

AN AGREEMENT BETWEEN

THE BUTLER BOARD OF
EDUCATION

and

THE BUTLER EDUCATION
ASSOCIATION

JULY 1, 2005

to

JUNE 30, 2008

BUTLER BOARD OF EDUCATION

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BUTLER EDUCATION ASSOCIATION

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THIS AGREEMENT, made and entered into on this 14th day of November, 2005.

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:

Coaches	Office Personnel
Guidance Counselors	Teachers
Librarians	Technology Coordinator
Nurses	

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 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 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 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 the high school during the regular teacher lunch hour.

**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

The Board shall pay full premium for health-care insurance coverage for each eligible employee and his/her eligible dependents.

Effective July 1, 2000, the coverage provided for health care insurance for all employees in the Association shall be in either the Blue Card PPO or Horizon HMO program at the employee's option. Employees may purchase coverage in a traditional indemnity program by contributing the difference between the cost of the Blue Card PPO, and the cost of the traditional indemnity program. (per Section 125 Premium Conversion Plan) Effective July 1, 2003, the office co-pay will be \$10.00.

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 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. Effective January 1, 2006 and for the remainder of this contract, prescription co-pays shall be \$20 name brand, \$10 generic, \$5 mail-order. 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:

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 Section 125 Premium Waiver Plan) The medical option is only available to the first 10 percent of the district employees who elect this option. If discontinuance of benefits is for less than one year, the reimbursement will be prorated. **Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.**

**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 day (½) per year for a secretarial workshop provided this workshop is in conjunction with a B.E.A. 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 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.

**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. Only those teachers who were eligible for payment on the BA+30, BA+46 and BA+60 columns prior to September 30, 1993, will continue to be eligible for payment on that salary column identified and grandfathered as of September 30, 1993. After September 30, 1993, teachers may not advance or move within the three columns. When all teachers who are paid on the basis of BA+30, BA+46 or BA+60 credits have either progressed to an MA or higher column or have left the district, the column designations will be eliminated.
- B. 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 June 15th, notice that he/she intends to reach the next horizontal salary level by September 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. It is understood that said teacher must submit to the Superintendent, prior to September 15th, notice that he/she intends to reach the next horizontal salary level by February 1st.

- C. 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. **Death**

1. An employee may be absent from school without loss of pay for the days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (parent, child, grandparent, grandchild, sister, brother, husband, wife, 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 a three (3) 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.

E. **Personal**

1. Employees will be allowed two (2) 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 one additional day per year without loss in pay for personal business which shall require a statement of reason. This day shall not be added to accumulated sick leave days.
4. Three (3) days prior written request or notice is required in above paragraphs 1 through 3.

- 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 ($\frac{1}{2}$) 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 ($\frac{2}{3}$) 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 ($\frac{1}{3}$) 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 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".

For the 2005-2006 school year, the total amount of tuition reimbursement shall be limited to \$50,000. In the 2006-2007 and 2007-2008 school years, the total amount of tuition reimbursement shall be limited to \$60,000. in each year. Beginning with the summer 2006 semester, an aggregate amount of \$20,000 will be set aside for each of the three semesters. This amount will be prorated among all of the teachers who have received approval from the superintendent for that semester. Teachers will receive a notice indicating the minimum amount of tuition they can expect to receive by July 1st for the summer semester, September 30th for the fall semester, and February 1st for the spring semester.

Any unused funds will carry forward to the next semester, but will not exceed the total of \$60,000 for 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-two (\$22) dollars.

**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
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. Summer Weight Room Monitor at \$10 per hour. (max \$1500)

**ARTICLE XXIII
NON-ATHLETIC ACTIVITY GUIDES**

See pages 26, 27 and 28.

**ARTICLE XXIV
TEACHER WORK YEAR**

The work year for employees shall consist of one hundred eighty-three (183) working days.

**ARTICLE XXV
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. Staff are required to attend one after-school faculty meeting each week.

The school day for professional employees is as follows:

	SIGN IN/OUT	INSTRUCTIONAL DAY
Aaron Decker School	8:00 a.m.-2:40 p.m.	8:10 a.m.-2:20 p.m.
Richard Butler School	7:50 a.m.-2:45 p.m.	8:00 a.m.-2:40 p.m.
Butler High School	7:50 a.m.-2:54 p.m.	8:00 a.m.-2:44 p.m.

**ARTICLE XXVI
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 XXVII
HOME INSTRUCTION**

The hourly rate of pay for teachers providing home instruction shall be thirty-five dollars (\$35) per hour.

**ARTICLE XXVIII
LONGEVITY PAYMENT POLICY**

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

TEACHERS

15 years	\$952
20 years	\$1,654
25 years	\$2,430
30 years	\$3,334
35 years	\$4,362
40 years	\$5,516

SECRETARIES

15 years	\$552
20 years	\$1,079
25 years	\$1,681
30 years	\$2,357
35 years	\$3,111
40 years	\$3,939

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

**ARTICLE XXIX
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:

- 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 XXX
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.

**ARTICLE XXXI
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

**ARTICLE XXXII
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 XXXIII
OFFICE PERSONNEL OVERTIME**

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

**ARTICLE XXXIV
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 requested and needed a school vehicle will be sent to pick up the secretary in the event of snow.

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 their respective buildings.

**ARTICLE XXXV
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 XXXVI
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 XXXVII
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 XXXVIII
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 XXXIX
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 XL
DURATION OF CONTRACT**

The duration of this contract shall coincide with the district's fiscal year
- July 1, 2005 to June 30, 2008 -

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 Patricia Buntzen, President
By Maryann Vermont, Secretary

BUTLER BOARD OF EDUCATION
By Patrick J. Urciuoli, President
By Debra Naley-Minenna, Secretary

The following salary guides shall be for the period from July 1, 2005 through June 30, 2008.

**TEACHER SALARY GUIDE
2005-2006**

STEP	BA	BA+20	MA (*BA+30)	MA+16 (*BA+46)	MA+30 (*BA+60)	MA+45	MA+60
1	43,166	44,466	46,166	47,466	48,766	50,066	51,566
2	43,666	44,966	46,666	47,966	49,266	50,566	52,066
3	44,686	45,986	47,686	48,986	50,286	51,586	53,086
4	45,886	47,186	48,886	50,186	51,486	52,786	54,286
5	47,186	48,486	50,186	51,486	52,786	54,086	55,586
6	48,586	49,886	51,586	52,886	54,186	55,486	56,986
7	50,286	51,586	53,286	54,586	55,886	57,186	58,686
8	52,786	54,086	55,786	57,086	58,386	59,686	61,186
9	55,386	56,686	58,386	59,686	60,986	62,286	63,786
10	58,732	60,032	61,732	63,032	64,332	65,632	67,132
11	62,293	63,593	65,293	66,593	67,893	69,193	70,693
12	65,522	66,822	68,522	69,822	71,122	72,422	73,922
13	67,730	69,405	71,466	73,141	74,945	76,619	78,304

*See Article XII Sec A

**TEACHER SALARY GUIDE
2006-2007**

STEP	BA	BA+20	MA (*BA+30)	MA+16 (*BA+46)	MA+30 (*BA+60)	MA+45	MA+60
1	44,785	46,085	47,785	49,085	50,385	51,685	53,185
2	45,285	46,585	48,285	49,585	50,885	52,185	53,685
3	46,285	47,585	49,285	50,585	51,885	53,185	54,685
4	47,480	48,780	50,480	51,780	53,080	54,380	55,880
5	48,780	50,080	51,780	53,080	54,380	55,680	57,180
6	50,180	51,480	53,180	54,480	55,780	57,080	58,580
7	51,880	53,180	54,880	56,180	57,480	58,780	60,280
8	54,380	55,680	57,380	58,680	59,980	61,280	62,780
9	56,980	58,280	59,980	61,280	62,580	63,880	65,380
10	60,325	61,625	63,325	64,625	65,925	67,225	68,725
11	63,885	65,185	66,885	68,185	69,485	70,785	72,285
12	67,115	68,415	70,115	71,415	72,715	74,015	75,515
13	69,355	71,030	73,090	74,765	76,570	78,245	79,930

*See Article XII Sec A

**TEACHER SALARY GUIDE
2007-2008**

STEP	BA	BA+20	MA (*BA+30)	MA+16 (*BA+46)	MA+30 (*BA+60)	MA+45	MA+60
1	46,415	47,715	49,415	50,715	52,015	53,315	54,815
2	46,915	48,215	49,915	51,215	52,515	53,815	55,315
3	47,915	49,215	50,915	52,215	53,515	54,815	56,315
4	49,110	50,410	52,110	53,410	54,710	56,010	57,510
5	50,410	51,710	53,410	54,710	56,010	57,310	58,810
6	51,810	53,110	54,810	56,110	57,410	58,710	60,210
7	53,510	54,810	56,510	57,810	59,110	60,410	61,910
8	56,010	57,310	59,010	60,310	61,610	62,910	64,410
9	58,610	59,910	61,610	62,910	64,210	65,510	67,010
10	61,955	63,255	64,955	66,255	67,555	68,855	70,355
11	65,515	66,815	68,515	69,815	71,115	72,415	73,915
12	68,745	70,045	71,745	73,045	74,345	75,645	77,145
13	71,010	72,685	74,746	76,421	78,225	79,899	81,584

*See Article XII Sec A

SECRETARIAL SALARY GUIDES

STEP	2005-2006	2006-2007	2007-2008
1	26,030	27,009	27,989
2	26,550	27,530	28,509
3	27,150	28,050	29,030
4	27,750	28,650	29,550
5	28,450	29,250	30,150
6	29,200	29,950	30,750
7	30,200	30,700	31,450
8	31,200	31,700	32,200
9	32,200	32,700	33,200
10	32,930	33,430	34,200

The secretarial staff member who was on Step 10 of the 2004-2005 salary guide will move to a new off guide step. The salary for this employee will be referred to as "Off Guide 1" and will be \$33,930 in 2005-2006, \$35,430 in 2006-2007, and \$36,930 in 2007-2008.

The secretarial staff member who was previously on the off guide step in 2004-2005 will remain off guide. The salary for this employee will be referred to as "Off Guide 2" and will be \$38,530 in 2005-2006, \$40,030 in 2006-2007 and \$41,530 in 2007-2008.

**ATHLETIC COACHES' SALARY GUIDES
2005-2006**

In the 2005-2006 school year, the number of steps on the 2004-2005 guide (ten) are reduced to 5:

- coaches on old step 1 move to new step 1
- coaches on old steps 2 & 3 move to new step 2
- coaches on old steps 4 & 5 move to new step 3
- coaches on old steps 6 & 7 move to new step 4
- coaches on old steps 8 & 9 move to new step 5

There will be no step advancement on the guide during the term of this contract.

2005-2006	1	2	3	4	5
Basketball Head	4027	4519	5094	5670	6203
Basketball Assistant	2698	3081	3574	4067	4449
Baseball Head	3480	3903	4396	4889	5349
Baseball Assistant	2698	3081	3574	4067	4449
Bowling	3089	3493	3985	4478	4899
Cross Country Head	3089	3492	3986	4478	4899
Cross Country Assistant	1798	2054	2383	2711	2966
Elementary Intramural	861	1027	1274	1520	1663
Fencing	861	1027	1274	1520	1663
Field Hockey Head	3089	3492	3986	4478	4899
Field Hockey Assistant	1798	2054	2383	2711	2966
Football Head	4769	5340	5998	6655	7280
Football Assistant	3050	3512	4067	4642	5079
Golf	3089	3492	3986	4478	4899
Gymnastics Head	3089	3492	3986	4478	4899
Gymnastics Assistant	1798	2054	2383	2711	2966
Indoor Track Head	3089	3493	3985	4478	4899
Indoor Track Assistant	1603	1848	2178	2504	2740
Skiing	1408	1644	1972	2301	2518
Soccer Head	3089	3492	3986	4478	4899
Soccer Assistant	1798	2054	2383	2711	2966
Softball Head	3480	3903	4396	4889	5349
Softball Assistant	2698	3081	3574	4067	4449
Track Head	3480	3903	4396	4889	5349
Track Assistant	2698	3081	3574	4067	4449
Wrestling Head	4027	4519	5094	5670	6203
Wrestling Assistant	2698	3081	3574	4067	4449

**ATHLETIC COACHES' SALARY GUIDES
2006-2007**

2006-2007	1	2	3	4	5
Basketball Head	4027	4519	5094	5670	6203
Basketball Assistant	2698	3081	3574	4067	4449
Baseball Head	3480	3903	4396	4889	5349
Baseball Assistant	2698	3081	3574	4067	4449
Bowling	3089	3493	3985	4478	4899
Cross Country Head	3089	3492	3986	4478	4899
Cross Country Assistant	1798	2054	2383	2711	2966
Elementary Intramural	861	1027	1274	1520	1663
Fencing	861	1027	1274	1520	1663
Field Hockey Head	3089	3492	3986	4478	4899
Field Hockey Assistant	1798	2054	2383	2711	2966
Football Head	4769	5340	5998	6655	7280
Football Assistant	3050	3512	4067	4642	5079
Golf	3089	3492	3986	4478	4899
Gymnastics Head	3089	3492	3986	4478	4899
Gymnastics Assistant	1798	2054	2383	2711	2966
Indoor Track Head	3089	3493	3985	4478	4899
Indoor Track Assistant	1603	1848	2178	2504	2740
Skiing	1408	1644	1972	2301	2518
Soccer Head	3089	3492	3986	4478	4899
Soccer Assistant	1798	2054	2383	2711	2966
Softball Head	3480	3903	4396	4889	5349
Softball Assistant	2698	3081	3574	4067	4449
Track Head	3480	3903	4396	4889	5349
Track Assistant	2698	3081	3574	4067	4449
Wrestling Head	4027	4519	5094	5670	6203
Wrestling Assistant	2698	3081	3574	4067	4449

**ATHLETIC COACHES' SALARY GUIDES
2007-2008**

2007-2008	1	2	3	4	5
Basketball Head	4108	4719	5294	5870	6403
Basketball Assistant	2752	3181	3674	4167	4549
Baseball Head	3550	4103	4596	5089	5549
Baseball Assistant	2752	3181	3674	4167	4549
Bowling	3151	3693	4185	4678	5099
Cross Country Head	3151	3692	4186	4679	5099
Cross Country Assistant	1834	2154	2483	2811	3166
Elementary Intramural	878	1127	1374	1620	1763
Fencing	878	1127	1374	1620	1763
Field Hockey Head	3151	3692	4186	4679	5099
Field Hockey Assistant	1834	2154	2483	2811	3166
Football Head	4864	5540	6198	6855	7480
Football Assistant	3111	3612	4167	4742	5179
Golf	3151	3692	4186	4679	5099
Gymnastics Head	3151	3692	4186	4679	5099
Gymnastics Assistant	1834	2154	2483	2811	3166
Indoor Track Head	3151	3692	4186	4679	5099
Indoor Track Assistant	1635	1948	2278	2604	2840
Skiing	1436	1744	2072	2401	2618
Soccer Head	3151	3692	4186	4679	5099
Soccer Assistant	1834	2154	2483	2811	3166
Softball Head	3550	4103	4596	5089	5549
Softball Assistant	2752	3181	3674	4167	4549
Track Head	3550	4103	4596	5089	5549
Track Assistant	2752	3181	3674	4167	4549
Wrestling Head	4108	4719	5294	5870	6403
Wrestling Assistant	2752	3181	3674	4167	4549

**NON-ATHLETIC SALARY GUIDES
2005-2006**

In the 2005-2006 school year, the number of steps on the 2004-2005 guide (eight) are reduced to 4:

- advisors on old step 1 move to new step 1
- advisors on old steps 2 & 3 move to new step 2
- advisors on old steps 4 & 5 move to new step 3
- advisors on old steps 6, 7 & 8 move to new step 4

There will be no step advancement on the guide during the term of this contract.

Activity	Step 1	Step 2	Step 3	Step 4
Band Director	2865	3215	3535	3920
Assistant Band Director	2310	2595	2840	3060
Percussion	1440	1640	1870	2085
Senior Class Advisor	1820	2075	2370	2615
Junior Class Advisor	1720	1960	2260	2535
Conflict Resolution	950	1080	1245	1615
DECA	1815	2080	2395	2685
Drama	810	915	1030	1340
Honor Society	950	1080	1245	1615
Jerseyman	950	1080	1245	1615
Junior Officials	950	1080	1245	1615
Key Club	950	1080	1245	1615
Math League	950	1080	1245	1615
PEER	950	1080	1245	1615
Publications	2190	2490	2820	3205
Science League	950	1080	1245	1615
Spring Musical	1445	1645	1850	2205
Student Council	2265	2570	2890	3285
Assistant Student Council	1165	1320	1480	1640
RBS Student Council	1295	1450	1605	1765
Stage Crew	1690	1935	2215	2490
Vocal Music	2490	2810	3135	3490
Yearbook	2300	2570	2875	3210
Cheering - Basketball	1010	1140	1300	1440
Cheering - Football	1010	1140	1300	1440
Cheering – Wrestling	1010	1140	1300	1440
Band Front	1445	1645	1870	2085
Biology Club	950	1080	1245	1615
Sophomore Class Advisor	950	1080	1245	1615
Freshman Class Advisor	950	1080	1245	1615
Forensics	1700	1935	2215	2490
Interact	950	1080	1245	1615
Chemistry League	950	1080	1245	1615

**NON-ATHLETIC SALARY GUIDES
2006-2007**

Activity	Step 1	Step 2	Step 3	Step 4
Band Director	2865	3215	3535	3920
Assistant Band Director	2310	2595	2840	3060
Percussion	1440	1640	1870	2085
Senior Class Advisor	1820	2075	2370	2615
Junior Class Advisor	1720	1960	2260	2535
Conflict Resolution	950	1080	1245	1615
DECA	1815	2080	2395	2685
Drama	810	915	1030	1340
Honor Society	950	1080	1245	1615
Jerseyman	950	1080	1245	1615
Junior Officials	950	1080	1245	1615
Key Club	950	1080	1245	1615
Math League	950	1080	1245	1615
PEER	950	1080	1245	1615
Publications	2190	2490	2820	3205
Science League	950	1080	1245	1615
Spring Musical	1445	1645	1850	2205
Student Council	2265	2570	2890	3285
Assistant Student Council	1165	1320	1480	1640
RBS Student Council	1295	1450	1605	1765
Stage Crew	1690	1935	2215	2490
Vocal Music	2490	2810	3135	3490
Yearbook	2300	2570	2875	3210
Cheering - Basketball	1010	1140	1300	1440
Cheering - Football	1010	1140	1300	1440
Cheering - Wrestling	1010	1140	1300	1440
Band Front	1445	1645	1870	2085
Biology Club	950	1080	1245	1615
Sophomore Class Advisor	950	1080	1245	1615
Freshman Class Advisor	950	1080	1245	1615
Forensics	1700	1935	2215	2490
Interact	950	1080	1245	1615
Chemistry League	950	1080	1245	1615

**NON-ATHLETIC SALARY GUIDES
2007-2008**

Activity	Step 1	Step 2	Step 3	Step 4
Band Director	2885	3230	3555	3940
Assistant Band Director	2330	2605	2860	3080
Percussion	1465	1665	1890	2105
Senior Class Advisor	1840	2090	2390	2635
Junior Class Advisor	1735	1980	2275	2555
Conflict Resolution	970	1100	1265	1420
DECA	1835	2100	2415	2705
Drama	830	935	1050	1360
Honor Society	970	1100	1265	1635
Jerseyman	970	1100	1265	1635
Junior Officials	970	1100	1265	1635
Key Club	970	1100	1265	1635
Math League	970	1100	1265	1635
PEER	970	1100	1265	1635
Publications	2205	2510	2840	3225
Science League	970	1100	1265	1420
Spring Musical	1465	1660	1870	2225
Student Council	2280	2590	2910	3305
Assistant Student Council	1185	1340	1500	1625
RBS Student Council	1315	1470	1625	1780
Stage Crew	1710	1955	2235	2505
Vocal Music	2510	2830	3155	3510
Yearbook	2320	2590	2925	3230
Cheering - Basketball	1030	1160	1315	1460
Cheering - Football	1030	1160	1315	1460
Cheering - Wrestling	1030	1160	1315	1460
Band Front	1465	1665	1890	2105
Biology Club	970	1100	1265	1635
Sophomore Class Advisor	970	1100	1265	1635
Freshman Class Advisor	970	1100	1265	1635
Forensics	1710	1955	2235	2505
Interact	970	1100	1265	1635
Chemistry League	970	1100	1265	1635

