association, a list of all personnel employed by the Board that are part of the unit as described in paragraph 1.01 of Article 1.

- 5.02 All reasonable efforts shall be made to handle negotiations, proceedings, grievances, and related conferences involving employees in the unit and the Board outside of school working hours, but when necessary to do these matters during school hours no such involved employee shall suffer any loss of pay for the time involved.
- 5.03 The Association shall have in each school building exclusive use of a bulletin board of reasonable size in each faculty lounge and employee dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal prior to posting. The Association shall be responsible for the reasonable maintenance of said bulletin boards.
- 5.04 The Association shall have the use of the interschool mail facilities and mailboxes with the prior approval of the Superintendent or designee, which approval shall not be unreasonably withheld, where general membership distribution is involved. The distribution of materials into these facilities shall be done by the Association at its expense by its members.
- 5.05 An authorized representative of the Association may speak to the teachers following any meeting consisting exclusively of the professional staff called by the Superintendent or designee. Other members of this unit may also join the group at the close of their workday to hear the Association's authorized representative address them.
- 5.06 The Association shall have permission to use school equipment, excluding computer equipment, in its place of location that is used for clerical purposes at reasonable times when such equipment is not otherwise in use. The Association shall be responsible for costs, materials and damages for all supplies and such equipment used by it and incident to its use.
- 5.07 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, except as limited specifically and expressly in terms of this Agreement.
- 5.08 In the event of any reduction in force of tenured teachers, (other than by attrition\*) the Association shall be notified prior to public notice.
- \* Attrition is defined as retirement and/or any other voluntary termination of employment.
- 5.09 The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative, and to no other organizations. This shall not be construed to limit the rights of any employee under the laws and constitutions of the State of New Jersey and of the United States.

- 5.10 The President of the Association or designee may receive up to three (3) days leave on a half or whole day basis for Association business, with pay, provided notice of absence is given to the Superintendent by 3:00 pm. of the preceding school day, except for emergency, not to include those days referred to in Article 5, section 5.02. In addition, the President of the Association may receive up to two (2) days leave on a half or whole day basis for Association business, on the same terms as above, except that the Association shall reimburse the Board (for a full days absence), 1/200<sup>th</sup> of the President's or his/her designee's annual salary.
- 5.10.1 The President of the Union Township Education Association shall be released from all regular classroom or extra duty assignments during the last period of the school day. This release time shall be for the specific purpose of conducting local Association business generally within the school district. These activities shall not be conducted so as to impact on the regular business of the school district. Any such released time or assignment shall be limited to the duration of that person's presidency. In the event that the President, due to the nature of his/her assignment cannot be released, the Association may designate any other officer or Executive Committee member with an appropriate assignment as their designee for the released time.
- It is understood that any such designee of the Association shall be released for a period of a semester or full year. The released time shall not be delegated on a rotating short-term basis.
- 5.11 The Board shall release up to three (3) secretarial Association representatives, a maximum of two (2) times per month, on the condition that the building in which a secretary is employed has secretarial coverage during the regular time. The purpose of such release time is to attend Association meetings, and for no other purpose.
- 5.12 In any emergency situation or circumstance the Board may take such actions, as it deems appropriate.

### **ARTICLE 6 – EMPLOYEE HOURS**

- 6.01 Each employee shall record daily arrival and departure in the appropriate column for each employee's sign-in, sign-out roster unless otherwise authorized. Any employee arriving late shall record the actual time of his/her arrival on the sign-in roster.
- 6.01.1 Employees may leave the building during their scheduled duty-free lunch periods, on the condition they give notice of their intention to do so, noting by signature, departure and re-entering times on forms prepared and supplied by the Board.

### **TEACHER HOURS**

- 6.02 The in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes, including a duty free lunch period. Elementary teachers shall be

prepared to begin their prescribed duties twenty (20) minutes before the opening of the morning session and shall not leave the building until fifteen (15) minutes after the closing hour of school, except by permission of the Principal. Middle school teachers shall be prepared to begin their prescribed duties eight (8) minutes before the opening of the morning session and shall not leave the building until sixteen (16) minutes after the closing hour of school, except by permission of the Principal. Secondary teachers shall be prepared to begin their prescribed duties five (5) minutes before the opening of the morning session and shall not leave the building until sixteen (16) minutes after the closing hour of school, except by permission of the Principal, in accordance with the daily secondary schedule attached hereto. (Exhibit 1) High School teachers shall be prepared to begin their prescribed duties five (5) minutes before the opening of the morning session and shall not leave the building until ten (10) minutes after the close of school, except by permission of the Principal. The Board shall have the right to change the schedule based on the educational needs of the district within the parameters of the in-school workday as set forth in this Article.

- 6.02.1 Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings every Wednesday of the school year, plus sixteen (16) pre-designated Thursday sessions (emergencies excepted), tentatively scheduled by the Superintendent or his designee, on a monthly basis and supplied to the Association. Such meetings shall be limited to no more than twelve (12) teachers who will not be required to attend more than eight (8) of the sixteen (16) designated Thursdays per school year.
- 6.02.2 A maximum of six (6) academic periods will be assigned per day in the high school and middle schools. It is specifically understood and agreed that, teaching staff members required and assigned by the Superintendent to teach six (6) periods at these levels shall be compensated in accordance with Article 21.01.1. However, if there is an emergency, which requires a teacher to teach seven (7) periods in the high school or middle schools, the teacher shall receive one-seventh (1/7) of their base salary, on a prorated basis, for the extended assignment. Such additional salary shall be pension eligible.
- 6.02.3 Elementary teachers, excluding pre-kindergarten teachers, shall be guaranteed, by schedule, five (5) prep periods per week. All kindergarten and special education teachers shall be guaranteed, by schedule, for not less than four (4) prep periods per week. When coverage is required, payment shall be made in accordance with Article 21.06. In any event no teaching staff members shall be assigned more than two (2) preparation periods per day.
- 6.02.4 Effective September 1, 2000, the middle school teachers' in-school day shall include an arrival time of eight (8) minutes prior to the student arrival time, not more than two hundred sixty-four (264) minutes of teaching and/or duty time, a duty-free lunch period equal in duration to an academic period but in no case less than thirty (30) minutes, a preparation period equal to an academic period and an ending time of sixteen (16) minutes after the end of the students instructional day.

- 6.02.5 The high school teacher's in-school workday shall include an arrival time of five (5) minutes prior to the student arrival time, a duty-free lunch period equal in duration to an academic period, a preparation period equal to an academic period, and an ending time of ten (10) minutes after the end of the students' instructional day. However, in the event the district adopts a schedule in which lunch is incorporated into an academic period, then the lunch period will be less than the academic period, but at least thirty (30) minutes in duration.
- 6.03 Non-classroom teachers shall work seven (7) hours and fifteen (15) minutes a day including a duty free lunch period according to the schedule of the other professionals in the building in which the non-classroom teacher is assigned.
- 6.04 Teachers shall have a duty-free lunch period of the following minimum lengths:
- Elementary School - Thirty (30) minutes
  - Middle School - Thirty (30) minutes
  - High School - Thirty (30) minutes
- 6.04.1 Pre-kindergarten teachers shall be entitled to twenty (20) minutes unassigned time per day scheduled by the Principal or designee in two ten (10) minute periods or one twenty (20) minute period, but not to be appended to duty free lunch.
- 6.05 Elementary teachers shall not be required to remain in the classroom when a specialist is teaching therein.

#### SECRETARY/CLERKS HOURS

- 6.06 The workday for all secretaries/clerks shall consist of eight (8) hours including a sixty (60) minute lunch period and daily break periods of ten (10) minutes each morning and afternoon scheduled by the Principal or designee.
- 6.07 In emergencies, the Superintendent or designee may require overtime work (beyond a normal workday) with appropriate compensation where applicable.
- 6.08 Lunch and break periods of secretaries/clerks will be arranged where feasible to provide for coverage of the office at all times.

#### CLASSROOM ASSISTANTS

- 6.09 The in-school workday for classroom assistants shall be in accordance with schedules established by the Superintendent and approved by the Board.
- 6.09.1 Classroom assistants in-school day shall be assigned as required and the salary schedule(s) for classroom assistants incorporated in this Agreement shall be paid in accordance with said schedule(s), which are calculated on a six and one half (6 1/2) hour day. Lesser or greater assignments shall be prorated accordingly. (Schedule C)

- 6.09.2 Full-time classroom assistants six and one half (6 1/2) hours per day shall be entitled to two (2) daily break periods, one in the a.m. and one in the p.m. totaling twenty-five (25) minutes. These break periods shall be arranged by the building Principal.
- 6.09.3 All classroom assistants who work four (4) hours or more per day shall be entitled to a thirty (30) minute unpaid lunch period arranged by their immediate supervisor, except where the assignment requires classroom assistants to lunch with students. In such cases this will be a paid lunch period.
- 6.10 Classroom assistants may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending departmental meetings on Wednesdays of the school year. Additionally, they may be required to attend emergency meetings on other occasions as determined by the Superintendent or designee.
- 6.11 In emergencies, the Superintendent or designee may require Classroom assistants' overtime work (beyond a normal workday) with appropriate compensation where applicable.

**ARTICLE 7 – WORK YEAR**  
**TEACHER WORK YEAR**

- 7.01 The school year for teachers employed on a ten (10) month basis shall be from September 1st to June 30th. The number of actual working days in the school year shall not be more than one hundred eighty-five (185) days, except as provided elsewhere in the Agreement in any specific cases. Three (3) days of the work year shall be devoted to professional development. As long as N.J.A.C. 6:11-13 et seq remains in effect, these professional days shall satisfy the requirements of N.J.A.C. 6:11-13 et seq in order to permit staff to earn credit for attendance at these in-service programs.

**SECRETARIAL/CLERICAL WORK YEAR**

- 7.02 The calendar for ten (10) month secretarial employees, except educational clerks, will begin September 1st and end June 30th for each year of this Agreement, and will have all holidays reflected in the School Calendar as established by the Board. The number of actual working days shall not be more than one hundred and eight-nine (189) days except as provided in paragraph 7.03. Ten (10) month employees required to work during July or August shall receive additional compensation equal to straight pay or compensatory time to be arranged by the employee's supervisor.
- 7.03 The calendar for educational clerks shall be the same as teachers, except it shall not include the three (3) days for State-approved Continuing Professional Development. The work year shall not exceed one hundred eighty-four (184) days.

- 7.03.1 In the event educational clerks are required to work more than the teacher work year, they shall receive additional compensation equal to straight pay or compensatory time to be arranged by the employee's supervisor.
- 7.04 The Superintendent may require secretarial employees to work partial days between September 1st and June 30th so as to assure full work schedules required at peak periods of the year when other secretaries are not on duty. In any case the total work year shall not exceed the equivalent of one hundred eighty nine (189) days.
- 7.04.1 Twelve (12) month secretaries shall receive an annual vacation in accordance with the following schedule:
- a. A twelve (12) month secretary having worked for the Board for a continuous period of no more than one (1) year, as of June 30th of any school year, shall receive a vacation with pay at the regular rate: one (1) working day for each month of continuous service, exclusive of the first two (2) months of service.
  - b. One (1) year, less than six (6) years – Ten (10) working days.
  - c. Six (6) years less than thirteen (13) years – Fifteen (15) working days.
  - d. Thirteen (13) years, less than twenty-five years (25) – Twenty (20) working days
  - e. Twenty-five (25) years or more – Twenty-five (25) working days.
- 7.04.2 Twelve (12) month secretaries may select vacation time for which they are eligible on a seniority basis. The Superintendent or Secretary of the Board shall have final approval of any vacation schedule for secretaries in this category.
- 7.04.3 When a secretary/clerical employee changes from a full time ten (10) month secretarial position with the Board to a full time twelve (12) month secretarial position with the Board, the number of full working years as a ten (10) month employee with the Board shall be included to compute the total length of service to qualify for vacations under paragraph 7.04.1.
- 7.05 On days when schools are closed because of inclement weather, secretaries/clerks shall not be required to work.
- 7.06 The work year for classroom assistants shall be for the period September 1st to June 30th. The number of actual working days shall be one hundred and eighty-one (181). Classroom assistants who work beyond their normal work year at the request of the administration shall be compensated at 1/181 of their annual salary per day.

## TWELVE MONTH SECRETARY HOLIDAYS

- 7.07.1 Twelve (12) month secretaries shall enjoy as holidays those days identified in their calendar as days on which schools and the administrative offices are closed or other legal holidays as established by the Board as holidays. In addition to the holidays, twelve (12) month secretaries shall also be allowed up to five (5) additional days as holidays, with advance notice and prior approval from the appropriate administrator, provided, however, that the total of holidays and additional days shall be seventeen (17) days in any year commencing July 1st and ending June 30th. Such additional days shall not be taken on the day before or on the day after a school holiday.

## ARTICLE 8 - EMPLOYEE ASSIGNMENTS

- 8.01 All teachers and secretaries/clerks shall be given written notice of their salary schedules, class and/or subject assignments and building assignments for the forthcoming year two (2) weeks before the close of school in June. An employee whose class and/or subject assignment or building assignment is changed after such notice shall be notified as soon as possible in writing of the change.
- 8.01.1 All classroom assistants shall be notified of their assignment and work location for the following year by June 12th of each year where feasible.
- 8.02 The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers and secretaries/clerks as soon as practicable, and except in cases of emergency, not later than September 1st, or within thirty (30) days of their employment.
- 8.03 Schedules of teachers and secretaries/clerks who are assigned to more than one school shall be arranged so far as practicable so that no such employee may be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.
- 8.04 Upon ratification of this Agreement, all currently uncompensated co-curricular assignments identified at the time of this Agreement shall be paid in accordance with stipends agreed to by the parties as determined in Schedule F-3.
- 8.04.1 No bargaining unit member will be mandated to work a club or other co-curricular assignment without compensation agreed to by the parties.
- 8.04.2 The Board shall determine whether a mandated club shall exist. Bargaining unit members have the right to volunteer for non-mandated clubs.
- 8.05 An involuntary transfer or assignment shall be made only after a meeting between the employee involved and the immediate supervisor(s) at which time the

employee shall be notified of the reason therefore.

- 8.05.1 All transfers shall be determined by the Board upon recommendation of the Superintendent, to be in the best interest of the school system before transfers are implemented.
- 8.05.2 Employees desiring transfers shall forward their request in writing to the Superintendent on or before March 1st. Each request, if determined to be in the best interest of the school system, will be implemented as soon as practical.
- 8.06 It is agreed between the parties hereto that the final approval of all transfers is at the discretion of the Board, and its decision shall not be the subject of a grievance.
- 8.07 All vacancies for the mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.
- 8.07.1 Where possible, no teacher shall serve as a mentor to more than one (1) traditional/alternate route teacher simultaneously.
- 8.07.2 The Board shall provide training for all teachers who serve as mentors as soon as possible. Whenever possible, such training shall be scheduled during the regular workday. The initial training session shall be conducted during the regular workday. If training is scheduled for hours outside the regular workday, the training will be on a Wednesday afternoon and the mentor will be excused from his/her regularly scheduled faculty/departmental meeting.
- 8.07.3 Staff members who perform mentoring duties have the voluntary option of two (2) per year in class visits of the teacher being mentored. These visits will occur during the mentor teacher's prep period and will be compensated at the class coverage rate.
- 8.07.4 Mentors shall receive one thousand (\$1,000) dollars alternate route and five hundred fifty (\$550) dollars for all new traditional and new special education teachers.

## **ARTICLE 9 – EVALUATIONS**

### **TEACHERS SECRETARIES/CLERKS AND CLASSROOM ASSISTANTS**

- 9.01 All monitoring or observation of the work performance of a teacher, secretary, clerk or classroom assistant shall be conducted openly and with full knowledge of the employee. The basic purpose of supervision is to improve the instructional program or level of secretarial or clerical services.
- 9.02 Teachers shall be evaluated only by persons certificated by the State Department of Education to supervise instruction including but not limited to the Superintendent, Deputy Superintendent, Assistant Superintendent, Principals, Vice Principals, Directors, and other Supervisors. Secretaries may be evaluated by

- an immediate supervisor and any supervisor to whom the immediate supervisor is responsible.
- 9.02.1 An optional pre-conference is permitted prior to the writing of the evaluation following an observation if requested by the staff member and agreed to by the evaluator. The failure of the evaluator to agree to a pre-conference shall not be the subject of a grievance, and the failure to have a pre-conference meeting shall not be referred to in any way in any grievance proceeding.
- 9.03 A teacher, secretary, clerk or classroom assistant, as the case may be, shall be given a copy of any observation or evaluation report prepared by an evaluator at least one (1) day before a conference to discuss it. The teacher, secretary, clerk or classroom assistant shall acknowledge receipt of the report on a separate form prepared for this purpose. Such conference shall be held within fifteen (15) days of the observation or evaluation. If no conference is requested, the teacher, secretary, clerk or classroom assistant shall sign the observation or evaluation within three (3) work days after receipt of it and return it, signed, to the evaluator. If a conference is requested, the teacher, secretary, clerk or classroom assistant shall sign the observation or evaluation report within three (3) work days after the conference and return it, signed, to the evaluator. Such signature only indicates receipt of a copy of the report and, if there was a conference, that a conference to discuss the report was held. The signature shall not be construed as agreement or disagreement with the contents of the report. Within ten (10) days following the conference, the teacher, secretary, clerk or classroom assistant has the right to submit his/her disclaimer of the observation or evaluation report which disclaimer shall be attached to all copies of the report. A teacher, secretary, clerk or classroom assistant as the case may be, shall be supplied with a copy of any observation or evaluation placed in the personnel file of the teacher, secretary, clerk or classroom assistant. Every tenured teacher, secretary or clerk shall sign any observation or evaluation report. If the tenured teacher, secretary or clerk chooses not to sign, a notation to that effect shall be made on the report and signed by the observer or evaluator. No actions may be taken on any observation or evaluation report until the time for the teacher, secretary, clerk or classroom assistant to file a written disclaimer has expired. The time limits set forth may be modified because of absence or illness of the teacher, secretary, clerk, classroom assistant or supervisor.
- 9.04 Teachers shall be evaluated at least as many times per school year as required by law. Secretaries and classroom assistants shall be evaluated at least annually. Individual teachers, secretaries, clerks or classroom assistants, may, at the Board's discretion, be evaluated more times than required.
- 9.05 The Association agrees that the content or subject matter of evaluation or observation reports are subject to the grievance procedure contained in Article 3, up to the Board level and not subject to binding arbitration.

## CLASSROOM ASSISTANTS

- 9.06 Classroom assistants may be evaluated by persons authorized by the Superintendent or designee, including but not limited to the Assistant Superintendent, Deputy Superintendent, Principals, Vice Principals, Directors, Supervisors, or any other person(s) assigned that responsibility, excluding teachers.

## ARTICLE 10 - SABBATICAL LEAVE FOR TEACHERS

- 10.01 Sabbatical Leave for a teacher may only be granted by a recorded roll call vote of the Board of Education at a public meeting. Sabbatical Leaves may be granted for the following purposes:
- 10.01.1 Study
- 10.01.2 Health
- 10.02 The maximum percent of base salary allowed during Sabbatical Leave for each category shall be as follows:
- 10.02.1 Study - Seventy Percent (70%) of contracted annual salary.
- 10.02.2 Health - Sixty Percent (60%) of contracted annual salary.
- 10.03 Sabbatical Leave is normally to be granted for a minimum of one (1) year. Such leave may be granted for one-half (1/2) year when feasible. Request for leave must be made not later than January 1st, prior to the school year of leave.
- 10.04 The number of teachers to be granted Sabbatical Leave in anyone school year shall not exceed one (1%) percent of the total number of teachers.
- 10.05 No Sabbatical Leave may commence until a teacher has been twelve (12) years in the employ of the Union Township Board of Education except that if the Sabbatical Leave is for the purpose of study, it may commence after seven (7) years of employment with the Board. A second leave may be granted after twelve (12) additional years of service. Teachers having completed twenty-five (25) years of service in Union, and never having been granted a Sabbatical Leave may, upon completion of their first leave, be granted a second leave but a five (5) year interval must occur between Sabbatical Leaves. Example: A teacher granted a Sabbatical Leave after twenty-five (25) years of service would be eligible for a second Sabbatical Leave after his/her

thirtieth (30th) year of service exclusive of the first sabbatical year.

- 10.06 The following restrictions will govern Sabbatical Leaves:
- 10.06.1 Preference will be given to seniority based on service with the Board.
- 10.06.2 Assurance is given that the teacher will be returned by the Board to a comparable position at the conclusion of the leave. Provisions of Article 8 will apply to teachers on Sabbatical Leave.
- 10.06.3 No teacher on Sabbatical Leave shall be gainfully employed during the leave without the previous consent of the Board of Education.
- 10.06.4 Teachers securing leave will agree to return to the employ of the Union Township Board of Education at the expiration of the leave. Upon expiration of the leave, the teacher must return to the Board for full employment for at least two (2) years. Failure to do so will make it necessary to return to the Board the total salary paid during the period of leave. If a serious illness arises to the teacher while on Sabbatical Leave or upon return to the school system, the requirement of return to the employ of the Union Township Board of Education at the expiration of the leave for a minimum of two (2) years shall be waived as well as the requirement for refund of salary paid while on Sabbatical Leave after the serious illness has been confirmed by a committee of three (3) physicians (2 school and 1 personal). When the same committee of three (3) physicians determines that the teacher has sufficiently recovered, the teacher shall then return to duty.
- 10.06.5 Persons on Sabbatical Leave shall not be eligible for tuition reimbursement provided for in this Agreement during the time such person is on Sabbatical Leave.
- 10.07 The following are the agreed definitions of "study" and "health" for the purposes of this Sabbatical Leave Article.
- 10.07.1 Study - The teacher must be in an educational institution engaged in a program of study which is constituted of a minimum of twelve (12) graduate credit hours for a one-half (1/2) year Sabbatical Leave or a minimum of twenty-four (24) graduate credit hours for a one (1) year Sabbatical Leave. Such credit hours shall be in education or related to education, in an accredited college or university, which program of study is in furtherance of the teacher's professional education.
- 10.07.2 Health - A teacher may be granted a leave for health only upon medical proof that the teacher is in need of such leave for health reasons. Prior to granting the leave, the Board shall have the opportunity to have the applicant examined by physicians chosen by the Board at the Boards expense. The Board shall rely upon all medical evidence available in making a determination whether to grant such a leave. The time limit in 10.03 of this Article may be waived in an emergency.

- 10.07.3 When a teacher is granted a Sabbatical Leave by the Board, the teacher will enter into a formed written agreement with the Board. The agreement shall state the beginning and ending dates of the leave, the reasons for the leave, and that the teacher will return to full employment with the Board for a period of at least two (2) years immediately upon the expiration of the leave. The agreement shall further state that in the event the teacher fails to immediately return to employment and continue such employment for least two (2) years, then the teacher shall reimburse to the Board the total salary and other benefits, if any, paid by the Board for the period of leave.

**ARTICLE 11 - ABSENCES FORM DUTY EMPLOYEES SICKNESS**

- 11.01 Effective September 1, 1997, ten (10) month full time bargaining unit members shall be eligible for ten (10) sick leave days per year, and twelve (12) month full time members shall be eligible for twelve (12) sick days per year. All unused sick leave days shall accumulate without limit.
- 11.01.1 Employees, as defined in paragraph 1.01 who are contracted for less than a full year or less than a full day shall earn prorated sick leave.
- 11.02 Sick leave is hereby defined to mean the absence from his or her post of duty of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school districts medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- 11.02.1 Absence because of contagious disease (as defined in N.J.S. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.
- 11.02.2 If the teacher, secretary/clerk or classroom assistant remains on the job until the end of the fourth high school period (presently 11:28 a.m.), then leaves because of illness, credit for a full days attendance will be given. Conversely, if the teacher, secretary, clerk or classroom assistant leaves before such time, credit for attendance is not given for that day. The time reference applies to all teachers, secretaries, clerks and classroom assistants in the district.
- 11.02.3 If a security monitor leaves during the workday because of illness, he/she will suffer a reduction in accumulated sick leave equal to the hours not worked, if available, and if none are available, a deduction in pay for the time not worked, equal to the hours not worked.
- 11.03 Teachers, secretaries, clerks or classroom assistants absent for personal illness for more days than they have earned under this Article shall be subject to a deduction of a full day's pay for each day's absence. A full days pay is defined as 1/200th of the annual base salary for ten (10) month employees. For twelve (12) month employees, a full day's pay is defined as 1/240th of the annual base salary. (N.J.S. 18A:30-6)

- 11.04 Employees shall complete, sign and return to the Principal or Director an "absence card" on the first day he/she returns to duty.

EXTENDED SICK LEAVE

- 11.05 Any employee who becomes temporarily disabled may apply to the Board of Education for a leave of absence and shall be granted that leave at a mutually agreed upon time continuing to a specific date. A disabled employee may be relieved from duties if his or her performance has noticeably declined or he or she cannot produce a certification from his or her physician that he or she is medically able to continue teaching or performing normal secretarial/clerical duties.
- 11.06 For the period of disability related to the temporary disability, the employee may elect to use accumulated sick leave and return to employment after the period of disability ends.
- 11.07 In order to receive sick leave pay, the employee seeking same must submit a medical certificate that is in accordance with N.J.S. 18A:30-4, which certificate must specifically attest the condition as "disabling", and specifically state when the disability began and ended.
- 11.07.1 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and ended. Such examination will be conducted by a physician selected by the employee from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at the Board's expense.
- 11.07.2 In the event of a disagreement as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the employee shall agree upon a third doctor, who shall examine and evaluate the employee to determine whether there was a disability and time it began and ended. The opinion of the third physician shall be binding on the parties.
- 11.07.3 In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.
- 11.08 The date of return may be extended for an additional reasonable period of time at the employee's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which the leave was granted. An employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

## **ARTICLE 12 - PERSONAL LEAVE WITH OR WITHOUT PAY**

- 12.01 Effective September 1, 1997, teachers, ten (10) month secretaries/clerks, security monitors, and classroom assistants may be absent up to a total of five (5) personal days in any one school year, twelve (12) month secretaries, six (6) personal days, without loss of salary for the following reasons:
- 12.01.1 Religious holidays.
  - 12.01.2 Court proceedings to which the person is a party or where a subpoena is served requiring court attendance.
  - 12.01.3 A serious illness of members of the employee's immediate family.
  - 12.01.4 Attendance at funerals of relations other than the immediate family.
  - 12.01.5 Civic or community responsibility.
  - 12.01.6 Household moving.
  - 12.01.7 Title closing or business related to a title closing, which cannot be, conducted other than during regular school business hours.
  - 12.01.8 Non-court adoption proceedings.
  - 12.01.9 Birth of a child to the employees spouse.
  - 12.01.10 Wedding of a teacher, secretary, clerk or classroom assistant or his/her son or daughter or grandchildren.
  - 12.01.11 Graduation from college of a teacher, secretary, clerk or assistant or his/her son, daughter or spouse.
  - 12.01.12 Pension consultation with an appropriate association or state pension representative. This provision is limited to those who by statute are pension eligible.
  - 12.01.13 Any other reason that may be approved by the Superintendent.
  - 12.01.14 Effective September 1, 1997, two (2) of the personal days referenced in Article 12.01 shall be available to employees without the requirement that a reason as listed in Article 12.01.1 through 12.01.13 be given. Such absence shall not be taken before or after a holiday.
- 12.02 Absences referenced in this article shall be in addition to the days granted for sick leave. Any unused personal days shall be added to the previously accumulated sick leave of the employee for the following year.

- 12.02.1 In the event that any employee subject to the terms of this Agreement receives a questionnaire for jury duty, the employee shall advise the Jury Commissioners that he/she is employed by the Union Board of Education and requests to serve jury duty at the time that school is not in session. In the event that the employee is not given the choice to serve on jury duty when schools are not in session, he/she shall receive their regular compensation and deliver over to the Board any compensation received as a juror. In the event that the employees can serve jury duty when school is not in session, he/she must serve jury duty when school is not in session or he/she shall not be compensated.

#### DEATH IN IMMEDIATE FAMILY

- 12.03 In each school year, an employee shall be granted, upon request, up to five (5) days absence within seven (7) consecutive calendar days for each death in the immediate family, or because of death in the immediate family of the spouse, without loss of salary. These days shall not be accumulated from year to year. The term "immediate" shall be construed to mean wife, husband, children, parents, brothers, sisters, mother-in-law, father-in-law, brothers and sisters-in-law, sons and daughters-in-law, grandparents, grandchildren and permanent members of household equivalent to the above of the employee.

#### UNPAID PERSONAL LEAVE-CHILD REARING

- 12.04 A teacher, secretary or clerk may request leave for child rearing purposes for the balance of the school year (ending June 30th) in which the teacher, secretary, clerk or spouse of such teacher, secretary or clerk gives birth to or adopts a child.
- 12.04.1 Such leave must be requested, in writing, addressed to the Superintendent, at least six (6) weeks before the anticipated birth of the child.
- 12.04.2 If granted, the child rearing leave may commence on the day after the birth of the child and continue to the end of the school year (June 30th) during which the child was born or adopted.
- 12.04.3 A request for extension of the child rearing leave may be made and if made, must be in writing, addressed to the Superintendent, for the school year (September 1st through June 30th) next succeeding the birth or adoption of the child, by the teacher, secretary or clerk if such person was under tenure at the time the leave originally began. Such request must be made no later than April 1st preceding the year for which the extension is requested.
- 12.04.4 A second consecutive full school year extension may be requested for child rearing beyond that described above if the total child rearing leave requested would not exceed two and one-half (2 1/2) academic years. The request for the second consecutive full school year extension must be made in writing no

later than April 1st proceeding the school year for which the second extension of the leave is requested.

- 12.04.5 All requests for child rearing leaves described above in this Article shall be made in writing and are subject to the recommendations of the Superintendent and approval of the Board.
- 12.04.6 A non-tenured employee shall not be granted child-rearing leave beyond the end of the school year in which the child is born or adopted.
- 12.04.7 If granted, the child rearing leave shall be without compensation of any type.
- 12.05 An employee adopting a child under five (5) years of age may apply for a child rearing leave commencing upon receiving physical custody of the child.
  - 12.05.1 Such leave must be requested, in writing, addressed to the Superintendent with as much advance notice as the employee can supply with reasonable certainty, as to when physical custody of the child will be received.
  - 12.05.2 If granted, the child rearing leave shall commence on the day the employee receives physical custody of the child and continue to the end of the school year (June 30th) during which physical custody of the child was received.
  - 12.05.3 Tenured employees may request up to two (2) extensions of the same leave in accordance with the procedure in paragraphs 12.04.3 and 12.04.4 of the Article.
  - 12.05.4 Non-tenured employees shall not be granted child-rearing leave beyond the end of the school year in which the physical custody of the child is received.
  - 12.05.5 If granted, the child rearing leave shall be without compensation of any type.
- 12.06 An employee desiring to request an extension, or who is given notice to return to employment with the Board, shall give written notes of intention to do so at least five (5) months prior to September 1st of the next school year. Failure to provide such written notice to the Board shall constitute a resignation and abandonment of position.

#### UNPAID PERSONAL LEAVE - OTHER

- 12.07 A leave of absence without pay of up to three (3) years may be granted to any tenured teacher or secretary/clerk who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship.
  - 12.07.1 A request for such a leave must be made no later than January 1st prior to the school year for which the leave is sought.

- 12.08 While on any unpaid leave, no seniority or longevity rights shall accrue.

**ARTICLE 13 - PROTECTION OF EMPLOYEES**

- 13.01 All employees shall be entitled to receive all insurance benefits for medical, surgical, or hospital services incurred as the result of any injury sustained in the course of employment for which the Board has secured insurance coverage in accordance with the terms of such insurance policies.
- 13.02 Whenever any employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of, and in the course of his/her employment he/she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Worker's Compensation. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of workers compensation award made for temporary disability.
- 13.03 The Board shall reimburse bargaining unit members for the reasonable value of any clothing or personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of duties within the scope of employment.
- 13.04 Employees shall immediately file written reports of assaults suffered by them in the course of their employment to their Principal or other immediate supervisor, and to the school nurse.
- 13.05 The Board agrees to use reasonable efforts to keep its school buildings and grounds reasonably safe. The Board further agrees to use reasonable efforts to attempt to maintain order in its school buildings, on school grounds and on other properties used by the Board.

**ARTICLE 14 - PROGRAM DEVELOPMENT**  
**TEACHERS, SECRETARIES AND CLERKS**

- 14.01 The Board agrees to consult with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.
- 14.02 The Board agrees to appropriate one thousand (\$1,000.00) dollars per school year to establish a grant program, which would make funds available to teachers interested in designing and implementing innovative educational ideas and techniques. It shall be at the Board's discretion as to how the grants

are to be awarded.

- 14.03 Any bargaining unit member in the employ of the Board may enroll from a prescribed list of courses prepared by the Director of the Adult School and approved by the Superintendent in one (1) course per semester in the Union Township Adult School at faculty rates. Enrollment under this program will be on a space available basis.
- 14.04 The Board agrees to reimburse teachers at the current State of New Jersey graduate tuition, per approved graduate credit or approved undergraduate credits at the current New Jersey State College undergraduate tuition rate per credit which they elect to attend, up to nine (9) credit hours per contract year, for courses taken at accredited colleges, in:
- (1) a program of study which is constituted of a minimum of twenty-four (24) graduate credit hours in education or related to education which program of study is in furtherance of the teacher's professional education; or
  - (2) for those teachers possessing an earned Masters degree, for courses in education or related to education in furtherance of the teacher's professional education, or
  - (3) for teachers possessing an earned Masters degree, for courses in a program of study which is designed to result in an earned doctoral degree in education or related to education, in furtherance of the teacher's professional education; or
  - (4) for teachers possessing a bachelor's degree, for courses intended to result in additional teacher certification(s) in subject matters specifically approved by the Superintendent

Those teachers electing to attend a private college or university will be eligible for reimbursement up to the equivalent of the highest tuition rate charged by a New Jersey State College. This rate shall be set annually on July 31st and shall be the rate for that school year.

For any new teacher hired after the ratification of the 2002-05 Agreement, the number of reimbursed credits during their career in the district shall be limited to forty-two (42).

- 14.04.1 All reimbursement is subject to prior approval of the Superintendent or designee. Applications for reimbursement must be submitted for approval, in writing, no later than one (1) month prior to commencement of the course. The application shall have attached with it a copy of the catalog description of the course and such other information, as the applicant deems reasonable to describe the course. Under normal circumstances, the applicant will be advised of approval or rejection no later than ten (10) days after submitting

the application. However, if more time is required to investigate the application, the applicant will be so advised. The Superintendent may develop a standardized form for use in applications for tuition reimbursement. The form shall be subject to review and approval by the Association. All applications shall be submitted on such form.

- 14.04.2 Reimbursement shall be paid in a reasonable time after the applicant has submitted to the Superintendent a paid receipt for the cost of the credits and satisfactory proof of a passing grade for the credits.
- 14.04.3 Teachers on leave, with or without salary shall not be eligible for tuition reimbursement for courses taken while on leave.
- 14.05 Secretaries and clerks may request reimbursement for the cost of attending conferences and workshops that are directly related to the duties of the secretary or clerk making the request. Approval is subject to the sole discretion of the Superintendent/Board Secretary in accordance with existing administrative guidelines.
- 14.05.1 The Board agrees to reimburse secretaries and clerks at the tuition rate for secretarial/clerical related courses, provided said courses are pre-approved, by the Superintendent or Board Secretary, as applicable.

#### CLASSROOM ASSISTANTS

- 14.06 Each classroom assistant shall receive an employment contract containing the following terms: annual salary of appropriate hourly rate, termination cause upon thirty (30) days notice, and for classroom assistants that they are not "teaching staff members".
- 14.06.1 The Board agrees to reimburse classroom assistants at the tuition rate of the State of New Jersey College they elect to attend for undergraduate or graduate credits, for each approved course in education. The total number of credits per year, per classroom assistant, shall not exceed nine (9) credits.
- 14.06.2 All courses are subject to prior approval by the Superintendent and shall be specifically in education or the equivalent thereof.
- 14.06.3 In order to be eligible for tuition reimbursement, a classroom assistant must submit, in writing, a request to the Superintendent for approval to take a course. The form must include the name of the college to be attended and copy of course description as published by the college.

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT PURPOSE

- 14.07 The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and

methodology. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

The Board agrees to implement the following commencing with the 2000-01 school year:

14.07.1 Professional Development Committee

In accordance with N.J.AC. 6:11-13.3 (d), the Board shall establish a Professional Development Committee.

14.07.2 Conduct of Committee Business

If the Superintendent approves of the Committee meeting during the workday, the teacher members shall be given released time to attend such meetings.

14.07.3

a. Programs

The Board agrees to provide, within the district, three (3) days of State-approved continuing professional development and/or in-service for a minimum of fifteen (15) clock hours per school year. The district's programs shall be conducted during the in-school teacher workday and work year.

b. Professional Day

A teacher may request to be absent without loss of salary to attend State-approved continuing education activities outside of the district, subject to Superintendent or his/her designee's approval. Whenever possible, the teacher will give the district at least thirty (60) days advance notice of the professional day being requested.

14.07.4 Record Keeping

The district shall maintain a record of the number of clock hours of State-approved continuing professional development and/or in-service for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any teacher attending State-approved continuing professional development outside of the district shall be requested to submit the appropriate documentation to the Superintendent. Any discrepancies between the district and teacher's records should be noted and corrected within thirty (30) days of receipt of the Board's records.

## ARTICLE 15 - INSURANCE

- 15.01 The Board shall provide the expense of health benefits insurance as provided by the New Jersey Health Benefits Plan, as administered by the New Jersey Division of Pensions, as amended. The applicable insurance (single, parent-child, husband-wife, family) referred to in this paragraph, shall be available to all employees, where applicable, who are represented by the Association except employees on leaves of absences without pay, who may continue such coverage at their own expense.
- 15.01.1 Benefit levels shall remain equal to or better than the existing plan(s) if and when the Board changes carriers.
- 15.01.2 After November 1, 2005 all new hires shall only be eligible for the Board's Point of Service Health Benefits program, unless they opt to pay the difference between the P.O.S. and the traditional indemnity plan.
- 15.02 On January 1, 1994, there will be implemented a wraparound policy. Hospitalization will be paid at one hundred (100%) percent at semi-private rate for three hundred sixty-five (365) days a private room at the hospitals most common daily rate for a semiprivate room; for bed and board the daily maximum for the first three hundred sixty-five (365) days of hospital confinement and the hospitals charge for necessary services and supplies provided during the first three hundred sixty-five (365) days of hospital confinement. The rates paid will be the reasonable and customary charge.
- 15.02.1 Deductible - As of January 1, 1994 after one person meets the two hundred (\$200.00) dollar deductible, the remaining two hundred (\$200.00) dollar family deductible can be satisfied by an aggregate of all other family members totaling two hundred (\$200.00) dollars. The first person reaching the two hundred (\$200.00) dollar deductible will have his/her covered expenses shifted into major medical. The other family members will follow suit when their aggregate total reaches two hundred (\$200.00) dollars. As of January 1, 1996, the deductible will increase to two hundred fifty/five hundred (\$250/\$500) dollars.
- 15.02.2 Co-Insurance Threshold - January 1, 1994: Two thousand five hundred (\$2,500.00) dollars; January 1, 1995: Three thousand (\$3,000.00) dollars. When one person meets the threshold amount, the plan then pays one hundred (100%) percent of the family's covered expenses.
- 15.02.3 Mental Health/Substance Abuse - The base plan will pay for thirty (30) days per calendar year in hospital. Major medical maximums for in-and-out-of-hospital are: lifetime – Seventy thousand (\$70,000.00) dollars; calendar year – Ten thousand (\$10,000.00) dollars.
- 15.02.4 Lab and X-Ray Fees - The plan will pay one hundred (100%) percent of

reasonable and customary charges for all laboratory and x-ray fees provided on an inpatient basis.

- 15.02.5 Anesthesia Benefits - The plan will pay one hundred (100%) percent of reasonable and customary charges for the anesthesiologists services provided on an inpatient basis.
- 15.03 Managed care/HMO options will be made available on a voluntary basis beginning January 1, 1994.
- 15.04 The Board shall provide dental insurance coverage provided by Delta Dental Insurance of N.J., as described in the certificate of insurance supplied by Delta Dental Insurance of N.J., Plan III-B, with Adult Orthodontic coverage. Descriptive brochures of the coverage are to be provided for employees by the insurance carrier or plan administrator, and will be available for distribution when received by the Board.
- 15.05 All insurance provided shall be in accordance with the terms of such insurance policies. All eligibility for insurance shall be in accordance with the terms of the policies issued and the responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied.
- 15.06 For the period of time covered by this Agreement, the Board shall not take any steps to reduce the coverages provided by the above referred to insurance programs.
- 15.07 Notwithstanding the provisions of paragraph 15.01, the Board and the Association agree that in the event that the Board or the Association desires to replace the health benefits or dental insurance described in paragraph 15.01 and 15.04, the Board may do so upon the following conditions, the Association agreeing that such conditions shall apply.
  - 15.07.1 Under no circumstances may the health or dental benefits insurance be reduced in any way below the coverage presently provided.
  - 15.07.2 There may be no break or discontinuance in present benefits.
  - 15.07.3 Any provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of Union, New Jersey.
  - 15.07.4 Any provider of health benefits insurance must have a reputation for making payments with a reasonable amount of time.
  - 15.07.5 Either party shall have the right to reject the selection of a new health or dental benefits insurance provider for any of the reasons set forth in subparagraph 15.07 (15.07.1 through 15.07.4). Such rejection, if it occurs, may be submitted to arbitration under the terms of Article 3.

- 15.08 Prior agreements and resolutions of disputes reached between the Association or its agents and the Board or its agents shall remain in effect.
- 15.09 The Board shall have the right to provide health benefits either through the State Health Benefits Plan (SHBP) or pursuant to the provisions of Article 15 and the benefits in effect prior to the 8-1-97 change to the SHBP, which are reflected by the Benefits Booklet 08095 dated 2-96 and the certificate rider #7B1001-2, except where superceded by the specific language of Article 15.
- 15.10 The provisions of this Article constitute the complete changes in the health insurance plan between the Association and the Board. Provisions of the existing plan or negotiated agreement not itemized herein remain unchanged and in full force and effect.

**ARTICLE 16 - SALARY CLASS CHANGE PROCEDURES FOR TEACHERS**  
**CLASS III TO CLASS IV (BACHELORS TO MASTERS)**

- 16.01 Masters Degree in education or thirty-four (34) credits in education above a Bachelors Degree as defined in 16.01.1, 16.01.2, 16.01.3, excluding credits for training in another profession unless directly related to the education profession.
  - 16.01.1 A minimum of twenty-two (22) graduate credits shall be in an approved area of graduate study in education or related to the education profession.
  - 16.01.2 A maximum of twelve (12) undergraduate credits in education or related to the education profession may be substituted for graduate credits with the prior approval of the Superintendent.
  - 16.01.3 A maximum of twelve (12) "equivalent credits" as defined in the "Equivalency" section of this Article may be used in place of approved undergraduate education credits.
- 16.02 Any teacher submitting the appropriate transcripts and approved equivalency credits by September 15th shall be approved for a change in classification effective as of September 1st of the same school year.

**CLASS IV TO CLASS V (MASTER TO SIXTH YEAR)**

- 16.03 An earned Masters Degree in education or related to the education profession and thirty-two (32) credits in education as defined in 16.03.1, 16.03.2, 16.03.3, excluding credits for training in another profession unless directly related to the education profession.
  - 16.03.1 A minimum of twenty (20) graduate credits shall be in an approved area of graduate study in education or related to the education profession.
  - 16.03.2 A maximum of twelve (12) undergraduate college credits in education or

related to education may be substituted for graduate credits with the prior approval of the Superintendent prior to the teacher taking each course.

- 16.03.3 A maximum of twelve (12) approved "equivalent credits" may be submitted as part of the requirements for placement on the sixth year level of training on the teachers' salary guide in place of the undergraduate college credits (in education) requirement described in paragraph 16.03.2.
- 16.04 Any teacher submitting the appropriate transcript and approved equivalency credits by September 15th shall be granted the change in salary class and payments shall be effective as of September 1st of the same school year.

#### UNDERGRADUATE & EQUIVALENCY PROGRAM FOR TEACHERS

- 16.05 Undergraduate Credits: Each undergraduate course must be in the subject field of a secondary or special area teacher, and in the case of elementary teachers, each course must relate directly to specific teaching needs of elementary teachers.
- 16.06 Equivalent Credits: A teacher may request that specific non-college courses or professional improvement activities completed by the teacher be evaluated by the Equivalency Committee for determining the "equivalent undergraduate credit value" which may be substituted for certifiable education undergraduate credits. The "equivalent undergraduate credits" which are approved by the Equivalency Committee may be used as part of the total minimum credits requirement necessary for placement on the Fifth Year Training Level on the Teachers' Salary Guide or for moving from the Fifth to the Sixth Year Training Level of the Teachers' Salary Guide. Movement from the Fifth Year Training Level to the Sixth Year Training Level requires an earned Masters Degree in Education.
  - 16.06.1 Any such credits approved by the Equivalency Committee may only be used once for advancement to any other training level or qualifying for any additional salary on any teachers' salary guide.

#### THE FOLLOWING NONCOLLEGE COURSES OR PROFESSIONAL IMPROVEMENT ACTIVITIES MAY QUALIFY FOR APPROVAL BY THE EQUIVALENCY COMMITTEE AS "EQUIVALENT CREDIT" FOR THE PURPOSES OF THIS ARTICLE.

- 16.07 In-service activities sponsored, by the Board may be used for equivalent credit in accordance with the credits posted. The teacher electing to take the course agrees to accept the credits as posted.
  - 16.07.1 Original writings, which are published in a current educational magazine, pamphlet or journal and have not been used as a part of the requirements of any college course, may be submitted for equivalency credit.

- 16.07.2 A published educational book may be approved for up to twelve (12) credits or depending upon length and quality. An educational article or pamphlet may be approved for up to three (3) credits depending upon length and quality.
- 16.07.3 Independent educational research conducted in connection with the Union Township Public Schools, which results in an objective outcome, such as a publication or detailed report or proved application in the teacher's effectiveness in carrying out his/her school responsibilities. This work cannot be done for college credit in any institution of higher learning. Research projects may be approved for a maximum of six (6) credits, depending upon quality and value to the school system.
- 16.07.4 Noncredit studies at colleges or universities, military schools or recognized institutes involved in the training of professional educators may be considered for equivalent credit. Any teacher planning to request equivalent credit under this section must have prior approval of the Superintendent that the program of studies qualifies for consideration under this section. The Equivalency Committee, at their discretion, may allow up to a maximum of six (6) equivalent credits under this paragraph.
- 16.07.5 Work experience directly contributory to professional growth and efficiency may be considered for equivalent credit. The Equivalency Committee shall determine whether the work is of such type, scope, and nature as to merit such consideration. The maximum number of credits, which may be approved for work experience, shall not exceed eight (8) credit hours. The committee may not be asked to approve similar work experience for equivalent credit more than once.
- 16.08 Travel, either domestic or foreign, may be considered by the Equivalency Committee for up to six (6) equivalency credits. One and one half (1 1/2) equivalent credit hours may be approved for a trip of three (3) weeks duration must be prepared and shall indicate the value of the trip to the school system and the teacher's professional growth. Any teacher planning to apply for credit under this paragraph must have prior approval of the committee that the planned travel is not recreational and is covered by this paragraph with the number of credits to be determined by the committee when the final submission for equivalency credit is made.
- 16.09 No feature of this "Equivalency Credit Program" shall be retroactive.

EQUIVALENCY COMMITTEE FOR TEACHERS  
MEMBERSHIP AND PROCEDURES

- 16.10 Superintendent of Schools (ex-officio)  
Assistant Superintendent of Schools  
One Director  
Two Secondary School Teachers  
Two Elementary School Teachers

One Elementary School Principal  
Secondary School Principal or Vice Principal

- 16.11 This committee shall be a continuing one, so organized that the membership shall rotate. However, reappointment shall be permissible. All members shall be chosen for a three (3) year term, but the tenure of only three (3) members shall expire each term. Association members shall be chosen by the Union Township Education Association and all other members shall be chosen by the Superintendent.
- 16.12 The committee may call in any member of school staff for advice in considering the materials
- 16.13 All submissions are to be completed no later than September 15th. The committee shall meet no later than October 30th. If credit is granted that permits a change in salary class, payment shall be made effective as of September 1st of the same school year.
- 16.14 If the material submitted for equivalency credit is rejected by the Committee, the applicant, upon request, will be granted an opportunity to meet with the committee.
- 16.15 The number of Equivalency Credits granted shall not exceed twelve (12) at the Fifth Year Level on the salary guide and twelve (12) at the Sixth Year Level.
- 16.16 In the event of a tie vote by the members of the Committee, the Superintendent shall be empowered to vote to break the tie.

#### **ARTICLE 17 - JOB VACANCIES**

- 17.01 All openings for positions shall be publicized by the Superintendent in accordance with the following procedure for publicizing vacancies:
- 17.02 Publicizing of vacancies shall be accomplished by posting notes of the opening, and such other publicity of the position, as the Board may desire to utilize.
- 17.02.1 The posting shall set forth the title of the position, the qualifications required as a minimum for purposes of applying for the position, the duties, and the rate of compensation, if available.
- 17.02.2 In the event that it is necessary for a vacancy to be filled to assure the continuing educational process and time is of the essence, no posting shall be required.
- 17.03 The Superintendent shall distribute, at the regular Administrative Advisory meeting, a list of the resignations, appointments, and retirements and other

long-term leaves. A copy of this list shall be sent to the President of the Association.

- 17.04 Notice of appointments, resignations, and retirements and long-term leaves will be supplied to the Association monthly.

### **ARTICLE 18 - EMPLOYEE FACILITIES**

- 18.01 The Board and the Association agree that during the term of this Contract, the following facilities shall be provided, with the understanding that the Board shall have the final discretion as to requests for additional facilities greater than those provided during the immediate preceding school year.
  - 18.01.1 Space in each classroom for storage of instructional materials and supplies.
  - 18.01.2 Teacher work areas with equipment and supplies to aid in the preparation of instructional materials.
  - 18.01.3 Furnished room for the use of employees and other adults as an employee lounge regularly cleaned by the school's custodial staff.
  - 18.01.4 Serviceable desks, chairs, and filing cabinets shall be with locking devices.
  - 18.01.5 Communications systems between each classroom and school office.
  - 18.01.6 Well-lighted and clean employee rest rooms separate from student's rest rooms.
  - 18.01.7 Private dining areas for employees and other adults.
  - 18.01.8 Free and adequate off-street, paved parking facilities properly maintained and identified exclusively for employees' use.
  - 18.01.9 Closet space for each teacher, secretary, clerk and classroom assistant to store coats and personal articles.
  - 18.01.10 Copies, exclusively for each teachers use, of all texts used in the courses the teacher is teaching.
  - 18.01.11 Chalkboard space in each classroom.
  - 18.01.12 Adequate materials and supplies required in daily teaching responsibility.
- 18.02 If the Association deems desirable, it may arrange to provide a private pay telephone in each employee lounge for the exclusive use of employees and other adults, with prior notice to the Secretary of the Board. Expenses, including installation, maintenance and minimum charge incurred thereby shall be paid by the Association.

## ARTICLE 19 - PAYROLL CHECK-OFF ITEMS

- 19.01 The Board agrees and the Association does authorize the Board to deduct monthly, the Association or other dues as may be levied by the Association from the salaries of the employees in accordance with applicable laws. In addition, each individual employee must approve such deductions in writing. This check-off shall be made once during each month of the school year during the term of this Agreement, or at such other times as may be mutually agreed upon as will conform to the accounting practices of the Board.
- 19.02 The Board further agrees and the Association does authorize the Board to make such other payroll deductions, up to the limits of the district's data processing capability, as follows: (1) Tax sheltered annuities, (2) Savings bonds, (3) United Fund contributions. (4) Prudential Insurance Company, (5) T.P.A.F. or P.E.R.S. supplemental annuity payments, (6) Union County Teachers' Federal Credit Union. Such requests shall be in writing on forms supplied by the Board, and filed with the Board. All such deductions are noncontributory by the Board and fully paid by employees individually.
- 19.02.1 The Board agrees to make payroll deductions for tax sheltered annuity payments available to eligible employees. Any employee may enroll on a monthly basis. The Board's only responsibility in this matter is to honor the written requests of the individual employees to participate in the approved plans and remit the money.
- 19.02.2 All participants shall give written authorization to the Board.
- 19.02.3 INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that.

- (a) the Board give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will cooperate with the Association in the defense of the claim, except if such cooperation would result in a conflict of interest or claims.

2. Exception:

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability, which may arise as a result

of any type of willful misconduct by the Board.

- 19.03 In addition to the above, the Board may make all payroll deductions as are requested and allowed by law which can be accommodated by the district's data processing system.
- 19.04 The Board and the Association agree that there shall be an annual review of the Tax Sheltered Annuity Program.
- 19.05 If an employee does not become a member of the Association during any membership year (i. e, from September 1st to the following August 31st) which is covered by this Agreement, said employee shall be required to pay a representation fee to the Association, provided that all of the conditions of this paragraph and its sub-parts are complied with. Such representation fee shall be calculated in accordance with the paragraph and its sub-parts.
- 19.05.1 The Association shall file with the Board Secretary, a written statement, under oath, that the full amount of the representation fee is in accordance with law. Said fee shall not exceed eighty-five (85%) percent of the regular Association dues payable by an employee, respectively, represented by the Association.
- 19.05.2 The Association shall file a written statement with the Board Secretary that a "Demand-Return" procedure in accordance with law is in full force and effect. In the event at any time during the term of this Agreement such a legal procedure is not in effect, the Board may cease check offs for the representation fee.
- 19.05.3 The Association agrees to, and does hereby indemnify and hold-harmless the Board, and all of its agents, servants and employees, from any claims, charges, expenses, suits, actions or any other type of claim that may arise at any time from withholding a representation fee or representation fees from any employee.
- 19.05.4 The amount of the representation fee to be deducted from employees who are not full-time contracted employees, or from these full-time employees who actually work less than a full school year, excluding absences for illness or personal leave days, shall be calculated as follows:
1. Persons under less than full-time contract fifty (50%) percent of full fee.
  2. Persons hired prior to January 1st - full fee. Persons hired after January 1st fifty (50%) percent of full fee.
- 19.05.5 If an employee who is required to pay a representation fee terminates, the deduction for such fee shall cease with the last regular payroll period.
- 19.05.6 The Association shall be responsible for explaining the nature of the representation fee to all persons to be charged.

19.06 PROCEDURE

*a. Notification*

Prior to November 1st of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

*b. Payroll Deduction Schedule*

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the contract year in question. The deductions will begin with the first paycheck paid:

- (1) ten (10) days after receipt of the aforesaid list by the Board; or
- (2) thirty (30) days after the employee begins his or her employment in a bargaining unit position.

*c. Mechanics of Deduction and Transmission of Fees*

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

*d. Changes*

The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

**ARTICLE 20 - MISCELLANEOUS PROVISIONS**

20.01 Copies of the Agreement shall be printed. The expense for printing one thousand (1,000) copies for distribution to employees shall be shared equally by the Board and the Association. This Agreement shall be presented to all employees employed by the Board and shall be distributed by the Association.

20.02 No employee shall be required by any member of the administration or Board

to transport any student for any purpose in his/her private carrier.

- 20.03 Wherever in the Agreement the Superintendent of Schools is referred to, such reference shall be deemed to include any authorized designee acting with the consent of the Superintendent of Schools.
- 20.04 Nothing in the Agreement shall be interpreted, or understood, to maintain any past practices or non economic benefits that may preexist the execution of this Agreement that are not expressly stated and included (as benefits) in this Agreement except that a condition of employment may not be changed without negotiations. No language of this Agreement that is general in nature shall be interpreted or understood to include what is not expressly and clearly stated in this Agreement to be an employee benefit.
- 20.05 If any part of this Agreement becomes contrary to law during its duration, that part only shall be severed from the other articles. All other articles or sections shall remain in full effect.
- 20.06 The Association agrees that the benefits contained in this Agreement are intended for full-time employees.

Whenever an employee is employed under a written contract as defined in Article 1, paragraph 1.02 for less than full-time, all the benefits available to full-time personnel shall be prorated and available to the less than full-time persons on a prorated basis only. For example, if a teacher is under contract for one-half (1/2) of a teaching position, sick days will be available at the daily rate of pay for such part-time person (1/200 of contracted salary equals one (1) day). The same formula applies to personal days. In the event that any benefits are contained in this Agreement that are available only to employees working a minimum amount of time per week, or any insurance company limits coverage for any reason, or any other limiting reasons, such benefits shall not be extended or available to the person. For insurance coverages, any employee who is regularly scheduled to work twenty (20) hours per week or more shall be considered full-time.

- 20.07 Twelve (12) month secretaries will be paid in twenty-four (24) payments; ten (10) month employees shall be paid in twenty (20) equal semimonthly installments. Employees will be paid on the 15th and the last day of each month except in emergency or unusual cases. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day, where possible. The final paycheck for ten (10) month employees shall be received on the employees' last workday in June.
- 20.08 Where applicable, each employee shall enjoy and be entitled to all the provisions of New Jersey and Federal Laws concerning service in the military service of the State of New Jersey or the United States of America.

**ARTICLE 21 - SALARIES**

21.01 All degree teachers and degree nurses shall receive salaries according to their educational training level, their position on the salary guides, in accordance with the Board's policies and the attached salary guide for each respective year of this Agreement. (Schedule A)

21.01.1 (a) All high school and middle school teachers assigned to teach six (6) periods shall receive, in addition to their regular salary, the following per annum stipend, which shall be included as part of pension eligible compensation:

2008-09	\$4,800
2009-10	\$5,000
2010-11	\$5,100

It is further understood and agreed that if a teaching staff member reverts to five (5) teaching periods, the additional compensation shall not be paid on the basis of the reduced teaching assignment in the event such action should occur midyear, the additional compensation shall be prorated. Any high school or middle school (grades 6-12) classroom teaching assignment of six (6) periods per day but less than five (5) days per week shall also be prorated from the amount of additional compensation.

(b) The additional salary provided in paragraph 21.01.1 (a) shall be increased by:

**\$400** for 2008-09 and shall remain such for the duration of the agreement for all high school teachers assigned to teach six (6) periods and who are assigned a duty period. If the period is cafeteria duty, the additional salary in paragraph 21.01.1 (a) shall be increased by:

**\$800** for 2008-09 and shall be increased to \$825 for 2009-10 and 2010-11.

Commencing in 2008-09 all Middle School teachers who are assigned a cafeteria duty shall receive an additional stipend of \$400 annually.

If a teacher is assigned a duty period for less than the full year, this additional stipend shall be prorated on the basis of the number of months and fractional parts of months rounded to the nearest full month to ten (10). If a teacher is assigned a duty period for less than five (5) days per week, this additional stipend shall be prorated on the basis of the number of days per week assigned the duty period to five (5). Such additional stipend shall be included as part of pension eligible compensation.

- (c) Effective September 1, 2002, the high school librarian shall be available to work an additional forty-five (45) minutes at the end of his/her normal workday. The librarian shall be compensated at the rate set forth in paragraph 21.10 on those days worked. The compensation shall be pension eligible.
- 21.01.2 The placement of future hires on a specific step on the salary guide shall be in accordance with the offer of the Board and as accepted by the individual in the initial employment by the Board. They will then follow the pattern as negotiated by the Association and Board for all the members of the unit.
- 21.01.3 Those employees on Board approved unpaid leave for less than ninety (90) school days in any contract year, shall be considered to have uninterrupted service for purposes of progression on the salary guide.
- 21.01.4 The employees with Board approved unpaid leave in excess of ninety (90) school days in any contract year, shall be considered to have a one (1) year interruption in service. Upon return they shall be placed on the same salary step at the time the leave began.
- 21.01.5 If the unpaid leave as described in 21.01.4 is extended into a second school year, and thus results in an interruption of service of two (2) years, the same step guide placement shall prevail.
- 21.02 All elementary teachers including special education elementary teachers, Central-Five teachers and Interventist who hold mandated parent-teacher conferences shall be compensated additional salary in the amount of \$425. (AAP, Basic Skills Teachers). Art, Music, and Physical Education Teachers are not eligible for this additional salary.
- 21.03 All compensation for coaching shall be in accordance with the attached schedules. (Schedule G)
- 21.04 Intramural salaries shall be in accordance with the attached schedules. (Schedule H)
- 21.05 Extracurricular activities salaries shall be in accordance with the attached schedules. (Schedule F)
- 21.06 Those teachers employed as guidance counselors shall receive as salary to amount set forth on the appropriate teachers salary guide (Schedule A), according to their class and level, plus a sum equal to 1/200 of their annual salary, per diem, in exchange for working up to five (5) additional days over and above the number of days classroom teachers work. It is understood that the Superintendent has discretion to assign days, and that the actual number of days may be less than five (5). Further, the days to be worked shall be selected by the Superintendent.

21.07 Those teachers employed as Guidance Counselors, Child Study Team members (Psychologists, LDTC, Speech Teachers, Social Workers, OT/PT, Transitional Coordinator) SAC Coordinator and Attendance Officers shall receive salary as set forth on the Teachers Guide (Schedule A), plus \$1000 in 2008-09 and 2009-10. Such amount shall be increased to \$2000 in 2010-11.

In addition to his/her base salary, the High School Testing Coordinator shall receive an additional \$2000 for 2008-09 and 2009-10. Such amount shall increase to \$3000 for 2010-11.

21.07.1 When a teacher is required by administration to cover a class for an absent teacher, and the covering teacher is thusly deprived of unassigned time, said teacher shall be compensated for such time at the rate of twenty (\$20.00) dollars per period to \$22 per period in 2009-10 and shall remain such in 1010-11. Teacher duty assignments shall not be for the purpose of covering for an absent teacher without compensation.

21.08 Any new non-degree teacher accepting employment in the district shall be placed on an initial step of the attached guide (Schedule D) at such point as may be agreed upon by the employee and the Board.

21.09 Teachers who may be required to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the allowable IRS rate, unless set lower by state statute.

21.10 NJASK, GEPA, HSPA and DEPA shall be compensated per session:

2008-09	\$36.05
2009-10	\$37.13
2010-11	\$38.25

Unless paid higher by federal, state, or other grant money.

21.11 Schedules for teachers shall be construed and interpreted in accordance with Articles 21.12 and 21.12.1.

21.12 The Board may withhold any salary increase from any employee upon recommendation of the Superintendent and with the approval of the Board of Education. Employees shall have such rights as are bestowed upon them by law and any legal right shall not be abrogated.

21.12.1 Teachers changing class in accordance with Board rules are entitled to the change in class money plus step advance. All such adjustments will take place at the beginning of the school year in which the proof of the qualifying credits are presented to the Board which must be submitted no later than September 15th in the school year for which the class change is requested.

- 21.13 All secretaries shall receive salaries according to the following schedules attached hereto as Schedules B-1, 2 & 3.
- 21.13.1 The High School Principal's secretary shall receive in addition to regular salary, a stipend of one thousand four hundred forty (\$1,440.00) dollars each school year, as long as that person was hired into that position prior to September 28, 2005.
- 21.13.2 Secretary to the Principal of each Middle School shall receive in addition to regular salary, a stipend of seven hundred eighty (\$780.00) dollars each school year, as long as that person was hired into that position prior to September 28, 2005.
- 21.14 Security Monitors shall receive salaries in accordance with Schedule E. It is understood that the term "certified" security monitor shall mean that the employee is eligible for and holds a valid New Jersey Substitute Teacher Certificate.
- 21.15 The head bookkeeper for Federal projects shall receive a salary according to the following Schedule B.
- 21.15.1 All ten (10) month educational clerks shall receive salaries according to Schedule B.
- 21.16 Secretaries moving from full time ten (10) months to full time twelve (12) months shall receive a twenty (20%) percent increase based on their ten (10) month salary and be placed on the nearest step on the twelve (12) month guide, not to exceed the maximum salary step on the twelve (12) month guide.
- 21.16.1 Any individual moving from full time ten (10) month clerk to full time ten (10) month secretary shall receive a ten (10%) percent increase based on their 10-month clerk salary and be placed on the nearest step on the ten (10) month secretary guide. If a clerk moves to a twelve (12) month secretary they shall receive a twenty (20%) percent increase based on their ten (10) month clerk salary and be placed on the nearest step on the twelve (12) month secretary guide.
- 21.16.2 Any classroom assistant moving from a full time ten (10) month position to either a full time ten (10) month clerk or full time ten (10) month secretary position shall receive a fifteen (15%) percent salary increase and be placed on the nearest step on the ten (10) month clerk or ten (10) month secretary salary column, not to exceed the maximum salary on the column.
- 21.16.3 Any classroom assistant moving from a full time ten (10) month position to a full time twelve (12) month secretary position shall receive a twenty (20%) percent salary increase and be placed on the nearest step on the twelve (12) month secretary salary column, not to exceed the maximum salary on the column.

- 21.17 Classroom assistants shall receive payment according to the attached schedules. (Schedule C)
- 21.17.1 Classroom assistants who have earned approved college and/or in-service credits shall receive full credit for such, with the following additions to their salaries:

<u>Credits</u>	<u>Amount</u>
10-40	\$400.00
41-55	\$675.00
56-70	\$900.00
71-85	\$1,000.00
86+	\$1,150.00

One credit shall be granted for every three hours of in-service training or three hours of approved PD training. All in-service credits accumulated can be applied at each level of the salary guide.

- 21.18 Teachers who receive an earned doctoral degree in education or related to education from an accredited university or college shall receive salary in addition to the amount set forth on the appropriate salary guide the sum of one thousand (\$1,000.00) dollars.
- 21.19 Employees who have served a minimum of fifteen (15) years of service in the district shall be entitled not more than three (3) months after retire and collecting a TPAF or PERS pension for retirement to payment for all accumulated sick leave days that remain unused at the date of resignation. A year of service is defined as a full year of work during which sick days were accumulated. Years of leave or parts thereof, with or without pay, shall not be counted as service times. The rate of payment shall be twenty-five (\$25.00) dollars per full day.
  - 21.19.1 Any employee eligible for payment under paragraph 21.19 who declares or has declared his/her intention to retire and collecting a TPAF or PERS pension for retirement shall be entitled to seventy-five (\$75.00) dollars per full unused sick day if he/she declares in writing not later than March 15<sup>th</sup> of the same school year of his/her intention to resign effective on or before June 30<sup>th</sup> in the respective school year the written notice was submitted.
  - 21.19.2 If an employee is otherwise qualified for payment under 21.19 or 21.19.1 but dies or becomes totally disabled as certified by the state pension fund, the payment shall also be made with the waiting period being waived. In the event of death, the payment shall be made to the estate of the deceased employee upon proper claim being made.
  - 21.19.3 All payments for accumulated sick leave reimbursement as specified in Article 21.19 or Article 21.19.1 will be a post retirement employer

contribution and all deferred compensation will be made to an appropriate 403(b) plan in accordance with mandated guidelines. The initial payment will be made within sixty (60) days of retirement and will be the maximum payment allowable by law. All remaining payments will be made at their maximum level and within sixty (60) days of the beginning of a new calendar year. The overall length of the deferred payment shall not exceed three (3) years.

- 21.20 The Board shall make available a summer payment plan for ten (10) month employees in accordance with N.J.S.A. 29-3.
- 21.21 Frank Gerber's salary shall be increased by the same percent as clerical salaries.

**ARTICLE 22 - TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of September 2008 and shall remain in full force and effect through August 31, 2011.

\_\_\_\_\_ Date: \_\_\_\_\_  
Linda Gaglione, President  
Board of Education, Township of Union

\_\_\_\_\_ Date: \_\_\_\_\_  
James J. Damato, Secretary  
Board of Education, Township of Union

\_\_\_\_\_ Date: \_\_\_\_\_  
Brian Shanahan, President  
Union Township Education Association

\_\_\_\_\_ Date: \_\_\_\_\_  
Nicole Ahearn, Secretary  
Union Township Education Association

## **SIDE BAR AGREEMENT**

The Board agrees that the maximum teacher load, excluding Physical Education and Music teachers, shall not exceed one hundred and forty-five (145) students per day.

**SCHEDULE A  
UNION TOWNSHIP TEACHERS  
SALARY GUIDES MOVEMENT PATTERN**

<b>2007-08 STEP</b>	<b>2008-09 STEP</b>	<b>2009-10 STEP</b>	<b>2010-11 STEP</b>
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
<b>MAXIMUM LEVELS</b>			
			R
		Q	Q
	P	P	P
O	O	O	O
N	N	N	N
M	M	M	M
L	L	L	L
K	K	K	K
J	J	J	J
I	I	I	I
H	H	H	H
G	G	G	G
F	F	F	F
E	E	E	E
D	D	D	D
C	C	C	C
B	B	B	B
A	A	A	A

<b>UNION TOWNSHIP TEACHERS</b>			
<b>SALARY GUIDE FOR 2007-08</b>			
<b>Step</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
1	47,280	51,372	55,935
2	47,596	51,694	56,261
3	47,868	51,966	56,533
4	48,142	52,239	56,807
5	48,418	52,524	57,090
6	48,707	52,821	57,383
7	49,006	53,128	57,688
8	49,312	53,436	57,996
9	49,619	53,741	58,300
10	49,930	54,055	58,614
11	50,243	54,364	58,925
12	50,558	54,683	59,243
13	50,882	55,003	59,562
14	51,384	56,345	62,509
15	53,908	59,354	65,659
<b>MAXIMUM LEVELS</b>			
R	56,391	62,086	68,682
Q	58,393	64,292	71,121
P	60,438	66,541	73,611
O	61,397	67,598	74,780
N	63,145	69,524	76,907
M	64,470	71,196	78,579
L	65,864	72,735	80,275
K	67,342	74,370	82,078
J	68,860	76,048	83,934
I	70,531	77,890	85,961
H	72,056	79,579	87,828
G	73,440	81,102	89,509
F	75,901	83,753	92,337
E	78,039	86,071	94,827
D	80,839	88,870	97,630
C	81,275	89,729	98,351
B	83,004	91,614	100,218
A	87,069	95,261	103,121

<b>UNION TOWNSHIP TEACHERS</b>			
<b>SALARY GUIDE FOR 2008-09</b>			
<b>Step</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
1	49,447	53,539	58,102
2	49,763	53,861	58,428
3	50,035	54,133	58,700
4	50,309	54,406	58,974
5	50,585	54,691	59,257
6	50,874	54,988	59,550
7	51,173	55,295	59,855
8	51,479	55,603	60,163
9	51,786	55,908	60,467
10	52,097	56,222	60,781
11	52,410	56,531	61,092
12	52,725	56,850	61,410
13	53,049	57,170	61,729
14	53,551	58,512	64,676
15	56,075	61,521	67,826
<b>MAXIMUM LEVELS</b>			
S	57,075	62,521	68,826
R	58,365	64,259	71,086
Q	60,437	66,542	73,610
P	62,553	68,870	76,187
O	63,546	69,964	77,397
N	65,355	71,957	79,599
M	66,726	73,688	81,329
L	68,169	75,281	83,085
K	69,699	76,973	84,951
J	71,270	78,710	86,872
I	73,000	80,616	88,970
H	74,218	81,966	90,463
G	75,643	83,535	92,194
F	78,178	86,266	95,107
E	80,380	88,653	97,672
D	83,264	91,536	100,559
C	83,713	92,421	101,302
B	85,494	94,362	103,225
A	89,681	98,119	106,215

<b>UNION TOWNSHIP TEACHERS</b>			
<b>SALARY GUIDE FOR 2009-10</b>			
<b>Step</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
1	51,842	55,934	60,497
2	52,158	56,256	60,823
3	52,430	56,528	61,095
4	52,704	56,801	61,369
5	52,980	57,086	61,652
6	53,269	57,383	61,945
7	53,568	57,690	62,250
8	53,874	57,998	62,558
9	54,181	58,303	62,862
10	54,492	58,617	63,176
11	54,805	58,926	63,487
12	55,120	59,245	63,805
13	55,444	59,565	64,124
14	55,946	60,907	67,071
15	56,946	61,907	68,071
<b>MAXIMUM LEVELS</b>			
T	58,038	63,674	70,200
S	59,073	64,709	71,235
R	60,407	66,508	73,574
Q	62,552	68,871	76,187
P	64,743	71,280	78,854
O	65,770	72,413	80,106
N	67,643	74,476	82,385
M	69,062	76,267	84,176
L	70,555	77,916	85,993
K	72,138	79,667	87,924
J	73,765	81,465	89,912
I	75,555	83,438	92,084
H	76,444	84,425	93,177
G	77,912	86,041	94,960
F	80,523	88,854	97,960
E	82,792	91,313	100,602
D	85,762	94,282	103,576
C	86,225	95,193	104,341
B	88,059	97,193	106,321
A	92,372	101,062	109,401

<b>UNION TOWNSHIP TEACHERS</b>			
<b>SALARY GUIDE FOR 2010-11</b>			
<b>Step</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
1	54,272	58,364	62,927
2	54,588	58,686	63,253
3	54,860	58,958	63,525
4	55,134	59,231	63,799
5	55,410	59,516	64,082
6	55,699	59,813	64,375
7	55,998	60,120	64,680
8	56,304	60,428	64,988
9	56,611	60,733	65,292
10	56,922	61,047	65,606
11	57,235	61,356	65,917
12	57,550	61,675	66,235
13	57,874	61,995	66,554
14	58,376	63,337	69,501
15	59,376	64,337	70,501
<b>MAXIMUM LEVELS</b>			
U	60,376	65,337	71,501
T	60,940	66,858	73,710
S	61,140	66,974	73,728
R	62,522	68,836	76,149
Q	64,741	71,282	78,853
P	67,009	73,775	81,614
O	68,072	74,947	82,910
N	70,010	77,083	85,268
M	71,479	78,936	87,122
L	73,025	80,643	89,002
K	74,663	82,455	91,001
J	76,346	84,316	93,059
I	78,199	86,358	95,306
H	78,738	86,958	95,972
G	80,250	88,622	97,809
F	82,939	91,519	100,899
E	85,275	94,052	103,620
D	88,335	97,111	106,683
C	88,811	98,049	107,471
B	90,701	100,109	109,511
A	95,143	104,094	112,683

**SCHEDULE B  
UNION TOWNSHIP CLERICAL STAFF  
SALARY GUIDES MOVEMENT PATTERN**

2007-08 STEP	2008-09 STEP	2009-10 STEP	2010-11 STEP
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
<b>MAXIMUM LEVELS</b>			
			N
		M	M
	L	L	L
K	K	K	K
J	J	J	J
I	I	I	I
H	H	H	H
G	G	G	G
F	F	F	F
E	E	E	E
D	D	D	D
C	C	C	C
B	B	B	B
A	A	A	A

<b>UNION TOWNSHIP CLERICAL STAFF</b>			
<b>SALARY GUIDE FOR 2007-08</b>			
<b>Step</b>	<b>10 MO. ED. CL</b>	<b>10 MO SEC</b>	<b>12 MO SEC</b>
1	20,678	33,452	43,253
2	20,878	33,577	43,413
3	21,078	33,702	43,573
4	21,278	33,827	43,733
5	21,483	33,953	43,893
6	21,695	34,079	44,054
7	21,950	34,204	44,222
8	22,224	34,338	44,396
9	22,511	34,483	44,573
10	22,816	34,629	44,754
11	23,121	34,774	44,935
12	23,430	35,039	45,255
13	23,741	35,302	45,591
14	24,368	35,561	45,940
15	24,936	35,801	46,195
<b>MAXIMUM LEVELS</b>			
N	25,614	36,460	47,048
M	26,158	36,971	47,709
L	26,723	37,390	48,245
K	27,677	37,675	48,609
J	28,850	38,950	49,631
I	29,911	40,393	51,467
H	30,806	41,598	53,007
G	31,724	42,841	54,480
F	32,547	43,949	55,789
E	33,195	45,268	57,325
D	33,916	46,625	58,869
C	34,716	48,022	
B	35,011	51,353	
A	37,139	51,717	

<b>UNION TOWNSHIP CLERICAL STAFF</b>			
<b>SALARY GUIDE FOR 2008-09</b>			
<b>Step</b>	<b>10 MO. ED. CL</b>	<b>10 MO SEC</b>	<b>12 MO SEC</b>
1	22,103	34,877	45,096
2	22,303	35,002	45,255
3	22,503	35,127	45,415
4	22,703	35,252	45,575
5	22,908	35,378	45,735
6	23,120	35,504	45,896
7	23,375	35,629	46,064
8	23,649	35,763	46,238
9	23,936	35,908	46,415
10	24,241	36,054	46,596
11	24,546	36,199	46,776
12	24,855	36,464	47,095
13	25,166	36,727	47,431
14	25,793	36,986	47,781
15	26,361	37,226	48,034
<b>MAXIMUM LEVELS</b>			
O	26,461	37,826	48,634
N	26,639	37,918	48,930
M	27,204	38,450	49,617
L	27,792	38,886	50,175
K	28,784	39,182	50,553
J	30,004	40,508	51,616
I	31,107	42,009	53,526
H	32,038	43,262	55,127
G	32,993	44,555	56,659
F	33,849	45,707	58,021
E	34,523	47,079	59,618
D	35,273	48,490	61,224
C	36,105	49,490	
B	36,411	53,407	
A	38,625	53,786	

<b>UNION TOWNSHIP CLERICAL STAFF</b>			
<b>SALARY GUIDE FOR 2009-10</b>			
<b>Step</b>	<b>10 MO. ED. CL</b>	<b>10 MO SEC</b>	<b>12 MO SEC</b>
1	23,618	36,392	47,054
2	23,818	36,517	47,214
3	24,018	36,642	47,374
4	24,218	36,767	47,534
5	24,423	36,893	47,694
6	24,635	37,019	47,855
7	24,890	37,144	48,023
8	25,164	37,278	48,197
9	25,451	37,423	48,373
10	25,756	37,569	48,554
11	26,061	37,714	48,734
12	26,370	37,979	49,052
13	26,681	38,242	49,388
14	27,308	38,501	49,738
15	27,408	38,741	49,989
<b>MAXIMUM LEVELS</b>			
P	27,508	38,941	50,189
O	27,608	39,339	50,579
N	27,708	39,435	50,887
M	28,292	39,988	51,602
L	28,904	40,441	52,182
K	29,935	40,749	52,575
J	31,204	42,128	53,681
I	32,352	43,689	55,667
H	33,320	44,992	57,332
G	34,313	46,337	58,926
F	35,203	47,535	60,341
E	35,904	48,962	62,003
D	36,684	50,430	63,673
C	37,549	51,941	
B	37,868	55,543	
A	40,170	55,937	

<b>UNION TOWNSHIP CLERICAL STAFF</b>			
<b>SALARY GUIDE FOR 2010-11</b>			
<b>Step</b>	<b><u>10 MO. ED. CL</u></b>	<b><u>10 MO SEC</u></b>	<b><u>12 MO SEC</u></b>
1	25,278	38,052	49,201
2	25,478	38,177	49,361
3	25,678	38,302	49,520
4	25,878	38,427	49,680
5	26,083	38,553	49,840
6	26,295	38,679	50,000
7	26,550	38,804	50,169
8	26,824	38,938	50,343
9	27,111	39,083	50,519
10	27,416	39,229	50,699
11	27,721	39,374	50,879
12	28,030	39,639	51,196
13	28,341	39,902	51,532
14	28,968	40,161	51,883
15	29,068	40,401	52,131
<b>MAXIMUM LEVELS</b>			
Q	29,168	40,501	52,231
P	29,268	40,601	52,331
O	29,368	40,913	52,602
N	29,468	41,013	52,923
M	29,568	41,587	53,666
L	30,060	42,059	54,269
K	31,133	42,379	54,679
J	32,452	43,813	55,828
I	33,646	45,437	57,893
H	34,653	46,792	59,626
G	35,685	48,190	61,283
F	36,611	49,437	62,755
E	37,340	50,920	64,483
D	38,151	52,447	66,220
C	39,051	54,018	
B	39,383	57,765	
A	41,776	58,175	

**SCHEDULE C  
UNION TOWNSHIP TEACHER ASSISTANTS  
SALARY GUIDES MOVEMENT PATTERN**

2007-08 STEP	2008-09 STEP	2009-10 STEP	2010-11 STEP
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
<b>MAXIMUM LEVELS</b>			
			K
		J	J
	I	I	I
H	H	H	H
G	G	G	G
F	F	F	F
E	E	E	E
D	D	D	D
C	C	C	C
B	B	B	B
A	A	A	A

<b>UNION TOWNSHIP TEACHER ASSISTANTS</b>				
<b>SALARY GUIDE</b>				
<b>Step</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
1	16,583	17,188	17,828	18,503
2	16,853	17,458	18,098	18,773
3	17,125	17,730	18,370	19,045
4	17,403	18,008	18,648	19,323
5	17,680	18,285	18,925	19,600
6	17,973	18,578	19,218	19,893
7	18,271	18,876	19,516	20,191
8	18,581	19,186	19,826	20,501
9	18,896	19,501	20,141	20,816
10	19,213	19,818	20,458	21,133
11	19,539	20,144	20,784	21,459
12	19,869	20,474	21,114	21,789
13	20,207	20,812	21,452	22,127
14	20,544	21,149	21,789	22,464
15	20,994	21,599	22,239	22,914
<b>MAXIMUM LEVELS</b>				
N				23,062
M			22,355	23,182
L		21,729	22,489	23,321
K	21,630	22,387	23,171	24,028
J	22,167	22,943	23,746	24,624
I	23,052	23,859	24,694	25,608
H	23,355	24,172	25,018	25,944
G	24,332	25,184	26,065	27,029
F	25,293	26,178	27,094	28,097
E	26,173	27,089	28,037	29,075
D	27,077	28,025	29,006	30,079
C	28,062	29,044	30,061	31,173
B	28,758	29,765	30,806	31,946
A	29,471	30,502	31,570	32,738



SCHEDULE E

SECURITY MONITORS SALARIES

(HOURLY RATES)

	2007-08	2008-09	2009-10	2010-11
CERTIFIED	\$32.24	33.20	34.20	35.22
NON-CERTIFIED	\$23.62	24.33	25.06	25.82

SCHEDULE F-1				
EXTRA-CURRICULAR SALARY GUIDE				
Union High School		2008-09	2009-10	2010-11
Advisors				
	Freshman (1)	704	725	747
	Sophomore (2)	704	725	747
	Junior (3)	1063	1095	1127
	Senior (4)	1421	1464	1508
	Student Council	1069	1101	1134
Club Advisors				
	DECA (1)	1128	1162	1197
	FBLA (1)	1128	1162	1197
	National Honor Society (2)	1128	1161	1196
	Optimist Club	1128	1161	1196
	Future Health Care Workers (1)	1128	1162	1197
	Key (1)	1128	1162	1197
	Interact Club	1128	1161	1196
	VICA/TSA	1128	1162	1197
	Teen Fit	1128	1162	1197
	School Paper (2) (div.2)	2236	2303	2372
	School Play	2236	2303	2372
	School Treasurer	894	921	949
	School Athletics Treasurer	894	921	949
	Prom Coordinator/Senior (1)	698	719	740
	Yearbook	3142	3237	3334
	Band Camp (4)	430	443	456
	Band Director (1)	4062	4184	4309
	Band Assistant Director (2)	2816	2901	2988
	Band Front Coordinator (1)	3227	3324	3424
	Band Front Assistant (2)	2816	2901	2988
	Band Drill Writer (1)	1056	1088	1120
	Band Music Arranger (1)	1056	1088	1120
	Spring Marching Band Director	724	745	768
	Assistant Band Director (2)	502	517	533
	Color Guard Coordinator	574	591	609
	Color Guard Assistant	502	517	533
	School Musical Director	2256	2323	2393
	ROTC Drill Instructor	2256	2323	2393
	Assistant Director	1806	1860	1916

SCHEDULE F-1 (continued)				
EXTRA-CURRICULAR SALARY GUIDE				
Union High School		2008-09	2009-10	2010-11
Club Advisors	(continued)			
	Pit Orchestra Director	1213	1249	1286
	Head Cheerleader Advisor	2600	2675	2760
	Assistant Cheerleader Advisor	2107	2171	2236
	Choreographer	652	672	692
	Stage Production Director	1147	1182	1217
	Props/Scenery	724	745	768
	Make-up/Costumes	580	598	616
	Piano Accompanist Staff	430	443	456
	Publicity Director	222	228	235
	Stage Control	293	302	311
	Lighting	222	228	235
Other Advisors				
	Concert Choir	939	967	996
	Singing Strings	939	967	996
	All State Tryouts (per hour)	16	17	17
	Twirlers (1)	2373	2424	2518
	Cheerleaders/Varsity/JV (3)	2236	2303	2372
Other Assignments				
	Monitors/Outside (1) (per hour)	20.94	21.57	22.22
SCHEDULE F-2				
EXTRA-CURRICULAR SALARY GUIDE				
Middle Schools		2008-09	2009-10	2010-11
Advisors				
	Student Council (1 each)	780	803	827
	School Newspaper (1 each)	1102	1136	1170
	School Treasurer (1 each)	932	960	988
	School Yearbook (1 each)	1470	1514	1559
	Twirlers (1 each)	1267	1305	1344
	Cheerleaders (1 each)	1267	1305	1344
	Junior National Honor Society	550	566	583

SCHEDULE F-2 (continued)				
EXTRA-CURRICULAR SALARY GUIDE				
	Extra -Curricular Clubs			
A. The following Advisors shall be paid:		2008-09	2009-10	2010-11
	First year as advisor	199	205	211
	Second year as advisor	298	307	316
	Third year as advisor	397	409	422
Union High School				
	Anime Club			
	Challenge Club			
	Chemistry Olympics			
	Chess Club			
	Dance Club			
	Debating Club			
	Ecology Club			
	Electronics Club			
	French Club			
	French National Honor Society			
	German Club			
	German National Honor Society			
	Intercultural Club			
	Model UN Club			
	National Art Honor Society			
	Panasonic Competition			
	Physics Olympics			
	Science Bowl			
	Science League/Chemistry			
	Science League/Physics			
	Ski Club			
	Spanish Club			
	Spanish National Honor Society			
	Usher Squad			
Burnet Middle School				
	Art Club			
	Baseball Card Club			

SCHEDULE F-2 (continued)				
EXTRA-CURRICULAR SALARY GUIDE				
	Builders' Club			
	Chess & Checkers Club			
	Drama Club (2)			
	Environmental Action			
	French Club			
	German Club			
	Holiday Announcements & Speech Writing			
	Homework Alliance (10)			
	Jazz ensemble			
	Keyboard Club			
	Math Club/Calculator Fun			
	Natural Helpers (2)			
	Smile/Sewing Club			
	Spanish Club			
	Special Olympics			
	Stage Crew			
	Theater Club (2)			
	Yearbook Photography			
Kawameeh Middle School				
	Art Club			
	Designer's Club			
	Junior Optimist Club			
	Natural Helpers (2)			
	Paw Pals			
	Peer Tutoring			
	Theater Club			
	Walking Club			

SCHEDULE F-2 (continued)				
EXTRA-CURRICULAR SALARY GUIDE				
	Extra -Curricular Clubs			
B. The following advisors shall be paid:		2008-09	2009-10	2010-11
	First year as advisor	397	409	422
	Second year as advisor	497	512	527
	Third year as advisor	596	614	632
Union High School				
	Intercultural Student Organization (2)			
	Literary Magazine			
Burnet Middle School				
	Builders Club			
	Library Club			
	Wildlife Preservation			
Kawameeh Middle School				
	Builders Club			
	Library Assistants			
	School Store			
	Drama Club (4)			
Other Assignments				
	Monitors/Outside-Inside (1) (per hour)	20.94	21.57	22.22
Central- Five				
	Monitors/Outside-Inside (1) (per hour)			
District				
	Audio Visual Coordinators - Building Level:			
	All Schools	939	967	996
	Audio Visual Bookkeeper (1)	1532	1578	1625
	Saturday Detention	130	134	138
	(4 hours per Saturday; Number: as required)			

<b>SCHEDULE G</b>				
<b>COACHING SALARY GUIDES</b>				
<b>2008-09</b>				
<b>Union High School</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	
<b><u>Class A</u></b>	Head Football			
	\$6,696	\$7,921	\$10,379	
<b><u>Class B</u></b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball, Swimming			
	\$5,255	\$5,861	\$7,100	
<b><u>Class C</u></b>	Assistant Football Coach			
	\$4,270	\$4,922	\$6,754	
<b><u>Class D</u></b>	Head Coaches: Cross Country, Tennis, Gymnastics Assistant Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball			
	\$3,664	\$4,270	\$5,496	
<b><u>Class E</u></b>	Head Coaches: Bowling, Golf			
	\$3,351	\$3,970	\$5,216	
<b><u>Class F</u></b>	Assistant Coaches: Gymnastics, Freshman Football			
	\$2,419	\$3,051	\$4,277	
<b><u>Trainer Stipend:</u></b>	\$2,164			
<b>Middle Schools</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	
<b><u>Class A</u></b>	Head Football			
	\$3,345	\$3,970	\$5,216	
<b><u>Class B</u></b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey			
	\$2,419	\$3,051	\$4,277	
<b><u>Class C</u></b>	Assistant Football Coaches			
	\$1,871	\$2,373	\$3,664	

<b>SCHEDULE G (Continued)</b>						
<b>COACHING SALARY GUIDES</b>						
2008-09						
<b>Middle Schools</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
<b>Class D</b>	Head Coaches: Cross Country					
	Assistant Coaches: Soccer, Basketball, Wrestling, Track					
		\$1,239		\$1,878		\$3,051
<b>Trainer, MS Football:</b>		\$606		\$1,239		\$1,871
<b>SCHEDULE H</b>						
<b>EXTRA CURRICULAR SALARY GUIDE</b>						
2008-09						
<b>INTRAMURALS</b>						
		<b>1/3 per session</b>				
<b>Union High School &amp; Middle Schools</b>						
		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
		\$2,966		\$3,279		\$3,612
<b>Central Five</b>		\$3,038				

<b>SCHEDULE G</b>					
<b>COACHING SALARY GUIDES</b>					
<b>2009-10</b>					
<b>Union High School</b>		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
<b>Class A</b>	Head Football				
		\$6,896		\$8,159	\$10,690
<b>Class B</b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball, Swimming				
		\$5,412		\$6,037	\$7,313
<b>Class C</b>	Assistant Football Coach				
		\$4,398		\$5,070	\$6,957
<b>Class D</b>	Head Coaches: Cross Country, Tennis, Gymnastics Assistant Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball				
		\$3,774		\$4,398	\$5,661
<b>Class E</b>	Head Coaches: Bowling, Golf				
		\$3,452		\$4,090	\$5,372
<b>Class F</b>	Assistant Coaches: Gymnastics, Freshman Football				
		\$2,491		\$3,143	\$4,405
<b>Trainer Stipend:</b>		\$2,229			
<b>Middle Schools</b>		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
<b>Class A</b>	Head Football				
		\$3,445		\$4,090	\$5,372
<b>Class B</b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey				
		\$2,491		\$3,143	\$4,405
<b>Class C</b>	Assistant Football Coaches				
		\$1,927		\$2,444	\$3,774

<b>COACHING SALARY GUIDES</b>						
<b>2009-10</b>						
<b>Middle Schools</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
<b><u>Class D</u></b>	Head Coaches: Cross Country					
	Assistant Coaches: Soccer, Basketball, Wrestling, Track					
		\$1,276		\$1,934		\$3,143
<b><u>Trainer, MS Football:</u></b>		\$625		\$1,276		\$1,927
<b>SCHEDULE H</b>						
<b>EXTRA CURRICULAR SALARY GUIDE</b>						
<b>2009-10</b>						
<b>INTRAMURALS</b>						
<b>Union High School &amp; Middle Schools</b>						
		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
		\$3,055		\$3,378		\$3,720
<b>Central Five</b>		\$3,129				

<b>SCHEDULE G</b>					
<b>COACHING SALARY GUIDES</b>					
<b>2010-11</b>					
<b>Union High School</b>		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
<b>Class A</b>	Head Football				
		\$7,103		\$8,404	\$11,011
<b>Class B</b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball, Swimming				
		\$5,575		\$6,218	\$7,532
<b>Class C</b>	Assistant Football Coach				
		\$4,530		\$5,222	\$7,166
<b>Class D</b>	Head Coaches: Cross Country, Tennis, Gymnastics Assistant Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey, Volleyball				
		\$3,887		\$4,530	\$5,831
<b>Class E</b>	Head Coaches: Bowling, Golf				
		\$3,555		\$4,212	\$5,533
<b>Class F</b>	Assistant Coaches: Gymnastics, Freshman Football				
		\$2,566		\$3,237	\$4,537
<b>Trainer Stipend:</b>		\$2,296			
<b>Middle Schools</b>		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
<b>Class A</b>	Head Football				
		\$3,548		\$4,212	\$5,533
<b>Class B</b>	Head Coaches: Soccer, Basketball, Wrestling, Track (Winter/Spring), Baseball, Softball, Field Hockey				
		\$2,566		\$3,237	\$4,537
<b>Class C</b>	Assistant Football Coaches				
		\$1,985		\$2,518	\$3,887

<b>SCHEDULE G (Continued)</b>						
<b>COACHING SALARY GUIDES</b>						
<b>2010-11</b>						
<b>Middle Schools</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
<b>Class D</b>	Head Coaches: Cross Country					
	Assistant Coaches: Soccer, Basketball, Wrestling, Track					
		\$1,314		\$1,992		\$3,237
<b>Nurse, MS Football:</b>		\$643		\$1,314		\$1,985
<b>SCHEDULE H</b>						
<b>EXTRA CURRICULAR SALARY GUIDE</b>						
<b>2010-11</b>						
<b>INTRAMURALS</b>						
<b>Union High School &amp; Middle Schools</b>						
		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>
		\$3,147		\$3,479		\$3,832
<b>Central Five</b>		\$3,223				