

Collective Bargaining Agreement

Between the

Allamuchy Township Board of Education

And the

Allamuchy Education Association

July 1, 2004 to June 30, 2007

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ARTICLE 1
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following:

1. Teachers
2. Nurse
3. Child Study Team Personnel
 - a. Learning Disability Teacher Consultant
 - b. Social Worker
 - c. Psychologist
 - d. Speech/Language Specialist
4. Aides
5. Secretaries

But excluding:

1. Chief School Administrator
2. Assistant Principal
3. Principal
4. Administrative Assistant
5. Custodians
6. School Business Administrator
7. Secretary to School Business Administrator
8. Supervisor of Instruction
9. Supervisor of Special Services
10. Bus Driver
11. Library Technician
12. Technology Technician
13. Director of Informational Technologies

B. Definitions

1. The term “Teachers” when used hereinafter in this agreement, shall refer to all certificated professional employees in the negotiations unit as above defined and references to male teachers shall include female teachers.
2. The term “Support Staff” when used hereinafter in this agreement shall refer to all aides and secretaries in the negotiations unit as above defined, and references to male support staff shall include female support staff.

3. The term “Employees” when used hereinafter in this agreement shall refer to both teachers and support staff as above defined, and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with the existing State Law, in good faith efforts to reach agreement concerning the terms and conditions of both teacher and support staff employment.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” is an appeal of any alleged misinterpretation or misapplication of the terms and conditions of employment incorporated in the agreement including administrative policies and decisions affecting an employee or group of employees.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time affecting terms and conditions of employment under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

C. Procedure

1. 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 reasonable effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance may be exhausted prior to year end or as soon thereafter as is practical.
2. Level One – Within thirty (30) calendar days of the occurrence giving rise to the grievance, an aggrieved employee shall institute action under the provisions hereof

first discussing the grievance, either individually or in the presence of an Association member, with the CSA in an attempt to resolve the matter informally.

3. Level Two – If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within five (5) school days, file the grievance in its entirety, in writing, to the CSA. The Chief School Administrator shall communicate his decision to the employee, in writing, with reasons, within five (5) school days of receipt of the written grievance.
4. Level Three – If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) school days after receipt of the CSA's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Board of Education. Upon request of the employee, the Board shall hold a hearing with the employee within thirty (30) calendar days and render a decision, in writing, with reasons, within twenty (20) calendar days after the hearing.
5. Level Four – Binding Arbitration
 - a. If the Association's Executive Committee finds the grievance to be worthy of further consideration, it will, within five (5) days, so notify the Board. Whereupon the Association may petition the American Arbitration Association for the appointment of an arbitrator in accordance with the rules and regulations of said Association. The decision of the arbitrator shall be final and binding upon all parties insofar as it is consistent with prevailing law. Costs of arbitration shall be borne equally by the Board and the Association.
 - b. The arbitrator is prohibited from modifying or reversing the Board unless it is shown that the Board was arbitrary, capricious, or illegal as those terms have been interpreted and applied in School Law Decisions of the Commissioner of Education, State Board of Education, and the reviewing judiciary.
 - c. The arbitrator's decision shall be in writing with detailed findings, conclusions, and reasoning, and shall be submitted to the Board and the Association.

D. Miscellaneous

1. An employee may have a legal representative and/or witness of his/her choice in attendance at all stages of the grievance procedure. When an employee is not represented by the Association, a representative of the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisal of any kind shall be taken by the Board, or any member of the administration or the Association, against any employee participating in the grievance procedure by reason of such participation.
3. At no point prior to an official hearing or meeting with a duly constituted majority of the Board shall the employee discuss with any member of the Board the subject of the employee's complaint or matters relating to the substance of the complaint.
4. It is understood that all employees, including the grievant, shall be required to continue under the supervision of the administrator regardless of the pendency of any grievance until such grievance is properly determined.
5. No settlement arrived at in the course of the grievance procedure shall be binding upon the Board as setting a precedent for future grievances.
6. 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 personal file of any of the participants.
7. Forms of filing grievances shall be prepared jointly by the CSA and the Association and approved by the Board, and given appropriate distribution so as to facilitate operation of the grievance procedure.
8. Subject to the requirements of the Open Public Meetings Act, all meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE 4

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Chapter 123, Public Laws 1974 attached herein.

B. Required Meetings or Hearings

Pursuant to N.J.S.A. 18A:25-7, whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meetings or interviews.

C. Assistance for Employees

Within any one week an employee who shall so request shall be granted a least one block of counseling with his immediate supervisor. Such meetings shall be within the employee's workday during his preparation period, or at another mutually agreeable time.

D. Board Policy

The Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

E. Personnel Files

Employees may review the contents of their personnel files in the presence of an administrator, by appointment upon reasonable notice. Employees will be given copies of all documents that are placed in their files and may respond in writing within fifteen (15) days of receipt. The employee's response will be affixed to the document and placed in the file.

F. Complaint Procedure

Whenever a complaint is made about an employee, the CSA may, based on the merits of the complaint, grant the employee an informal meeting to discuss the matter.

ARTICLE 5

ASSOCIATION RIGHTS

A. Information

The Board agrees that the Association shall have all the rights and privileges as granted any citizen of Allamuchy in reading public school records. The Board agrees to furnish to the Association all public information necessary to properly conduct negotiations or fairly process grievances on behalf of its members.

B. Exclusive Rights

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

C. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association's Executive Committee a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, step on salary guide, and certified teaching experience for all such employees.

Association representatives shall be permitted to make a formal presentation to new employees at a mutually agreed upon time during orientations.

D. Policy Manual

The Board of Education will provide the Association President with a current copy of the Board policy manual and forward all changes and additions as approved.

ARTICLE 6

EMPLOYEE HOURS AND EMPLOYEE LOADS

I. Year

A. Teacher Year

1. The school work year for teachers shall be one hundred eighty-four (184) days, except for teachers new to Allamuchy who will be required to attend an additional two (2) days for orientation. One hundred eighty (180) of these days shall be for teaching students, two (2) of these days shall be for in-service training, one (1) day shall be for orientation, one (1) day shall be at the close of the school year as determined by the Board.
2. Any teacher who is required to work beyond the required one hundred eighty-four (184) day in-school work year shall be compensated at one two-hundredth (1/200) of his/her yearly rate of pay per day. This excludes any work done over the summer months for which other compensation arrangements will be made, and it also excludes the two (2) days orientation for new teachers in paragraph 1 above.
3. The Association will be given the opportunity to advise the Board on the proposed school calendar for the subsequent school year. Final decisions will rest entirely with the Board.

B. Secretary Year

1. The school work year for secretary shall be 11 months per year, August 15th to July 15th.
2. When school is closed for an emergency, secretaries shall not be required to report to work.

C. Aide Year

1. Aides will be in attendance as per pupil calendar, except for aides new to Allamuchy who will be required to attend an additional one (1) day for orientation.
2. Aides may request training in relation to their student assignment and may be granted release time as determined by the Supervisor of Special Services.
3. Any Aide who is required to work beyond the pupil calendar shall be compensated at one two-hundredth (1/200) of his/her yearly rate of pay per day.

II. Day

A. Teacher Day

1. Teachers shall be required to be in their classrooms fifteen (15) minutes before the opening of the pupils' day and shall be permitted to leave thirty (30) minutes after the close of the pupil's day. Teachers may leave upon departure of the last bus on Fridays and the day before holiday vacations.
2. Teachers shall not be required to supervise students prior to the beginning of the normal teacher workday or after the close of the normal teacher workday.
3. Teachers may be required to remain after the end of a workday without extra compensation for the purpose of attending meetings, not more than twenty-five (25) times per year, exclusive of curriculum work.
4. Notice of, and the agenda for any faculty meeting shall be given to the teachers involved at least one week prior to the meeting (except in an emergency). Teachers shall have an opportunity to suggest items for the agenda.
5. Teachers shall indicate their presence for duty by initialing in the appropriate column of faculty "sign in" roster and initialing again to indicate their departure as provided in paragraph 1, above.

6. Teachers may not leave the building during the day without first receiving permission from an administrator except during their lunch periods when teachers may leave the building upon notice to the office. No permission shall be required in this case.

B. Secretary Day

1. The secretary day shall be 7 and ½ hours per day, beginning at 8:00 AM and he/she shall be permitted to leave at 3:30 PM., except for Board approved summer hours.
2. The secretary shall be permitted to leave the building during lunch periods as approved by his/her supervisor. The secretary shall be required to sign out and sign in.
3. The secretary shall indicate his/her presence for duty by initializing in the appropriate column of the faculty “sign in” roster and initializing again to indicate his/her departure as provided in paragraph 1 above.

C. Aide Day

1. Support staff will be granted a thirty (30) minute duty free break per day and one duty free lunch period equivalent to that of teachers. Scheduling will be at the discretion of the assigned teachers or supervisor and the CSA.
2. Aides shall indicate their presence for duty by initializing in the appropriate column of the faculty “sign in” roster and initializing again to indicate their departure.

III. Load

A. Teaching Load

1. Each teacher working a full day shall be provided with a minimum of a thirty (30) minute duty free lunch period each day.
2. Each teacher working a full day shall be provided with one (1) preparation period each day equivalent to the length of a regular classroom period. Preparation periods cancelled because of abbreviated schedules during single session days will not be rescheduled or compensated. A single session day is defined as a day when school is closed to both staff and students following the completion of the AM session.
3. If a teacher is required to teach the class of an absent teacher during his guaranteed preparation period, he will be compensated at the rate of \$15 per period. The teacher will follow the procedures jointly developed by the

Association and the Administration for receiving approval, recording and requesting payment for hours worked.

B. Secretary Load

1. Each secretary working a full day shall be provided with a minimum of a thirty (30) minute duty free lunch period each day.
2. Each secretary working a full day shall be provided with two (2) fifteen (15) minute breaks each day. Breaks may be combined and/or added to the lunch period at the discretion of the immediate supervisor.

C. Aide Load

1. Each aide working a full day shall be provided with a minimum of a thirty (30) minute duty free lunch period each day.
2. Each aide will be provided with a thirty (30) minute duty free break per day. Scheduling will be at the discretion of the assigned teachers or supervisor and the CSA.

IV. Curriculum Work

1. Curriculum work will be done after the workday or work year under the supervision of Administration and/or on a contract basis.
2. A determination of work required and overall completion date will be made by Administration. This estimate will be based on the type of curriculum required, such as new, or revision, along with complexity of subject area(s). The estimate will be given in weeks, in which a week will equal twenty (20) hours. All work will be done within a mutually agreed upon time schedule. If during the course of work, the original time estimate is shown to be inadequate, an adjustment to that time estimate will be made. Approval of any such change rests with Administration.
3. A timetable for benchmark monitoring will be determined by Administration and will therefore permit a review of work in progress, guidance and/or the assignment of any necessary assistance. Each benchmark acceptance shall be initialed by both parties.
4. Compensation shall be at the rate of \$450 per week. Any change to the original time estimate will subsequently be reflected in the compensation for that curriculum. After the completed curriculum has been submitted to Administration in a legible format, the writer(s) of each curriculum have made themselves available to the appropriate Board Committee to explain and/or answer any questions concerning their work, and the Board of Education has

accepted the new or revised curriculum, full payment will be made to the writer(s).

5. Participation in curriculum writing shall be voluntary through posting of curriculum required, time assessment and compensation. However, if voluntary participation and any subsequent, advertised for, outside assistance fail to accommodate the necessary curriculum writing positions, the Board reserves the right to assign individuals to those vacant positions.

ARTICLE 7

NON-TEACHING DUTIES

A. Intent

The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Application

1. There shall be a period of two days or more, as task requires, to fulfill administrative requests for written reports or decisions. Where applicable, any administrative requests for written reports or decisions required before the expiration period shall be completed with a released time provision granted by the Administration.
2. Employees shall not be required to drive students.
3. Employees shall be compensated at the IRS rate per mile for the approved use of their automobiles. This rate will be posted each September. Any change in rate will become effective on January 1st as announced by the Internal Revenue Service.

ARTICLE 8

SALARIES

A. Salary Schedule

The salary of each employee covered by this agreement shall be determined by Schedule A, B, and C, which are attached hereto and made a part thereof.

B. Method of Payment

Employees shall receive paychecks in accordance with the following provisions. Paychecks shall be given on the 15th and 30th of each month of the school year. When the 15th or the 30th of a given month falls on a holiday or a Monday, the paycheck shall be received the last day of school preceding the holiday or the Monday. The final paycheck of the school year shall be received on the last working day in June, provided that the employee shall have fulfilled all responsibilities to the satisfaction of the Chief School Administrator.

C. Payroll Deductions

1. Credit Union

At the request of an employee, automatic payroll deductions will be made for participation in the Credit Union selected by the Association.

2. Tax Sheltered Annuity

Employees may contribute to a Tax Sheltered Annuity through payroll deductions.

3. Other

Wage garnishments, child support or other required deductions as directed by Federal law, State law or court order.

ARTICLE 9

EMPLOYEE ASSIGNMENT

A. Notification

1. All employees shall be given written notice of salary guide placement, class and/or subject assignments, and room assignments for the forthcoming year, not later than the closing of the school year. Notification of any subsequent change shall be made no later than the day after the August Board meeting unless unforeseen events warrant new changes. Affected parties shall be notified as expeditiously as possible.
2. The Administration shall be fully responsible for all anticipated changes and coverage in scheduling.

B. Job Posting Procedures

All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice shall be posted on the bulletin board adjacent to the sign-in sheet in the main office and on the message board in the faculty room and e-mailed as far in advance as practicable, but no less than one (1) week before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Chief School Administrator within the time limit specified in the notice, and the CSA shall acknowledge promptly in writing the receipt of all such applications.
2. All vacancies that may be filled during the summer vacation shall also be posted on the Allamuchy Elementary School Website. This information shall be posted as far in advance of the final date when applications must be submitted, as is practical.
3. The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

ARTICLE 10

SICK LEAVE

A. Accumulative

State regulations provide ten (10) days of absence for sickness of employees to be accumulated. Title 18A:30-2 Sick Leave Allowable.

B. Unused Sick Leave

Employees with ten (10) or more years of service in the district shall be entitled to reimbursement for accumulated unused sick leave upon retirement or resignation from the district. Payment will be based upon sixty five percent (65%) of the current highest substitute daily rate for the first 150 accumulated day, and fifty five percent (55%) for all remaining accumulated days.

C. All unused sick leave days shall be accumulated from year to year with no maximum limit.

D. All employees shall be given a written accounting of accumulated sick leave days no later than October 1st of each school year.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

A. Temporary Leaves With Pay

Employees employed on a four-fifths (4/5) or greater basis shall be entitled to the following temporary non-accumulative leaves of absences with full pay each school year. Employees employed on a less than a four-fifths (4/5) basis, but at least two-fifths (2/5), shall be entitled to one-half (1/2) the personal days and all the death days, and two-thirds (2/3) sickness in the family days.

1. Personal

- a. Each employee will be allotted five (5) personal days.

1. Two (2) personal days shall be for the conducting of personal business that can only be accomplished during school hours. These two (2) personal days are subject to the advance approval of administration. Requests shall be made at least five (5) days before the intended date of such leave except in the case of emergencies. One and or two of these days may be used immediately preceding or following a holiday or vacation period, with approval in advance by the Chief School Administrator. All decisions made by administration regarding these two personal days are binding and not subject to the grievance and arbitration provisions of this Agreement.

2. Three (3) personal days may be used at the employees' discretion but may not be substituted for any previously unapproved personal day(s). These three personal days shall not be used for the day(s) immediately preceding or following a holiday or vacation period.

- b. Any personal days not used at the end of the school year shall be paid to the employee at the rate of one two-hundredth (1/200) of the individual employees' salary, and shall be payable by separate check for the final pay period of the school year. Personal days do not accumulate from year to year.

2. Death

- a. In the case of a death in the immediate family, an employee shall be allowed up to five (5) days without loss of salary for each application.

- b. Immediate family is defined as father, mother, guardians, wife, husband, child, sister, brother, grandparents, in-laws, or anyone who has actually occupied a position as a member of the immediate household.
- c. In case of death of relatives other than those in the immediate family, such as uncle, aunt, niece, nephew, and cousin absence of one (1) day shall be allowed without loss of salary.
- d. Individual needs will be considered by the Board when request is made for more days.

B. Temporary Leaves of Absence Without Pay

- 1. Additional Leaves of absence without pay may be granted by Chief School Administrator for the day preceding or immediately following a holiday or student vacation period only when all personal days have been used. All decisions made by administration in this regard are final and binding and not liable for a grievance.
- 2. In matters of childbirth or adoption, an employee, in addition to leave taken under the Family Leave Act or Family and Medical Leave Act, may be granted up to 12 consecutive months unpaid child care leave. Unpaid childcare leave for non-tenured staff shall not exceed their current employment contract.

C. Extended Leaves of Absence

- 1. The duration of any extended leave of absence will be determined at the sole discretion of the Board of Education and conditions of such leave are governed by all applicable state and federal laws that are currently in effect.
- 2. After any extended leave, the employee is required to give at least sixty (60) day's written notice of his/her intent to return to employment. For extended medical leaves, a physician is required to present written notice of medical certainty that the employee may safely resume employment. Such written notice is subject to review by the school's medical examiner.
- 3. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected birth, nor be prevented from returning to work prior to the end of maternity disability leave.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

A. Teachers

1. After completion of a full year of employment at Allamuchy School, the Board of Education will pay up to an individual limit per year to employees holding permanent certification to defray the cost of credits towards additional certification, a masters degree or beyond, or courses related to the subject being taught in the field of education. There will be a total yearly cap of:

2004-05	\$13,000 pool	and individual cap of \$2200
2005-06	\$15,000 pool	and individual cap of \$2250
2006-07	\$16,000 pool	and individual cap of \$2350

2. Teachers holding an emergency certificate may receive a maximum of one year of course reimbursement after completion of a full year of teaching in Allamuchy School. Teachers on leaves shall not be eligible for graduate credit reimbursement.

3. Advance approval of the course must be obtained in writing from the CSA before the course semester. The Chief School Administrator will consider and prioritize the applications based on the date submitted and years of service to the district prior to granting approval of any applications submitted. A record or transcript of successful completion must be presented to the CSA for approval before payment is made. A final grade of B or better shall be required, or a “pass” when pass-fail is the grading method. Article 12 applies for the fiscal school year (July 1 through June 30). Incurred costs, which will be reimbursed, are for tuition only.

4. All tuition reimbursement shall be paid no later than two (2) months after submission of required documentation.

B. Local Professional Development Committee (LPDC)

1. Role of the Committee – The LPDC shall assess all district in-service needs and current professional development opportunities. All district in-service programs shall be under the direction of the LPDC and be eligible for continuing education credit.
2. The LPDC shall establish its own rules and procedures in line with the Professional Teaching Standards Board (PTSB) Norms and Code of Ethics.
3. The LPDC will develop the appropriate forms needed to conduct its business and meet its responsibilities as set forth by the Regulations/Standards established by the PTSB. Said forms will include, but not be limited to, pre-approval, payment request/reimbursement, and program evaluation forms.

C. Programs

1. In-service Workshops, conferences, programs – In any given year, the Board of Education may provide in-service professional development experiences. In-service programs shall be conducted during the teacher workday and work year when teacher attendance is required.
2. Teachers shall have the right to attend Professional Development activities other than those included in the district in-service program. Attendance at such programs requires pre-approval by the immediate supervisor. No denial of such a request shall be arbitrary or capricious.
3. Professional Improvement Plans (PIPs) – The development of the employee's Individual Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set forth by the Professional Teaching Standards Board.

The Professional Development Individual Professional Improvement Plan (PIP) shall be recorded on the form provided for this purpose by the Professional Teaching Standards Board (PTSB). A copy of this form shall be kept in the employee's personnel file.

The Individual Professional Improvement Plan (PIP) is a living document. The employee in consultation with the CSA or administrator shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging needs.

4. Record Keeping – Included in the end of the year evaluation, which occurs in June, the Administration and Teacher will mutually agree on the teacher's accounting of his accumulated hours.

ARTICLE 13

MENTOR AND PROVISIONAL TEACHERS

- A. All vacancies for mentoring positions shall be posted in accordance with the collective bargaining agreement. The postings shall include the qualifications for the position.
- B. No teacher shall serve as a mentor to more than one (1) alternate route teacher simultaneously. The Board and Association agree to meet and discuss the impact of any changes in the law regarding mentoring.
- C. A mentor may also be provided to any new staff member as recommended by the professional development/mentor advisor, or supervisor(s), and approved by the Chief

School Administrator. The mentor's full- or part-time assignment will be determined by the Chief School Administrator.

ARTICLE 14

INSURANCE

A. Payment

1. Medical Insurance

- a. Blue Cross Blue Shield of New Jersey or equivalent successor. Coverage provisions include mandatory second surgical opinion and pre-admission certification/continued stay review.
- b. If the employee chooses an approved HMO, the employee will be responsible for any actual premium costs over the district's actual cost for basic/"Traditional" coverage as indicated in paragraph "a".
- c. The AEA members currently enrolled on Traditional may continue that coverage if they so elect for the entire contract period. They may elect to take a waiver or transfer to POS at any appropriate time when a change of coverage is allowed. Once a transfer is made to POS the member may not return to traditional coverage.
- d. The members who have elected to receive a waiver from Traditional can elect to return to POS coverage at the appropriate times when a change of coverage is allowed. These members may not elect Traditional coverage.
- e. Tenured members currently with POS coverage, including provisions for family, parent/child, or husband/wife, may take waivers. These tenured members may not return to Traditional coverage.
- f. Non-tenured members may elect single, family, parent/child, or husband/wife POS coverage. These members may take waivers.
- g. When the membership includes five (5) or more Pennsylvania residents, the Board of Education will provide Point of Service coverage in Pennsylvania.
- h. The co-payment for POS coverage is as follows:

2004-2005	\$5
2005-2006	\$10
2006-2007	\$15

2. Dental Plan

- a. Delta Dental General Family Plan or equivalent successor, no deductible.
- b. Members of the Association may choose the present insurance plan or an approved HMO with the member paying the additional charges beyond the regular insurance cost.
- c. Members of the Association may change plans once a year, in July of each year. Enrollment forms are to be filed in March for July 1 effective date.

3. Prescription Plan

- A. The co-payment is to be \$10 for name brands, \$5 for generic and \$3 for mail order for the 2004-2005 academic year.

The co-payment is to be \$15 for name brands, \$10 for generic and \$3 for mail order for the 2005-2006 and 2006-2007 academic years.

- B. In year three (3) of this Agreement, 2006-2007, the Board of Education will pay Prescription insurance premium costs up to twenty-one (21) percent of the total average increase of premiums over the three-year period, using a base calculation as of the 2004-2005 prescription coverage plan. If the average increase exceeds twenty-one (21) percent, the employee will make a contribution to the premium cost of the plan according to the following schedule:

Family	\$40	(pre-tax)
Parent/Child	\$30	(pre-tax)
Husband/Wife	\$30	(pre-tax)
Single	\$20	(pre-tax)

The Board of Education will announce its intent to exercise this contribution by June 1, 2006, in writing. The contribution will be withheld from the employees' November 15, 2006 payroll check.

- C. Provision 3 B. of this section shall terminate on June 30, 2007.

4. Income Insurance

- a. UNUM Life Insurance Company of America or equivalent successor.
- b. Group income insurance mutually agreed to by both parties. (Income Insurance applies only to full-time employees.)

5. Waiver of Insurance

Any employee who waives medical, dental and/or prescription insurance coverage for themselves and/or any eligible dependents, will be paid thirty-five (35) percent of the applicable annual premium for the 2004-2005 academic year, thirty-four (34) percent of the applicable annual premium for the 2005-2006 academic year, and thirty-three (33) percent of the applicable annual premium for the 2006-2007 academic year. The waiver rates are for a full year and payment of such a waiver shall occur in December (4 months) and June (10 Months) of the academic year when the waiver was selected. For shorter periods the waiver will be prorated. If the carrier allows, employees may selectively waive their choice among the medical, dental and/or prescription plans. Reinstatement under a plan's insurance coverage at any other time of the year is limited to instances when the employee or their eligible dependent(s) loses coverage as a dependent under their spouse's insurance plan. Reinstatement under this circumstance will be immediate and without restriction or penalty. Status of insurance would be the same as prior to waiver.

Employees interested in the waiver must present proof of alternate coverage to the Board Secretary in order to be eligible.

6. Any change in insurance carrier, which, therefore, results in a decrease to the benefit structure of that type of insurance, must be agreed upon, in writing, by both parties.

ARTICLE 15

REPRESENTATION FEE

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee per capita cost of services rendered by the Association as the majority representative.

B. Amount of Fee

1. Notification

Prior to September 1 of each school year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for the membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita costs of service rendered by the Association a majority representation, the representation fee would be equal in amount to the regular membership dues, initiation fees and assessments charged to the Association to its own members, and the representation fee must be set at eighty-five (85%) percent of the amount or as set by law.

C. Deduction and Transmission of Fees

1. Notification

Once during each membership year, by November 15, the Association will submit to the Board a list of those current employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2, above, the amount of the representation fee and promptly transmit the amount so deducted to the Association. If this is not done, the Board has no default of obligation.

2. 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 membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) day after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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.

5. Changes

The Association will notify the Board in writing of any changes in the lists provided for in paragraph 1, 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 received said notice.

6. New Employees

On or about the last day of each month, beginning with the month of this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. Liability

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

ARTICLE 16

EXTRACURRICULAR ACTIVITIES

A. The Board has the right to establish a position beyond the teacher day, and, in the posting, will designate what the terms and conditions will be. The Association will negotiate the salary of the position.

B. Salary

1. Employee participation in extra-curricular activities, which extend beyond the regular scheduled school day, shall be compensated according to the rate of pay in Schedule A. The following procedure shall apply relative to filling these positions:

Applications for these positions shall be posted no less than ninety (90) days in advance of the beginning of that activity. Posting procedures shall apply herein. Should the position not be filled thirty (30) days after posting, the Board may elect to “advertise” and award outside the district’s own employees.

C. Method of Payment

Salaries for Schedule A activities shall be paid by check in two equal installments in December and June following the timely receipt by the School Business Official of the properly completed voucher signed by the Chief School Administrator.

ARTICLE 17

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, against any employee because of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation. Any employee who believes he or she has been discriminated against shall file a grievance in accordance with this agreement or, at the employee's discretion, shall file its complaint directly with the Chief School Administrator.
- B. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:
- If by Association, to Board at Allamuchy Board of Education
P.O. Box B
Allamuchy, New Jersey 07820
 - If by Board, to Association at Allamuchy Education Association
P.O. Box J
Allamuchy, New Jersey 07820

ARTICLE 18

SEPARABILITY

If 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 affect.

ARTICLE 19

DURATION OF AGREEMENT

- A. The duration of this Agreement shall be July 1, 2004 to June 30, 2007.
- B. This Agreement shall not be modified except by mutual agreement of the parties, in writing.

As agreed to on the 30th day of September in the year 2004 by the representing parties:

Keith A. Green, President
Allamuchy Township Board of Education

Leala Baxter, Co-President
Allamuchy Education Association

Julie A. Lee, Vice President
Allamuchy Township Board of Education

Fran Muhlenbruch, Co-President
Allamuchy Education Association

Michael Tullo, Board Secretary
Allamuchy Township Board of Education

Kathryn Stiner, Secretary
Allamuchy Education Association

SCHEDULE A

EXTRA COMPENSATION GUIDE

	2004-05	2005-06	2006-07
Reading Specialist Coordinator	\$3050	\$3100	\$3150
8 th Grade & Fundraising Coordinator	\$3050	\$3100	\$3150
Technology Coordinator	\$3050	\$3100	\$3150
Child Study Team Coordinator	\$3050	\$3100	\$3150
<u>Advisor Salary</u>			
Band Advisor	\$1875	\$1900	\$1925
Chorus Advisor	\$1875	\$1900	\$1925
Curriculum Advisor	\$1875	\$1900	\$1925
Detention & Late Bus Coverage	\$1875	\$1900	\$1925
Drama Advisor	\$1875	\$1900	\$1925
Math Advisor	\$1875	\$1900	\$1925
Professional Development and Mentor Advisor	\$1875	\$1900	\$1925
Safety Patrol Advisor	\$1875	\$1900	\$1925
Yearbook Advisor	\$1875	\$1900	\$1925
<u>Other</u>			
Overnight Supervision	\$ 150	\$ 150	\$ 150
Bedside Instruction 2 hour minimum including travel time	\$ 40	\$ 40	\$ 40
Clerical Aide	\$600	\$650	\$700
*Teacher Mentor	\$725	\$725	\$725
**Special events supervision	\$25	\$25	\$25

*Teacher Mentor is a voluntary position and appointment of an employee or other individual, as a teacher mentor shall be made in accordance with State Department of Education regulations.

** Special events supervision is when an employee returns to school to supervise student participation in a co-curricular, extra-curricular, school-approved program as approved in advance by the Chief School Administrator.

SCHEDULE B

1. To be eligible for movement on the salary guide, certified professional employees must be employed and working at least five (5) months of the previous school year.
2. Should an employee be unable to fulfill at least five (5) months of their contract due to illness, disability, or other emergency circumstances, their salary in the next year shall, regardless of placement on the step of the salary guide, not be less than their previous year's salary.
3. Employees changing degree status may move laterally on the salary guide on either September 1 or February 1 after completing all requirements for said change, provided that the teacher has given five (5) months prior notice of the impending change and has provided evidence of successful completion.
4. Covered persons under this Agreement who are employed part-time or less, without benefits, are to be compensated at a rate of: \$12 per hour for 2004-05, \$12.50 per hour for 2005-06, and \$13 per hour for 2006-07.
5. Salary Guide Placement:
 - A. Certified professional employees beginning after July 1st, 2004 will be determined by the number of years of public teaching experience levels and/or practical, clinical or professional experience (e.g. nurse, social worker, psychologist, LDTC, speech/language specialist, secretary) , not to exceed actual year(s) of experience. A maximum of one (1) year will be credited for professional employees that were certified during non-public school teaching experience. Placement on the guide will reflect actual year(s) of experience. Step placement will not exceed the equivalent of current staff experience. Schedule D will be used for teacher step placement on the salary guide.
 - B. Effective July 1, 2004, the Chief School Administrator shall have discretion to grant credit for Aides' salary guide placement for new hires based upon prior educational experience with children.

**2004-2005
Teacher Salary Guide**

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
1	\$35,000	\$35,700	\$36,400	\$37,100	\$37,800	\$38,500
2	\$35,750	\$36,450	\$37,150	\$37,850	\$38,550	\$39,250
3	\$36,550	\$37,250	\$37,950	\$38,650	\$39,350	\$40,050
4	\$37,450	\$38,150	\$38,850	\$39,550	\$40,250	\$40,950
5	\$38,650	\$39,350	\$40,050	\$40,750	\$41,450	\$42,150
6	\$39,950	\$40,650	\$41,350	\$42,050	\$42,750	\$43,450
7	\$41,300	\$42,000	\$42,700	\$43,400	\$44,100	\$44,800
8	\$42,900	\$43,600	\$44,300	\$45,000	\$45,700	\$46,400
9	\$43,800	\$44,500	\$45,200	\$45,900	\$46,600	\$47,300
10	\$45,100	\$45,800	\$46,500	\$47,200	\$47,900	\$48,600
11	\$46,100	\$46,800	\$47,500	\$48,200	\$48,900	\$49,600
12	\$47,800	\$48,500	\$49,200	\$49,900	\$50,600	\$51,300
13	\$49,800	\$50,500	\$51,200	\$51,900	\$52,600	\$53,300
14	\$51,300	\$52,000	\$52,700	\$53,400	\$54,100	\$54,800
15	\$53,300	\$54,000	\$54,700	\$55,400	\$56,100	\$56,800
16	\$55,300	\$56,000	\$56,700	\$57,400	\$58,100	\$58,800
17	\$57,300	\$58,000	\$58,700	\$59,400	\$60,100	\$60,800
18	\$59,300	\$60,000	\$60,700	\$61,400	\$62,100	\$62,800
19	\$62,800	\$63,500	\$64,200	\$64,900	\$65,600	\$66,300

\$2,000 Recognition Award for 25 years of service to the district

\$1,600 Recognition Award for each year in excess of 25 years of service to the district

**2005-2006
Teacher Salary Guide**

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
1	\$36,000	\$36,700	\$37,400	\$38,100	\$38,800	\$39,500
2	\$36,800	\$37,500	\$38,200	\$38,900	\$39,600	\$40,300
3	\$37,400	\$38,100	\$38,800	\$39,500	\$40,200	\$40,900
4	\$38,300	\$39,000	\$39,700	\$40,400	\$41,100	\$41,800
5	\$39,300	\$40,000	\$40,700	\$41,400	\$42,100	\$42,800
6	\$40,600	\$41,300	\$42,000	\$42,700	\$43,400	\$44,100
7	\$41,900	\$42,600	\$43,300	\$44,000	\$44,700	\$45,400
8	\$43,300	\$44,000	\$44,700	\$45,400	\$46,100	\$46,800
9	\$44,900	\$45,600	\$46,300	\$47,000	\$47,700	\$48,400
10	\$45,800	\$46,500	\$47,200	\$47,900	\$48,600	\$49,300
11	\$47,150	\$47,850	\$48,550	\$49,250	\$49,950	\$50,650
12	\$48,350	\$49,050	\$49,750	\$50,450	\$51,150	\$51,850
13	\$50,250	\$50,950	\$51,650	\$52,350	\$53,050	\$53,750
14	\$52,200	\$52,900	\$53,600	\$54,300	\$55,000	\$55,700
15	\$53,750	\$54,450	\$55,150	\$55,850	\$56,550	\$57,250
16	\$55,900	\$56,600	\$57,300	\$58,000	\$58,700	\$59,400
17	\$58,800	\$59,500	\$60,200	\$60,900	\$61,600	\$62,300
18	\$60,800	\$61,500	\$62,200	\$62,900	\$63,600	\$64,300
19	\$63,800	\$64,500	\$65,200	\$65,900	\$66,600	\$67,300

\$2,000 Recognition Award for 25 years of service to the district

\$1,600 Recognition Award for each year in excess of 25 years of service to the district

**2006-2007
Teacher Salary Guide**

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
1	\$37,000	\$37,700	\$38,400	\$39,100	\$39,800	\$40,500
2	\$37,600	\$38,300	\$39,000	\$39,700	\$40,400	\$41,100
3	\$38,000	\$38,700	\$39,400	\$40,100	\$40,800	\$41,500
4	\$39,050	\$39,750	\$40,450	\$41,150	\$41,850	\$42,550
5	\$40,050	\$40,750	\$41,450	\$42,150	\$42,850	\$43,550
6	\$41,050	\$41,750	\$42,450	\$43,150	\$43,850	\$44,550
7	\$42,350	\$43,050	\$43,750	\$44,450	\$45,150	\$45,850
8	\$43,700	\$44,400	\$45,100	\$45,800	\$46,500	\$47,200
9	\$45,150	\$45,850	\$46,550	\$47,250	\$47,950	\$48,650
10	\$46,650	\$47,350	\$48,050	\$48,750	\$49,450	\$50,150
11	\$47,850	\$48,550	\$49,250	\$49,950	\$50,650	\$51,350
12	\$49,350	\$50,050	\$50,750	\$51,450	\$52,150	\$52,850
13	\$50,700	\$51,400	\$52,100	\$52,800	\$53,500	\$54,200
14	\$52,600	\$53,300	\$54,000	\$54,700	\$55,400	\$56,100
15	\$54,300	\$55,000	\$55,700	\$56,400	\$57,100	\$57,800
16	\$56,200	\$56,900	\$57,600	\$58,300	\$59,000	\$59,700
17	\$59,150	\$59,850	\$60,550	\$61,250	\$61,950	\$62,650
18	\$61,200	\$61,900	\$62,600	\$63,300	\$64,000	\$64,700
19	\$65,000	\$65,700	\$66,400	\$67,100	\$67,800	\$68,500

\$2,000 Recognition Award for 25 years of service to the district

\$1,600 Recognition Award for each year in excess of 25 years of service to the district

Salary Guide

Instructional Aide

Step	2004-2005	2005-2006	2006-2007
1	\$11,550	\$11,550	\$11,550
2	\$11,800	\$11,800	\$11,800
3	\$12,150	\$12,150	\$12,150
4	\$12,600	\$12,600	\$12,600
5	\$13,290	\$13,290	\$13,290
6	\$13,600	\$13,600	\$13,800
7	\$14,000	\$14,000	\$14,000
8	\$14,500	\$14,500	\$14,500
9	\$15,200	\$15,200	\$15,200
10	\$15,900	\$15,900	\$15,900
11	\$16,600	\$16,600	\$16,600
12	\$17,300	\$17,300	\$17,300
13	\$18,000	\$18,000	\$18,000
14	\$19,100	\$19,100	\$19,100
15	\$20,300	\$20,300	\$20,300
16			\$21,500

Classroom Aide

Step	2004-2005	2005-2006	2006-2007
1	\$10,400	\$10,400	\$10,400
2	\$10,770	\$10,770	\$10,770
3	\$11,140	\$11,140	\$11,140
4	\$11,510	\$11,510	\$11,510
5	\$11,880	\$11,880	\$11,880
6	\$12,250	\$12,250	\$12,250
7	\$12,620	\$12,620	\$12,620
8	\$12,990	\$12,990	\$12,990
9	\$13,360	\$13,360	\$13,360
10	\$13,730	\$13,730	\$13,730
11	\$14,100	\$14,100	\$14,100
12	\$14,570	\$14,570	\$14,570
13	\$14,840	\$14,840	\$14,840
14	\$15,210	\$15,210	\$15,210
15	\$15,710	\$15,710	\$15,710

Secretary

Step	2004-2005	2005-2006	2006-2007
1	\$20,500	\$20,500	\$20,500
2	\$21,000	\$21,000	\$21,000
3	\$21,500	\$21,500	\$21,500
4	\$22,000	\$22,000	\$22,000
5	\$22,500	\$22,500	\$22,500
6	\$23,000	\$23,000	\$23,000
7		\$23,500	\$23,500
8			\$24,000

Teacher Hiring Guide 2004-2007

Step	04/05	05/06	06/07
1	1		
2	2-4	2	2
3	5-6	3-5	3
4	7-8	6-7	4-6
5	9	8-9	7-8
6	10	10	9-10
7	11	11	11
8	12	12	12
9	13	13	13
10	14	14	14
11	15	15	15
12	16	16	16
13	17	17	17
14	18	18	18
15	19	19	19
16	20-21	20	20
17	22-24	21-22	21
18	25-26	23-25	22-23
19	27+	26+	24+