
AN AGREEMENT BETWEEN

**THE BUTLER BOARD OF
EDUCATION**

and

**THE BUTLER EDUCATION
ASSOCIATION**

JULY 1, 2014

to

JUNE 30, 2017

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THIS AGREEMENT, made and entered into on this 1st day of July, 2014.

BY AND BETWEEN, the BOARD OF EDUCATION OF THE BOROUGH OF BUTLER IN THE COUNTY OF MORRIS, NEW JERSEY,
hereinafter referred to as the "BOARD",

AND,
the BUTLER EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following personnel whether under contract, on leave, employed or to be employed by the Board, including: Athletic Trainer, Child Study Team Members, Coaches, Guidance Counselors, Librarian, Media Specialist, Nurses, Office Personnel, Student Assistance Counselor, Teachers and Technology Coordinator, but excluding:

Superintendent	Dir. of Student Support
Business Admin.	Services
Principals	Athletic Director
Vice-Principals	Supervisors
	Confidential Secretaries

Unless otherwise indicated hereinafter when used:

"Teachers" will refer to all professional employees represented by the Association.

"Office Personnel" will refer to all non-professional employees represented by the Association.

"Employees" will refer to all personnel represented by the Association.

Any new teaching staff or office personnel position created by the Board of Education shall be subject to negotiation as to its placement in this unit.

ARTICLE II NEGOTIATION PROCEDURE

- A. 1. 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 terms and conditions of employees' employment and matters of mutual concern. Such negotiations shall begin at a mutually agreeable time, but no later than the date for the commencement of negotiations established by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all employees included in the Recognition Article, be reduced to writing, and be submitted to the Board and the Association for ratification.
2. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, pending ratification by the Board and the Association.
- C. Meetings may be canceled by mutual consent of the parties three (3) days prior to a scheduled meeting.
- D. All negotiation proposals of both parties shall be submitted not later than one week prior to the first scheduled bargaining session.
- E. The Board agrees not to negotiate concerning certified employees in the negotiating unit as defined in Article I of the Agreement, with any organization other than the Association for the duration of this Agreement.
- F. 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.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based on an interpretation, application, or alleged violation of the negotiated agreement, board policy, or administrative decisions affecting terms and conditions of employment.
2. An "aggrieved" person is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this grievance procedure.

C. PROCEDURE STEPS

1. The initial submission of the grievance must be made no later than sixty (60) calendar days after the challenged event or after the time the employee should have known of the grievance. In all other cases, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint. However, if the sixty (60) calendar day limitation shall expire during the summer months after the school year, then the sixty (60) calendar days will be extended to ninety (90) calendar days.
2. Any employee who has a grievance shall discuss it first with his Principal (or immediate supervisor or department head if applicable) in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the Principal.

The written grievance shall include:

- the date of the action giving rise to the grievance
- the date the grievance was filed
- the nature of the grievance
- the specific provision(s) of the contract or board policy(s) allegedly violated
- the remedy being sought

The Principal shall communicate his decision to the employee in writing within seven (7) school days of receipt of the written complaint

4. The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decisions in writing, along with the supporting reasons, to the employee and Principal.
5. If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education. 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 of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.
6. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall at the request of the Association be submitted to advisory arbitration agreeable to all parties.

**ARTICLE IV
FACILITIES**

The Board of Education agrees to continue to provide a separate, private dining area for the exclusive use of adult employees in all district schools during the regular teacher lunch hour. To the extent possible, classroom teachers shall have the sole use of their primary classrooms during preparation periods.

**ARTICLE V
NON-TEACHING DUTIES**

- A. The Board and Association recognize that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. The Board and Association recognize, however, that education takes place in areas other than the classroom and that this is a necessary part of a teacher's responsibility.
- B. Teachers shall not be required to drive students to activities which take place away from the school building.

**ARTICLE VI
INSURANCE PROTECTION**

A. HEALTH

Eligible employees hired on or after July 1, 2014 may enroll in medical insurance coverage for the employee and dependents through the School Employees Health Benefits Program (SEHBP) by choosing the plan known as Direct 15 or a less expensive plan. Notwithstanding the above, Direct 10 shall be the base plan for eligible employees hired prior to July 1, 2014. Health care coverage shall be subject to the statutory employee contributions. Contributions shall be made through payroll deduction (section 125 Plan shall be available). For all employees hired after June 30, 2014, those employees will be subject to year 4 contributions under P.L. 2011, ch. 78. The insurance carrier shall be selected solely by the Board for the duration of this contract.

B. DENTAL

The Board shall continue the Dental Care Health Insurance Program provided for the 1996-99 contract year and shall pay the full premium for each employee and his/her eligible dependents. The annual plan allowance for eligible patient coverage shall be \$2000.00.

The Dental Care Health Insurance Carrier shall be selected by the Board.

C. PRESCRIPTION

The Board shall provide Prescription Drug Benefits for each eligible employee member and his/her eligible dependents. Prescription co-pays shall be \$25 name brand, \$15 generic, \$10 mail-order. Prescription coverage shall require mandatory generics if available and approved by the physician. The prescription drug service/carrier shall be selected solely by the Board.

D. DISCONTINUANCE

An employee who has other benefit coverage(s) may elect to discontinue their related benefit coverage(s) provided by the Butler Board of Education and receive payment reimbursement(s) as listed, provided the amount is less than 25% of the amount saved by the Board:

Medical	\$2,000.00
Prescription	600.00
Dental	180.00

The reimbursements shall be payable in two payments, one in December and one in June (covered by a Section 125 Premium Waiver Plan). Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.

E. ELIGIBILITY

Employees must work a regular work week of at least 25 hours to be eligible for insurance under this Article.

**ARTICLE VII
PROFESSIONAL DEVELOPMENT &
EDUCATIONAL IMPROVEMENT**

The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of employee performance and attitudes.

To help in carrying this out, the Board agrees to pay the cost of tuition and other reasonable expenses (including fees, meals, lodging, and/or transportation) incurred in connection with courses, workshops, seminars, conferences, in-service training sessions or any other such session which an employee is required, in writing, by the Superintendent with Board approval, after mutual agreement, to take, except those courses which are required for certification by the State Department of Education.

The Board of Education agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in-school work day if attendance is required. All such programs conducted after the employee's work day or during the summer shall be voluntary.

Office personnel shall be entitled to one-half (1/2) day per year for a secretarial workshop provided this workshop is in conjunction with a BEA Professional Day.

**ARTICLE VIII
EMPLOYMENT**

The employment and hiring of teachers will be left to the discretion of the administration, the Board and the Superintendent of Schools. Full credit on the salary guide for previous teaching experience should be given.

Additional increments may be granted upon the recommendation of the Superintendent of Schools, when in the judgment of the Board, the best interest of the schools warrants such action.

Teachers shall be notified in writing of their contract and salary status for the ensuing year not later than May 15th.

All office personnel will be notified in writing of their employment status for the ensuing year no later than May 15th.

Terms of office personnel employment will be issued no later than June 1st to all office personnel.

Teachers will be evaluated in accordance with applicable statute and/or regulation. (P.L. 2012, c. 26 and N.J.A.C. 6A:10)

**ARTICLE IX
ASSOCIATION RIGHTS & PRIVILEGES**

The Board agrees to furnish to the Association a register of faculty personnel and three (3) copies of the Minutes of all Board meetings.

Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, at the discretion of the Superintendent, provided that this shall not interrupt normal school operations.

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Superintendent.

The Association shall have, in each school building, the exclusive use of a portion of a bulletin board in each faculty lounge or dining room. The Association shall also be assigned reasonable space on the bulletin board in the central office of each school for Association notices.

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary, and without the approval of building Principals or other members of the administration.

The Association may have the privilege to use school facilities and equipment, including typewriters, copy machines, fax, computer, calculating machine and all types of audio-visual at reasonable times when such equipment is not otherwise in use or needed as determined by the administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

ARTICLE X PERSONAL & ACADEMIC FREEDOM

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.

The Board acknowledges the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions as long as their teaching is within the confines of the accepted philosophy and curriculum as prescribed by the Board.

ARTICLE XI DUES DEDUCTION FROM SALARY

The Board agrees to deduct dues and/or supplemental contributions from the salaries of the employees for the Butler Education Association, the Morris County Council of Education Associations, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted by the Payroll Supervisor to NJEA, utilizing NJEA documents, by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing utilizing official NJEA forms.

Any withdrawal of a member from the Association will follow timelines and procedures as provided by NJEA.

ARTICLE XII TEACHER SALARY GUIDE PROGRESSION

- A. The Board of Education agrees to place a teacher on the next salary level with the appropriate salary increase effective September 1st, if the teacher earns the required number of credits to be eligible for that level prior to September 1st. It is understood that said teacher must submit to the Superintendent, prior to February 1st, notice that he/she intends to reach the next horizontal salary level by September 1st or the following February 1st. The Board of Education Agrees to place a teacher on the next salary level with the appropriate salary increase, effective February 1st, if the teacher earns the required number of credits to be eligible for that level prior to February 1st.
- B. Advancement on the salary guide will be in accordance with the negotiated agreement and salary guides. Only employees who perform satisfactorily and who are on payroll five (5) months or more during the school year will receive experience credit for the purpose of salary guide progression the following year.

ARTICLE XIII ASSOCIATION CONDUCT RELATIVE TO BARGAINING ISSUES

The Association shall not pursue any course of conduct by programs, discussions, the wearing of campaign items, or display signs in the bargaining issue of the Butler School System which shall interfere with or disrupt the orderly course of education or the teaching of prescribed courses in the Butler School System.

ARTICLE XIV LEAVES OF ABSENCE

- A. **Sick Leave**
 - 1. Employees shall have ten (10) days sick leave per year, cumulative without limit, as specified in Title 18A. Employees employed for twelve (12) months shall have twelve (12) sick days. Employees initially hired after the first month of their work year shall be granted one

day of sick leave per month remaining in the work year. All sick leave days shall be credited to the employee as of the first day of employment.

2. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A physician's certificate may be required for any employee for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of an employee.
4. Terms of the State Family Leave Act and the Federal Family and Medical Leave Act shall apply.

B. Child Care

1. A leave of absence without pay for the birth or adoption of a child will be granted any tenure employee and may be granted any non-tenure employee in good standing.
2. The maximum period of time for any maternity leave shall be no longer than one (1) year from the next September 1st.
3. Terms of the State Family Leave Act and the Federal Family and Medical Leave Act shall apply.

C. Military

Any employee who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning reinstatement and accrued benefits of an employee in his position.

D. Bereavement

1. An employee may be absent from school without loss of pay for up to five (5) days school is in session during a nine (9) calendar day period immediately following the death of a member of the immediate family (parent, child, grandparent, grandchild, sister, brother, husband, wife, civil union partner, or any other member of the household living with the employee as a permanent member of the home).
2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family or of a close friend.
3. An employee may be absent from school without loss of pay for the days school is in session during three (3) school days within a five (5) calendar day period immediately following the death of any of the following: present mother-in-law, father-in-law, brother-in-law, sister-in-law, step-child, step-parent.

E. Personal

1. Employees will be allowed three (3) days per year without loss in pay for personal business which cannot be handled outside of school hours, such as court subpoena, title closing, marriage of a family member, and emergencies if approved by the Superintendent, and shall not be required to state the reason for taking these days other than that he is taking them under this section. Unused Personal days shall be added to accumulated sick leave days.
2. Employees will be required to state the reason for taking these days if:
 - a. The personal day is requested the day before or the day after a holiday or vacation.
 - b. The personal day is requested prior to September 15 or after June 15.
3. Employees shall be allowed two (2) additional days per year without loss in pay to care for an ill member of the immediate family. Unused days shall be added to accumulated sick leave days. Employees need to present a doctor's note for the 2nd family illness day. Immediate family members are defined under bereavement leave in this Article.
4. Except in cases of emergency, three (3) days prior written request or notice is required in above paragraphs 1 through 2.
5. Personal days shall be prorated for employees initially hired or returning to service after the start of the work year.

F. Fulbright Scholarship

Butler teachers who are recipients of Fulbright Scholarships, shall, upon returning to the system, receive full credit on the salary guide for this experience.

G. Sabbatical

1. One-year's Sabbatical leave of absence to be spent in study or travel, or both, or any other reason approved by the Board, may be granted upon recommendation of the Superintendent at the Board's discretion.
 - a. Requests will be considered from teachers who have completed seven (7) years' service in the Butler Public Schools.
 - b. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study or travel.
 - c. Seven (7) years must elapse between Sabbatical leaves of a particular teacher.
2. Personnel granted a Sabbatical leave of absence will receive experience credit on the salary guide.
3. An Approved Sabbatical leave of absence shall carry a grant of one-half (1/2) salary.
4. Sabbatical leaves of absence are subject to the following provisions:
 - a. Personnel who accept a Sabbatical leave of absence agree to return to the Butler Public Schools and to remain on the staff of the Butler Schools for three (3) years. Requests to be released from this obligation must include an offer to reimburse the Butler Board of Education according to this formula:

A person who requests a release for the entire three (3) years shall agree to repay the entire amount received from the Board during the Sabbatical leave. A person who completes one (1) year of service after the Sabbatical leave before requesting a release shall agree to repay two-thirds (2/3) of the total received during the Sabbatical leave. A person who serves two (2) years after returning from a Sabbatical leave before requesting a release shall agree to repay one-third (1/3) of the amount received during the Sabbatical leave.

- b. Requests for Sabbatical leave must be made before March 1st of the year in which the leave is to take place.
- c. Sabbatical leaves of absence shall begin September 1st and terminate June 30th.
- d. The total number of teachers granted Sabbatical leave during one academic year may not exceed two (2).
- e. During the period of the Sabbatical leave of absence, personnel may not engage in any remunerative employment without written permission from the Superintendent.
- f. During the Sabbatical leave of absence, personnel will report to the Superintendent fully, in writing, (October 31, January 31, March 31, June 30, and at other times on request) concerning their progress in those activities for which leave was granted, and will report specifically any information gained during the leave which might be of value to the Butler Public Schools. The final report will include a summary of all experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Butler Public Schools.

H. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

**ARTICLE XV
EMPLOYEE RIGHTS**

- A. No employee shall be prevented from wearing pins or other identification, within reason, of membership in the Association or its affiliates.
- B. An employee is entitled to inspect any records or files relating to him/her by appointment and within normal working hours.

**ARTICLE XVI
STUDENT-TEACHER RATIO**

Since the Board and the Association agree that in most cases good education can occur best when student/teacher ratio is low, the aim of the Butler Public Schools shall be to reduce, when feasible, any class when the number of pupils assigned to any room is larger than:

- A. The capacity of teaching facilities, number of adequate teaching stations, and number of adequate pupil stations available in the room,
 - B. The appropriateness of the room to content of the course, methods of instruction to be employed, and prior preparation of teachers therefore,
 - C. The availability of equipment for adequate teacher demonstration and student use,
 - D. Any other conditions which adversely affect the health, safety, supervision, and learning of the pupils.
- Final decision shall rest on the Board after consultation with the administration and the Association.

**ARTICLE XVII
MILEAGE REIMBURSEMENT**

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day shall be reimbursed for all such travel at the rate per mile established by the Internal Revenue Service or the NJ OMB, whichever is higher and permissible by law, for all driving done after arrival at the first location at the beginning of their work day.

**ARTICLE XVIII
VOLUNTARY TRANSFERS & REASSIGNMENTS**

- A. No later than June 1st of each year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year. Applications for posted vacancies must be filed with the Superintendent no later than June 15th.
- B. All new positions created, including but not limited to summer positions, part-time positions, programs funded by the Federal government, and other adjunct positions shall be posted by the Superintendent for at least five (5) days. All qualified employees shall be given five (5) days from the date of posting to make application for the positions. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.
- C. Teachers who desire a change in grade and/or subject assignment or who desire transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and re-assignments for the following year, other than those specified in Paragraph A. above, shall be submitted not later than April 30th.

**ARTICLE XIX
TUITION REIMBURSEMENT**

Any teacher possessing a valid teaching certificate who continues his professional growth through enrollment in graduate courses related to his professional responsibilities, and with the Superintendent's approval, shall be reimbursed for his tuition upon submission of the proof that the courses have been successfully completed with a grade for its graduate program. Prior approval forms are to be submitted to the Superintendent's office by June 15th for the summer semester course (or prior to the start of the course if the summer session commences prior to June 15th); by September 1st for fall semester courses; and by January 5th for spring semester course. In no case shall a form be submitted after the start of the course. A maximum of the Montclair State University rate shall be allowed per person per credit. Reimbursement shall be limited to a maximum of 9 credits per year. A grade of "A" or "B" will be eligible for 100% reimbursement, per the conditions above. No reimbursement will be made for any course in which the employee receives a grade below "B".

The total amount of tuition reimbursement shall be limited to \$30,000 in each year. This amount will be prorated among all of the teachers that have received approval from the Superintendent in the current school year. Teachers will receive notice indicating the minimum amount of tuition reimbursement they can expect to receive by January 31st. Reimbursements will begin after that date. Unused funds at the end of the school year will be distributed in a way to equalize amounts to eligible staff who receive funds during the year.

If an employee leaves the district within 3 years after the completion of a course which is eligible for reimbursement for employment elsewhere in New Jersey, the employee must reimburse the Board 100% of the amount given in reimbursement. This shall be done within 30 days of notification of resignation.

**ARTICLE XX
CLASS COVERAGE**

It is agreed that the Association, recognizing its highest interest in the quality of the educational opportunities for children, and its concerns over the detrimental effect thereon, in the absence of the regular teacher, will provide a list of regular full-time teachers who could be available, at the request of the Principal, to substitute for the absent teachers during their non-instructional periods of the day, at the per period rate of twenty-five (\$25) dollars for full and part-time teachers.

**ARTICLE XXI
PRINTING AGREEMENT**

The cost of printing this Agreement shall be borne equally by the Board of Education and the Association after agreement on format and quantity within sixty (60) days after the Agreement is signed. Errors in printing shall not become binding. Proof of all changes to the Agreement shall be shown by signatures of the negotiation chairs of both the BOE and the BEA to memoranda of agreement.

**ARTICLE XXII
TEACHER WORK YEAR**

The work year for employees shall consist of one hundred eighty-three (183) working days. When required to work between the last teacher work day and the first teacher work day, Guidance, CST and Nurses shall receive non-pensionable stipends equal to their regular base hourly rate of compensation. The appropriate administrator will determine the number of hours with the scheduling of such summer hours to be mutually done between the administrator and employee.

**ARTICLE XXIII
TEACHER WORK HOURS**

The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entail the performance of duties and expenditure of time beyond the normal working day, but that teachers are entitled to regular time and work schedules which will be maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies.

Both parties agree to continue to work toward a resolution that will modify instructional contact time.

Staff work days are comprised of teaching, teaming, and duty assignments. In addition, staff will be afforded a continuous full class preparation time and a duty free lunch equal to students' schedule in the school where they are assigned. Lunch periods for teachers, when possible, will be scheduled during students' lunch periods. Staff are required to attend a one-hour after-school faculty meeting each week, to be held Monday-Thursday. Except in case of emergency, schedules of after-school faculty meetings will be provided at least quarterly. A "duty period" shall not require preparation. In the event a duty period shall involve lesson preparation and/or teaching, it shall be considered a teaching period and shall be compensated at the class coverage rate of \$25.00 per period.

The school day for professional employees is as follows:

	SIGN IN/OUT	MAX. INSTRUCTIONAL DAY
Aaron Decker School	7:50 a.m.-2:50 p.m.	8:00 a.m.-2:40 p.m.
Richard Butler School	7:50 a.m.-2:50 p.m.	8:00 a.m.-2:40 p.m.
Butler High School	7:50 a.m.-2:50 p.m.	8:00 a.m*.-2:44 p.m.

* At the high school, teachers may be assigned zero period, which may begin any time after 7:00 a.m. Volunteers will be requested for zero period before someone is assigned, as necessary. Teachers with a zero period in their schedules will work the same amount of time as other teachers and shall stay the same amount of time as any faculty meeting time expected for the day, but shall not be required to stay for meetings beyond the expected time. Teachers shall be responsible for obtaining information missed from faculty meetings. A custodian and nurse will be present in the building during zero period. An administrator will be present in the district. Delayed opening and single session days will have abbreviated full schedules. If the Board determines to cease zero period, the contract language shall revert to the above sign in/out and instructional day language.

The work year for the athletic trainer shall be 200 work days between July 1 to June 30. The athletic trainer will be expected to work 15 of those 200 days between July 1 and September 1. The athletic trainer, when mandated to work more than 200 days, shall receive a per diem stipend equal to 1/200 of base salary. For salary purposes, the athletic trainer will be paid over 12 months in 24 equal installments.

**ARTICLE XXIV
EARLY DISMISSAL DAYS**

The School Calendar shall include an early dismissal day for students and employees on the day prior to Thanksgiving and one the last day of school before Christmas vacation if the last school day is within two (2) days of Christmas Day. Aaron Decker School/Richard Butler School students shall have early dismissal on the last two (2) days of the school year.

**ARTICLE XXV
HOME INSTRUCTION**

The hourly rate of pay for teachers providing home instruction shall be thirty-six dollars and fifty cents (\$36.50) per hour.

**ARTICLE XXVI
LONGEVITY PAYMENT POLICY**

Effective July 1, 2008, longevity shall be based on years of service in a position covered by this contract. Current full-time employees who were employed in the district as an aide and later as a unit member (teacher or secretary) prior to July 1, 2008, that may be affected by this language change, are grandfathered and shall maintain their longevity standing. The parties agree to waive any claims of past longevity entitlement and agree that the grandfathered employees are eligible for future longevity payments only. Longevity payments and service time for part-time employees shall be prorated.

The following Longevity Payment policy shall apply to teachers and office personnel for service in the Butler Public Schools:

TEACHERS

15 years	\$1,800
20 years	\$2,600
25 years	\$3,800
30 years	\$4,900
35 years	\$6,000
40 years	\$7,200

SECRETARIES

10 years	\$1,000
15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500

After reaching longevity eligibility, adjustment will be made at the start of the next school year.

**ARTICLE XXVII
ATHLETIC COACHES' LONGEVITY PAYMENT POLICY**

1. The following Longevity Payment Policy shall apply to Head Coaches of the same sport in Butler
 - After 6 years \$400
 - After 12 years \$800
 - After 18 years \$1200
2. Longevity for Assistant Coaches shall be added at an amount equal to one half (½) that of Head Coaches.
3. Head coaches who assume the additional responsibility of Assistant Coach shall receive one-half (½) of the Assistant Coach pay. Assumption of additional responsibilities must be approved in advance by both the Superintendent and Board.
4. Free employee passes shall be issued for all home contests.
5. Weight Room Monitor at \$2000 per season (Fall, Winter and Spring).

**ARTICLE XXVIII
UNUSED SICK DAYS**

Each employee who retires, after completion of fifteen or more years of service in the Butler Public Schools, shall be reimbursed for unused sick days at the following rate. For amounts greater than \$2500, the employee may elect to have the reimbursement made through an employer contribution to the employee's qualified 403(b) or 457 retirement account. The maximum employer contribution shall not cause an employee's 403(b) or 457 account to exceed the applicable contribution limit under §415(c)(1) of the Internal Revenue Code of 1986. In the event that the calculation of the employer contribution exceeds the applicable limit, the Board shall first make an employer contribution to the contribution limit and then pay any excess amount as compensation directly to the employee.

- A. one (1) day's pay for each five (5) unused sick days up to 100 days
- B. one (1) day's pay for each four (4) unused sick days between 101 and 300 days
- C. one (1) day's pay for each three (3) unused sick days from 301 to infinity.

A day's pay shall be 1/200 of the contractual salary of an employee employed on a ten (10) month contract, or 1/240 of the contractual salary of an employee employed on a twelve (12) month contract, for the year prior to retirement. The employee shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

Employees hired on or after October 1, 1999 shall be subject to the following conditions:

A cap of \$10,000 per teacher shall be in effect.

A cap of \$3,000 per secretary shall be in effect.

**ARTICLE XXIX
OFFICE PERSONNEL WORK HOURS**

The work day for full-time secretarial staff is eight (8) hours, including a forty-five (45) minute lunch and two fifteen (15) minute breaks. The time for breaks shall be mutually agreed upon by the employee and the supervisor/principal and submitted to the Superintendent of Schools for approval.

Summer hours for staff shall exist from 7/1 to two (2) weeks before Labor Day of the contract year. Any extension of this time shall be at the Supervisors' discretion. A custodian will be scheduled to be present in the building and at least one administrator will be scheduled to be present in the district during secretarial summer hours.

All secretarial staff members will be allowed to leave school at 1:00 p.m. on early dismissal days immediately prior to Thanksgiving and Christmas vacation, if the last school day is within two (2) days of Christmas Day.

**ARTICLE XXX
OFFICE PERSONNEL VACATIONS**

The present vacation policy of the Board of Education shall remain in effect for the duration of this Agreement.

For 12 month employees:

1 to 4 years — 10 days

5 years — 15 days

10 years — 20 days

-less than 1 year, prorated depending on months of service

An employee may rollover up to five (5) unused vacation days for use in the following year upon approval of the Superintendent.

**ARTICLE XXXI
OFFICE PERSONNEL EVALUATION CRITERIA**

Evaluation procedure of office personnel shall be conducted as per Board policy. Secretaries shall be entitled to a conference with their supervisor to discuss the evaluation.

**ARTICLE XXXII
OFFICE PERSONNEL OVERTIME**

Compensation shall be made for "overtime" provided such overtime is mandated by the administration and performed on school property.

**ARTICLE XXXIII
SECRETARIAL SNOW DAYS**

When school is closed due to inclement weather secretaries do not have to come in unless a special request is made by the Superintendent or his designee. Compensatory time will be given.

If the school district is closed due to unused snow days, secretaries will be expected to report to their regular work assignment, as long as an administrator is on duty in the district.

When school is dismissed early for weather conditions, secretaries may be dismissed early at the Superintendent's discretion.

**ARTICLE XXXIV
NOTIFICATION OF AVAILABLE OFFICE POSITIONS**

Notification shall be given for any openings for secretarial positions in the school district. Employees who wish to apply shall submit their application, in writing, to the Superintendent of Schools.

**ARTICLE XXXV
LEAVING THE BUILDING DURING LUNCH PERIOD**

It is understood and agreed that employees may leave the school premises during their duty-free lunch period, with permission from the building administrator in charge, who shall grant same, unless there is a valid reason for denial.

**ARTICLE XXXVI
SEPARABILITY**

If any provision, or part of any provision, of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXXVII
REPRESENTATION FEE**

An eligible non-member of the Butler Education Association shall be required to pay a representation fee to the Association. Prior to the beginning of each school year, the Association will notify the Board in writing of the amount of the representation fee to be paid by nonmembers. The representation fee will be established by the Association in accordance with NJSA 34:13A-5.4 and cannot exceed 85% of regular dues.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

The Association will establish a Demand and Return System that will provide non-members with a process by which to appeal the amount of the representation fee. Eligible non-members shall have the right to appeal the amount of the fee to the BEA within 10 days of official notification by the BEA of said charge. The Board shall be held harmless in any lawsuits arising from the representation fee.

**ARTICLE XXXVIII
MENTORING**

1. Any teacher may be assigned to act as a mentor, however, the Board agrees to give first consideration to tenured teachers who express interest in such an assignment.
2. All vacancies for mentors shall be posted.
3. In selecting mentors, consideration will be given to assigning a mentor to a provisional teacher in the same discipline and/or the same school. Consideration will also be given to assigning a common planning period to the mentor and the provisional teacher.
4. Both the mentor and the provisional teacher shall be provided with policies of the Board concerning mentoring and the mentoring regulations adopted by the Department of Education.
5. Mentors will receive payment at the State proposed rate in a manner mutually agreeable to both mentor and provisional teacher by March 1st.

**ARTICLE XXXIX
PART-TIME EMPLOYEES**

1. Part-time employees will receive the same number of sick and personal days annually as full-time employees, calculated on their part-time hours. Unused sick days and personal days will accumulate and carry over on a prorated basis.
2. Part-time employees shall be guaranteed an uninterrupted prep period, per teaching day, prorated and calculated on a full-time teaching prep period.
3. Part-time employees shall attend parent-teacher conferences when assigned, at the appropriate prorated duration.
4. Part-time employees will attend in-service days at their appropriate prorated duration. Those part-time teachers not regularly scheduled at the end of such days are not required to attend the in-service.
5. Part-time teachers will attend faculty meetings at their appropriate prorated duration. Those part-time teachers not regularly scheduled at the end of such days are not required to attend faculty meetings, but it is the teacher's professional responsibility to follow-up on the topic of the meeting and obtain the information presented.
6. Salaries for part-time employees shall be prorated on their appropriate step of the salary guide.

**ARTICLE XXXX
DURATION OF CONTRACT**

The duration of this contract shall be July 1, 2014 through June 30, 2017.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

BUTLER EDUCATION ASSOCIATION:

By: Marymatt Vermont 8/1/14, President

By: Jessie Ames Jones 8/21/14, Secretary

BUTLER BOARD OF EDUCATION:

By: [Signature], President

By: [Signature], Secretary

Julie A. Hughes
[Signature]
[Signature], Chair

The following salary guides shall be for the period for the 2014-15, 2015-16 and 2016-17 school years.

TEACHER SALARY GUIDE
September 1, 2014 through January 31, 2015

Step	BA	BA+20	MA	MA+16	MA+30	MA+45	MA+60
1	52,452	54,553	56,655	58,757	60,858	62,960	65,062
2	52,978	55,080	57,181	59,283	61,384	63,486	65,588
3	53,503	55,605	57,706	59,808	61,910	64,011	66,113
4	54,028	56,131	58,232	60,334	62,436	64,537	66,639
5	55,080	57,181	59,283	61,384	63,486	65,588	67,689
6	57,339	59,440	61,542	63,644	65,746	67,848	69,949
7	59,892	61,994	64,095	66,197	68,299	70,400	72,502
8	62,656	64,758	66,859	68,961	71,063	73,164	75,266
9	65,630	67,732	69,833	71,935	74,037	76,138	78,240
10	68,814	70,915	73,017	75,118	77,220	79,322	81,423
11	72,208	74,310	76,412	78,513	80,615	82,716	84,818
12	75,708	77,809	79,911	82,012	84,114	86,216	88,317
13	79,312	81,413	83,515	85,616	87,718	89,820	91,921

TEACHER SALARY GUIDE
February 1, 2015 through June 30, 2016

Step	BA	BA+20	MA	MA+16	MA+30	MA+45	MA+60
1	53,202	55,303	57,405	59,507	61,608	63,710	65,812
2	53,728	55,830	57,931	60,033	62,134	64,236	66,338
3	54,253	56,355	58,456	60,558	62,660	64,761	66,863
4	54,778	56,881	58,982	61,084	63,186	65,287	67,389
5	55,830	57,931	60,033	62,134	64,236	66,338	68,439
6	58,089	60,190	62,292	64,394	66,496	68,598	70,699
7	60,642	62,744	64,845	66,947	69,049	71,150	73,252
8	63,406	65,508	67,609	69,711	71,813	73,914	76,016
9	66,380	68,482	70,583	72,685	74,787	76,888	78,990
10	69,564	71,665	73,767	75,868	77,970	80,072	82,173
11	72,958	75,060	77,162	79,263	81,365	83,466	85,568
12	76,458	78,559	80,661	82,762	84,864	86,966	89,067
13	81,032	83,133	85,235	87,336	89,438	91,540	93,641

**TEACHER SALARY GUIDE
2016-17**

Step	BA	BA+20	MA	MA+16	MA+30	MA+45	MA+60
1	53,326	55,427	57,529	59,631	61,732	63,834	65,936
2	54,363	56,465	58,566	60,668	62,769	64,871	66,973
3	55,189	57,291	59,392	61,494	63,596	65,697	67,799
4	55,667	57,770	59,871	61,973	64,075	66,176	68,278
5	56,079	58,180	60,282	62,383	64,485	66,587	68,688
6	57,191	59,292	61,394	63,496	65,598	67,700	69,801
7	59,766	61,868	63,969	66,071	68,173	70,274	72,376
8	62,530	64,632	66,733	68,835	70,937	73,038	75,140
9	65,704	67,806	69,907	72,009	74,111	76,212	78,314
10	68,138	70,239	72,341	74,442	76,544	78,646	80,747
11	71,882	73,984	76,086	78,187	80,289	82,390	84,492
12	76,082	78,183	80,285	82,386	84,488	86,590	88,691
13	79,504	81,605	83,707	85,808	87,910	90,012	92,113
14	81,980	84,081	86,183	88,284	90,386	92,488	94,589

SECRETARIAL SALARY GUIDES

STEP	7/1/14 to 12/31/14	1/1/15 to 6/30/16	2016-17
1	32,628	33,931	34,651
2	33,154	34,448	35,168
3	33,679	34,982	35,702
4	34,205	35,508	36,228
5	34,835	36,138	36,858
6	35,466	36,769	37,498
7	36,201	37,504	38,224
8	36,984	38,287	39,007
9	38,035	39,608	40,337
10	39,086	40,389	41,109

**ATHLETIC COACHES' SALARY GUIDES
2014-17**

	2014-15	2015-16	2016-17
Basketball Head	3888	4005	4165
Basketball Assistant	3064	3156	3282
Baseball Head	3888	4005	4165
Baseball Assistant	3064	3156	3282
Bowling	3888	4005	4165
Cross Country Head	3888	4005	4165
Cross Country Assistant	3064	3156	3282
Elementary Intramural	1071	1103	1147
Fencing	3888	4005	4165
Field Hockey Head	3888	4005	4165
Field Hockey Assistant	3064	3156	3282
Football Head	5330	5490	5710
Football Assistant	3451	3554	3696
Golf	3888	4005	4165
Gymnastics Head	3888	4005	4165
Gymnastics Assistant	3064	3156	3282
Indoor Track Head	3888	4005	4165
Indoor Track Assistant	3064	3156	3282
Skiing	1597	1644	1710
Soccer Head	3888	4005	4165
Soccer Assistant	3064	3156	3282
Softball Head	3888	4005	4165
Softball Assistant	3064	3156	3282
Track Head	3888	4005	4165
Track Assistant	3064	3156	3282
Wrestling Head	3888	4005	4165
Wrestling Assistant	3064	3156	3282

Athletic - Off Guide

	2014-15	2015-16	2016-17
Baseball Head- Off Guide	5475	5475	5475
Baseball Asst- Off Guide	3350	3350	3350

Coaches who have been placed on an off-guide position in 2010-11 will remain off-guide. No other staff member will move off-guide thereafter.

**NON-ATHLETIC SALARY GUIDES
2014-17**

Band Director	2,511
Assistant Band Director	1,654
Percussion	1,654
Band Front	1,654
Spring Musical	2,077
Fall Drama	2,077
Stage Crew	1,930
Vocal Music	2,511
Senior Class Advisor	2,077
Junior Class Advisor	1,968
Sophomore Class Advisor	1,110
Freshman Class Advisor	1,110
AIM Advisor (2)	1,975
Tech Assistants (3)	650
Drama	1,110
Honor Society	1,110
Jerseymen	1,110
Junior Officials	1,110
Key Club	1,110
PEER	1,110
Conflict Resolution	1,110
Interact	1,110
Math League	1,110
Science League	1,110
Biology Club	1,110
Chemistry League	1,110
Forensics	1,110
Bouncing Bulldogs	1,110
Peace Alliance	1,110
Environmental Club	1,110
RBS Yearbook	1,110
Audiovisual Club	1,110
Student Council	2,576
Assistant Student Council	1,339
RBS Student Council	1,485
DECA	2,073
Yearbook	2,619
Publications	2,490
Cheering	1,166
District Webmaster	807
Chess Club	750
Bridge Club	750
Wash. DC Chaperone per night	200
Evening Chaperone per hour	20
Extended Day Trip Chaperones per hour (beginning and/or ending after normal work hours)	25
Nurse- physicals outside workday	Regular base hrly rate

Advisors who have been placed on an off-guide position in 2010-11 will remain off-guide. No other staff member will move off-guide thereafter.

Non-Athletic Off-Guide	2014-17
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Band Director- Off-guide	4,447
Assist Band Dir -Off-guide	2,939
Vocal Music -Off-guide	3,964
Fall Drama -Off-guide	2,511
Jr Class Adv- Off-guide	2,885
Drama Off-guide	1,536
Science Leg -Off-guide	1,242
RBS S.C. -Off-guide	1,659