

AGREEMENT

between

BERLIN TOWNSHIP BOARD OF EDUCATION

and

BERLIN TOWNSHIP EDUCATION ASSOCIATION

July 1, 2004 – June 30, 2007

PREAMBLE

This agreement entered into this first day of July 2004, by and between the Board of Education of Berlin Township hereinafter called the "Board" and the Berlin Township Education Association hereinafter called the "Association".

Article I **Recognition**

A. The Board hereby recognized the Association as the exclusive and sole representative for the purpose of collective negotiations pursuant to NJSA 34:13A-1 et seq., concerning term and conditions of employment for the unit of employees certified by New Jersey Public Employment Relation Commission on July 28, 1998, under PERC Docket Number RE-98-128.

Included in the unit are: All certified, non-supervisory employees. The parties agree that this description includes employees who are certified by the New Jersey Department of Education to be employed as classroom teachers, nurses, speech language specialists, guidance counselors, and child study team members (LDTC, school psychologist. and social worker).

Excluded from the unit are: Managerial executives, confidential employees and supervisory employees within the meaning of the PERC law; craft employees, non- professional employees, police employees, casual employees, support staff employees and all other employees such as substitute staff, including teachers, summer personnel.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all certificated educational employees represented by the Association in the negotiating unit as described above.

Article II **Negotiation of Successor Agreement**

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34: 13A-1 et seq, in a good-faith effort to reach agreement on all matters concerning the mandatory negotiable terms and conditions of teachers' employment. Any Agreement so negotiated shall apply to all teachers, be reduced to writing and shall only be valid when ratified by the Association and the Board. When ratified, the Agreement shall be signed by the parties.

B. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Negotiations shall commence no later then January 15 of the school year in which the agreement will expire.

D. Neither party shall have any control over the selection of the members of the other's negotiating team.

Article III **Grievance Procedure**

A. Definitions:

1. "Grievance"- a grievance is a claim by a teacher or Association based upon the interpretation, application or violation of this Agreement negatively affecting a teacher or group of teachers regarding the terms and conditions of employment.
2. "Aggrieved Person"- an "aggrieved person" is the person(s)making the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting teachers. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this shall not be conducted in public and shall only include such parties and their designated representatives.

C. Procedure:

1. A grievance must be initiated in writing by the aggrieved person and filed with the immediate supervisor within fifteen (15) school days from the time when the grievant knew or should have known of its occurrence. A school day shall be defined as any day in which school is in session for a four (4) hour period.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to initiate or appeal, as the case may be, a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
 - b. Any aggrieved person shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and affect thereof shall have been duly determined.
 - c. Time Limits-Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - d. The time limits may be extended by mutual consent.

e. Nothing herein shall prevent an employee from informally discussing potential grievances with his/her immediate supervisor in an attempt to resolve the matter informally.

Step One

f. After the grievance is filed as provided in c. above, the aggrieved person and the supervisor shall meet within seven (7) school days to discuss the matter. The supervisor shall respond in writing within five (5) school days thereafter.

Step Two

g. The aggrieved person, not later than seven (7) school days after receipt of the decision of his immediate supervisor, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:

1. The nature of the grievance.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of the previous discussions.
4. That portion of the immediate supervisor's decision that the grievant disputes.
5. Remedy sought.
6. The Superintendent shall meet with the aggrieved person and attempt to resolve the matter as quickly as possible, but within a period not to exceed seven (7) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the aggrieved person, to the Association, and the immediate supervisor within five (5) school days.

Step Three

h. If the grievance is not resolved to the aggrieved person's satisfaction, he/she, not later than five (5) school days after receipt of the Superintendents decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board.

i. The Board, or a committee thereof, shall review the grievance and meet with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the receipt of the appeal or within ten (10) school days of the date of the meeting. The referred to meeting shall be held within twenty (20) school days after the receipt of the appeal notice. In the event that the time periods are interrupted by a vacation period, school days shall mean calendar days, exclusive of Saturdays, Sundays, and holidays.

Step Four

j. If the decision of the Board or committee does not resolve the grievance to the satisfaction of the aggrieved person and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall advise the Board through the Superintendent, within fifteen (15) school days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen (15) school days thereafter. However, the Board's decision shall be final and binding on the grievance concerning:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of State Commissioner of Education, or
2. A complaint of a non-tenure teacher which arises by reason of his not being reemployed, or
3. A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required, or
4. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

D. Securing services of an arbitrator:

1. The following procedure shall be used to secure the services of an arbitrator:

- a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the P.E.R.C. to submit a second roster of names.
- c. If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.

2. The arbitrator shall limit him/her self to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between the parties. The recommendations of the arbitrator shall be advisory. Jurisdiction to resolve the issue shall rest solely with the arbitrator selected unless there is a question of arbitrability within the jurisdiction of the New Jersey Public Employment Relations Commission.

E. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants pending the outcome of the grievance. In the event a grievance relating to a disciplinary action is denied, the Board or Administration shall determine placement in the appropriate file(s).

Article IV **Management Rights**

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article V **Teacher Rights**

A. Whenever any teacher is requested to appear before an administrator, his/her designee, Board, any committee of the Board, or any agent thereof, concerning any matter which could adversely affect the continuation of the teacher's position, the said teacher shall be entitled to have a representative of the Association present during such proceedings. However, nothing herein shall entitle an employee to representation in matters involving the evaluation process and conferences related thereto.

B. Any complaints regarding a teacher made to any member of the Administration and/or the Board of Education by any parent, student or other person may, if made in writing, be promptly investigated by the Administration and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint. The complainant shall be identified to the teacher. If the complaint is verbal, the person making the complaint will be referred to the teacher for a teacher-parent conference. In the event of either a written or verbal complaint, the administrator may schedule a conference involving parent, teacher, and administrator in order to resolve said complaint.

C. The Board shall establish one official personnel file for each teacher, the location of which shall be in the offices of the Superintendent (the parties recognize that the business office maintains a file regarding payroll and benefit materials).

1. Teachers shall have the right, (at least three (3) school days notice) to review the contents of their personnel file, and to receive copies of any documents in the personnel file. A teacher shall be entitled to have a representative of the association accompany him/her during the review as long as the review does not interfere with teaching duties.

D. No teacher shall be discharged or disciplined without just cause as per NJSA 34: 13-A-1 et seq; except as provided by Title 18A.

E. Children of staff members who reside outside the sending district who are enrolled in the Berlin Township School District as of 9-1-04 may attend Berlin Township Schools free of tuition provided there is space.

Article VI **Association Rights**

A. The Association may use the interschool mailboxes and the faculty room bulletin board. No material may be placed in or on either unless it relates to Association business and has been authorized by the Association President. The use of district mailboxes does not include access to Internet or e-mail system.

B. The Board shall make available to the Association upon reasonable advance request in writing material which is generally available to members of the public. Costs related thereto shall be paid by the Association at \$.15 for each copy in excess of 150 sheets per year.

C. The Board shall permit the Association to use school buildings for meetings before or after the teacher workday upon reasonable advance request to the Superintendent, provided that the Superintendent determines that such use does not interfere with school operations.

D. The Board will supply the Association with a complete copy of Board policies and revisions when adopted and make copies of all Public Board minutes without cost to the Association. The Board will make available to the Association, for copying by the Association, Board policy books. In addition, the Board will provide a copy of the policy books that will be kept in the library.

E. Whenever any representatives of the Association or any unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

Article VII **Teacher Evaluations**

A. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved.

B. After each evaluation, the evaluator shall hold a conference with the teacher within ten (10) days to discuss performance and make recommendations for improvement. The teacher shall sign the evaluation report which shall be countersigned by the evaluator and a copy given to the teacher. The signature of the teacher on the report shall not imply agreement with its contents and the teacher may make comments or explanation with respect to the evaluation. Such comments shall not be binding on the administration.

C. A teacher shall be informed of any complaints regarding him/her made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating said teacher. If any entry is made in the teacher's file as a result of such complaint, the

teacher shall be given a copy of such entry within ten (10) days. Anonymous complaints shall not be entered in a teacher's file.

D. A teacher shall be informed of any derogatory material which may be placed in his/her personnel file. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement therewith. Teachers have the right to file a written response.

E. No employee shall be reprimanded in front of peers, parents or students.

Article VIII **Sick Leave**

A. Teachers shall be entitled to ten (10) sick days each school year. If a teacher is employed only part of the school year said teacher shall be entitled to sick days on a pro rata basis. When sick days are consumed, pay will no longer be received for days lost due to illness. Teachers steadily employed, but on a part-time basis, shall be accorded sick leave days on a pro rata basis.

B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Upon retirement, pursuant to TPAF definition, after at least twenty {20} years of service in the school district, teachers shall be reimbursed for unused accumulated sick days as follows:

Teachers shall receive ten percent (10%) of their per diem rate up to a maximum of \$4000.00.

1. Payment shall be made on or before July 15 of the school year following the school year in which the teacher retires, provided the teacher has informed the Board in writing of the retirement on or before October 1 of the school year of retirement. Failure to so inform the Board will result in the payment being delayed to the second July 15 following the school year in which retirement occurs.

Article IX **Temporary Leaves of Absence**

A. Teachers shall be eligible for three (3) personal, business days leave per school year with pay. These days shall not be used for recreation or pleasure and shall be available only for situations such as, but not limited to, house closings, weddings and/or graduation of family member, religious holidays, "once in a lifetime" event involving the teacher or his/her spouse or child, tending to assist member of the immediate family, death of a person not covered in the death in the family provisions or in the case of an emergency.

1. No personal business or personal day request will be granted for a work day immediately before or immediately after a day or period of days when school is not in session, except in the case of an emergency.

2. A request of the use of a personal business leave day shall be made in writing to the Superintendent at least (2) two teacher work days in advance of the requested date or in the case of an emergency, as soon as possible. The request shall set forth the reason for the personal leave day. The Superintendent and any member of his/her staff who may be involved in processing such requests shall not disclose such reason and shall hold it confidential.

3. Personal days shall not be cumulative, but any unused personal leave days shall at the end the school year be converted into sick days and shall accumulate as sick days.

B. Teachers may take other leaves of absence as set forth in the New Jersey Family Law or the Federal Family and Medical Leave Act, whichever is applicable.

C. The Board may grant other requested leaves of absence in accordance with its statutory discretion pursuant to Title 18A of the New Jersey Statutes.

D. Death in the Family

1. The time taken off under this paragraph must include the day of the funeral and, if more than one day is involved, the days must be taken consecutively.

2. Teachers shall be granted up to five (5) days off with pay in the event of the death of his/her spouse, child, parent or sibling. This shall include step-children and step-parents if there was a relationship of "in loco parentis" involving the teacher. Said days to be used within fifteen (15) days of the death. The Superintendent shall be notified in writing of the death as soon as possible. Signature of the employee certifies that the information supplied is accurate.

3. Teachers will be excused from duty with pay for a maximum of three (3) days in the event of a death of a mother-in-law or a father-in-law.

4. Teachers shall be granted up to two (2) days off with pay in the event of the death of a grandparent or a grandchild.

5. Teachers will be excused from duty with pay for a maximum of one (1) day for an aunt or uncle, brother-in-law or sister-in-law.

Article X

Extended Leaves of Absence

A. Disability and Child Rearing Leave

1. A teacher shall notify the Board of Education of pregnancy at least sixty (60) days prior to the requested disability or child rearing leave. At that time, the teacher shall indicate her anticipated date of return. This date, in the case of a child-rearing leave, shall be, at the teacher's option (if tenure), up to two (2) semesters.

2. Leaves in excess of two (2) semesters may be granted at the sole discretion of the Board of Education on a case-by-case basis.

3. A non-tenure teacher shall be granted a child rearing leave only if she is able to return on the next of the above dates occurring during her current contract year. If a non-tenure teacher requires child-rearing leave extending beyond her contract year, her re-hiring will be at the discretion of the Board of Education. Any child-rearing leave granted to a non-tenured teacher under this Article shall not count toward accrual of time for achieving tenure. If a non-tenure teacher cannot return on the next commencement date, permission for her returning during the contract year will be within the sole discretion of the Board of Education.

4. In the event of an adoption of a child under two (2) years of age, the teacher shall be entitled to the same leave as set forth above in paragraph A-1 of this Article. Where the child to be adopted is two (2) years old or older, a leave as set forth in paragraph A-1 of the Article shall be granted only if the adoption approval requires a leave of absence from employment.

B. A leave of absence without pay of up to one year shall be granted upon proper application to the Board of Education to tenure teachers for the purpose of caring for a sick member of teacher's immediate family. Additional leave may be granted at the discretion of the Board. Non-tenure teachers may, at the discretion of the Board, be awarded a leave of absence in the same manner and pursuant to the same conditions as stated above.

1. Upon initial application, the employee shall specify the tentative intended date of return to work which shall be confirmed at least thirty (30) days prior to such date. In the case of non-tenure teachers, such leave shall not extend beyond the end of the current academic year.

2. "Immediate family" is defined to mean spouse, child, step-child or parent.

C. All unused accumulated sick leave shall be restored upon a teacher's return from a leave of absence. All teachers shall be given the opportunity to maintain medical insurance under the plan maintained for the teachers by the Board of Education at the teacher's own expense during the term of any leave of absence, upon thirty (30) day written notice, "prior to leave" commencement, to the Board. Upon a teacher's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education with the same terms and conditions as maintained for other teachers. If a teacher has not maintained coverage under the Board of Education's plan during the term of the teachers leave of absence, the teacher shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.

D. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the teacher worked at least one-half the current school year plus one (1) day. If the teacher worked less than one-half the current school year plus one (1) day, he or she will return to the step the teacher was on when going on leave.

Article XI
Letter of Intent

A. Teachers who desire a change in assignment or a transfer to another building for the following school year may file, by March 1 of the current school year, a written statement with the Superintendent requesting the change.

Article XII
Protection of Teachers

A. The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of their duties in accordance with 18A.

Article XIII
Teacher Work Year

A. The work year shall be 184 days in 2004-2005, 185 days in 2005-2006, and 186 days in 2006-2007 for teachers and for those Child Study Team members who do not receive compensation for extended time. Pupil days shall be 180 days. The three (3) days added over the duration of the contract are to be used for professional development. Professional development should be meaningful and have teacher input. In years 2005-2006 and 2006-2007 one half (1/2) professional development day is to be set aside for the last day of school for classroom breakdown.

B. Any Child Study Team member required to work beyond 184 days in 2004-2005, 185 days in 2005-2006, and 186 days in 2006-2007 shall receive compensation at the rate of their per diem salary.

Article XIV
Teacher and Student Day

A. Teachers will be required to return after the end of the workday for the purpose of attending three evening sessions. One session for Back-to-School night, one session for fall conferences, one session for spring conferences. One additional evening may be required for 8th grade classroom teachers for 8th grade graduation.

B. All employees covered by this agreement shall have a minimum of a 30 (thirty) minute duty free lunch.

C. All administrative meetings, outside of the regular working hours will be held with two (2) school days notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the Administration to hold their meeting to one (1) hour or less.

D. Classroom preparation time and other non-pupil contact activities during enrichment periods when classes are being conducted by special subject area teachers shall be 150 min. per week. This practice of 150 minutes per week also applies to special subject area teachers. Every effort

shall be made by the Board to obtain sufficient substitutes to prevent the necessity of using teachers during special subject area class to cover for absent personnel. No meetings shall be scheduled during these prep times.

E. The work day for teachers and child study team members is seven (7) hours and the student day will be six (6) hours and twenty (20) minutes.

Article XV **Salaries**

A. Salaries of all teachers and other compensation are set forth in the Boards records and are on file in the Board office. The attached salary guides are for the duration of the contract.

B. Horizontal Movement

1. For horizontal movement on the salary guides, the courses submitted must be as follows:

- a. Graduate level courses relevant to the teaching profession;
- b. Courses in a graduate level degree program in which the teacher is matriculated and which program is relevant to teaching. In this setting undergraduate courses required by the program will be accepted, otherwise no undergraduate courses will be accepted.

2. To receive horizontal movement effective September 1 of the school year, the teacher must submit to the Superintendent by December 1 preceding, a notice of courses anticipated to be completed prior to September 1. Upon completion of the courses, proof thereof must also be submitted to the Superintendent no later than August 15th, immediately prior to the September 1st date.

3. There will be two opportunities for lateral movement on the salary guide. Increases approved by the board in October are retroactive to September 1st. Increases approved by the board in March are retroactive to February 1st.

C. Salaries shall be paid on a bi-monthly basis. Other compensation shall be paid as described in Schedule B.

D. When a payday falls on or during a school holiday or when school is closed for a reason other than for an emergency, teachers shall receive their pay checks on the last previous work day.

E. Each teacher shall receive his final pay on the last workday in June, provided that he has complied with all closing procedures as required by the Principal.

F. Teachers may elect to have their pay directly deposited in their bank accounts provided that they notify and submit the appropriate paperwork to the business office no later than August of the school year in which direct deposit will take place.

G. The Board agrees to permit the employees to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the employee and will forward all monies within five (5) working days following the pay from which the money is deducted.

H. Teachers performing after hours home instruction and summer school instruction at the request of the Administration will be paid at the rate of \$30.00 per hour for the life of the agreement.

I. Money earned for extra curricular activities (schedule B) home instruction and summer school shall be paid as earned.

J. Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all travel according to the current Internal Revenue Service mileage reimbursement schedule.

K. The Board shall pay the full cost of registration and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions attended by a teacher at the approved request of the teacher or at the request of the Administration or the Board.

L. Teachers that work on school curriculum in the summer or after the school work day will be compensated at a rate of \$30.00 per hour if authorized by the Superintendent.

M. In the 20th year of service to the district teachers shall receive a one-time longevity payment of \$700.00 to be issued in a separate check. This represents the established practice and procedure set forth by the district.

N. In the 25th year of service to the district teachers shall receive a one-time longevity payment of \$400.00 to be issued in a separate check.

Article XVI **Insurance**

A. The insurance plan shall be the Aetna/US Healthcare Quality Point of Service Program Inc. as outlined in Appendix A -covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a teacher eligible for family coverage.

The following changes are in effect for the duration of this contract.

1. New hires will receive Patriot V
2. Members in Patriot V stay there
3. Members in Patriot X will be “grandfathered” to stay there
4. Modify Patriot V to Option 2 effective 2004-2005
5. Modify Patriot X to Option 2 in 2004-2005 and 2005-2006

6. Modify Patriot X to Option 3 in 2006-2007

B. At a teacher's option, however, the Board of Education agrees to pay Prudential, or any other comparable plan approved by the Board for the full time employee in lieu of A above equaling 80% coverage of salary on disability plan.

C. The Board agrees to provide a deductible prescription plan as outlined in Appendix B. The plan shall include a mail order option and a generic group option with a deductible for the full time teacher and his/her family.

D. The Board agrees to provide a dental plan for the employee only as outlined in Appendix C.

Article XVII
Miscellaneous Provisions

A. If any provision of the Agreement or any application of it to any teacher or group of teachers is held to be contrary to law, then such a provision or application shall be deemed to be not valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

B. Any individual contracts between the Board and the individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Proposed changes in existing working conditions must be negotiated with the exclusive bargaining agents before they are established, as per 34: 13A-5.3.

D. All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least five (5) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

Article XVIII
Tuition Reimbursement

A. Effective upon ratification of this agreement there shall be a tuition reimbursement program established with the following conditions:

1. The course must be a graduate level course.
2. The course must be pre-approved by the superintendent.
3. The employee must receive a grade of "B" or better in the course.
4. Tuition reimbursement includes the entire contract year including summer courses.
5. The board will provide the following tuition reimbursement.

2004 - 2005 \$900.00 per member per year. \$10,000.00 limit for the year.

2005 - 2006 \$950.00 per member per year. \$15,000.00 limit for the year.

2006 - 2007 \$1,000.00 per member per year. \$20,000.00 limit for the year.

Article XIX
Extra Curricular Activities

- A. Schedule B, the extra-curricular guide is attached.
- B. Activities will be approved by the Principal, Superintendent and the Board of Education.
- C. All activities will have a “job” description. The Association may have input into the description.
- D. The activities list will be flexible.
 - 1. The district will not be required to provide every activity every year.
 - 2. The number of personnel needed may vary.
 - 3. New activities may be added.

Article XX
Duration of Agreement

- A. This agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007. In accordance with the

Association's right to negotiate over a successor agreement as provided in Article II, this agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.

B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed herein, all on the day and year first above written.

_____	_____	_____	_____
President of the Association	Date	President of the Board	Date

_____	_____	_____	_____
Secretary for the Association	Date	Secretary for the Board	Date

APPENDIX B

**PRESCRIPTION DRUG PROGRAM
BENEFITS SUMMARY
FULL FAMILY COVERAGE**

Effective July 1, 2004- June 30,2005

\$15/\$10 Generic Incentive Program

\$15/\$10 Mail Order

Includes: Oral contraceptive, injectable, prescription vitamins, Retin-A w/diagnosis, anti-obesity drugs, needles & syringes: All drugs and insulin, smoking cessation, aids on mail order.

Excludes: Fertility drugs, Rogaine, genetically engineered drugs

Dependent Children – 23 years, at the end of the calendar does not need to be student.

Dispensing Quantities

Number of days supply 34

Number Unit dose 100

Whichever is greater

APPENDIX B

PRESCRIPTION DRUG PROGRAM BENEFITS SUMMARY FULL FAMILY COVERAGE

Effective July 1, 2005- June 30,2007

\$20/\$10 Generic Incentive Program

\$20/\$10 Mail Order

Includes: Oral contraceptive, injectable, prescription vitamins, Retin-A w/diagnosis, anti-obesity drugs, needles & syringes: All drugs and insulin, smoking cessation, aids on mail order.

Excludes: Fertility drugs, Rogaine, genetically engineered drugs

Dependent Children – 23 years, at the end of the calendar does not need to be student.

Dispensing Quantities

Number of days supply 34

Number Unit dose 100

Whichever is greater

Salary Guide

2004-2005

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	37,045	37,845	38,645	40,245	41,045	41,845
2	37,345	38,145	38,945	40,545	41,345	42,145
3	37,645	38,445	39,245	40,845	41,645	42,445
4	38,145	38,945	39,745	41,345	42,145	42,945
5	39,645	40,445	41,245	42,845	43,645	44,445
6	41,145	41,945	42,745	44,345	45,145	45,945
7	42,645	43,445	44,245	45,845	46,645	47,445
8	44,145	44,945	45,745	47,345	48,145	48,945
9	45,645	46,445	47,245	48,845	49,645	50,445
10	47,145	47,945	48,745	50,345	51,145	51,945
11	48,645	49,445	50,245	51,845	52,645	53,445
12	50,145	50,945	51,745	53,345	54,145	54,945
13	51,645	52,445	53,245	54,845	55,645	56,445
14	53,145	53,945	54,745	56,345	57,145	57,945
15	54,645	55,445	56,245	57,845	58,645	59,445
16	56,145	56,945	57,745	59,345	60,145	60,945
17	57,645	58,445	59,245	60,845	61,645	62,445
18	59,145	59,945	60,745	62,345	63,145	63,945
19	60,645	61,445	62,245	63,845	64,645	65,445
20	65,940	66,740	67,540	69,140	69,940	70,740

2005-2006

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	
1		38,365	39,165	39,965	41,565	42,365	43,165
2		38,665	39,465	40,265	41,865	42,665	43,465
3		38,965	39,765	40,565	42,165	42,965	43,765
4		39,265	40,065	40,865	42,465	43,265	44,065
5		40,765	41,565	42,365	43,965	44,765	45,565
6		42,265	43,065	43,865	45,465	46,265	47,065
7		43,765	44,565	45,365	46,965	47,765	48,565
8		45,265	46,065	46,865	48,465	49,265	50,065
9		46,765	47,565	48,365	49,965	50,765	51,565
10		48,265	49,065	49,865	51,465	52,265	53,065
11		49,765	50,565	51,365	52,965	53,765	54,565
12		51,265	52,065	52,865	54,465	55,265	56,065
13		52,765	53,565	54,365	55,965	56,765	57,565
14		54,265	55,065	55,865	57,465	58,265	59,065
15		55,765	56,565	57,365	58,965	59,765	60,565
16		57,265	58,065	58,865	60,465	61,265	62,065
17		58,765	59,565	60,365	61,965	62,765	63,565
18		60,265	61,065	61,865	63,465	64,265	65,065
19		61,765	62,565	63,365	64,965	65,765	66,565
20		67,940	68,740	69,540	71,140	71,940	72,740

2006-2007

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	40,838	41,638	42,438	44,038	44,838	45,638
2	41,138	41,938	42,738	44,338	45,138	45,938
3	41,438	42,238	43,038	44,638	45,438	46,238
4	41,738	42,538	43,338	44,938	45,738	46,538
5	42,038	42,838	43,638	45,238	46,038	46,838
6	43,538	44,338	45,138	46,738	47,538	48,338
7	45,038	45,838	46,638	48,238	49,038	49,838
8	46,538	47,338	48,138	49,738	50,538	51,338
9	48,038	48,838	49,638	51,238	52,038	52,838
10	49,538	50,338	51,138	52,738	53,538	54,338
11	51,038	51,838	52,638	54,238	55,038	55,838
12	52,538	53,338	54,138	55,738	56,538	57,338
13	54,038	54,838	55,638	57,238	58,038	58,838
14	55,538	56,338	57,138	58,738	59,538	60,338
15	57,038	57,838	58,638	60,238	61,038	61,838
16	58,538	59,338	60,138	61,738	62,538	63,338
17	60,038	60,838	61,638	63,238	64,038	64,838
18	63,040	63,840	64,640	66,240	67,040	67,840
19	66,440	67,240	68,040	69,640	70,440	71,240
20	69,940	70,740	71,540	73,140	73,940	74,740