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AGREEMENT  
BETWEEN  
UNION TOWNSHIP BOARD OF EDUCATION  
AND  
UNION TOWNSHIP OF HUNTERDON COUNTY EDUCATION ASSOCIATION

X July 1, 1986

to

June 30, 1988

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PREAMBLE

This AGREEMENT entered into this 15th day of September 1986 by and between the Board of Education of Union Township, Hunterdon County, New Jersey hereinafter called the "Board", and Union Township of Hunterdon County Education Association, hereinafter called the "Association".

ARTICLE I

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all of the following certificated personnel under contract:

Classroom Teachers

Special Subject Teachers

Supplemental Teachers

Nurse

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

This Agreement shall become effective September 15, 1986, and shall continue in effect until June 30, 1988.

This Agreement incorporates the entire understanding of the parties on all matters which were agreed to as the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Any agreement so negotiated shall apply to all teachers, as defined in Article I, be reduced to writing, be adopted by the Board and Association, and signed by the officers of the respective parties.

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974.

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.

Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

### Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to the 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 III

BOARD JURISDICTION

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, to take whatever actions may be necessary to carry out the obligations of the Union Township School District.

It is understood that teachers shall continue to serve under the direction of the Chief School Administrator and in accordance with Board and administrative policies, rules and regulations, provided they are consistent with and not in conflict with any provisions of this Agreement.

ARTICLE IV  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a formal complaint instituted by a teacher(s) or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or group of teachers.

2. Aggrieved person

An aggrieved person is the teachers(s) or the Association making the formal complaint. The name of the aggrieved teacher(s) shall be included on the grievance form when the grievance is submitted.

B. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level equitable solutions to the grievances which may arise from time to time affecting the terms and conditions of employment of teachers.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is practicable.

3. Level one - Principal

Within a period of 45 school days, a teacher with a grievance shall first discuss it with the Principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. 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 the presentation of the grievances, he/she may file the grievance in writing within five (5) school days, to the Principal and shall name the teacher(s) involved shall state the facts giving rise to the grievance, shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the Principal shall hold a hearing and communicate his/her answer in writing to the grievant.

5. Level Three

a. If the grievance is not resolved at Level Two to the aggrieved person's satisfaction, the aggrieved person may request, no later than five (5) school days after receipt of the Principal's decision, a review by the Board. This request shall be submitted in writing through the principal who shall attach all related papers and forward the request within five (5) school days from the date of request for review to the Board.

b. The Board or a committee thereof, shall review the grievance, hold a hearing within fifteen (15) school days of receipt of the related papers with the aggrieved person if such is deemed necessary by the Board or if such is requested by the aggrieved person, and shall render a decision with reasons in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the aggrieved person, whichever comes later. The Board shall communicate its written decision to the aggrieved person, the Association, and to the Principal.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three and the Association chooses to submit the grievance to arbitration, the Association shall notify the Board in writing of its decision to proceed to arbitration under the rules of the New Jersey Public Employees Relations Commission. Such notification must be made within fifteen (15) school days after the decision at Level Three.

The decision of the arbitrator shall be advisory.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to or subtract from the agreement of the parties.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at their option, by representative(s) selected or approved by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The aggrieved person, Board, and school administration shall have the right to have present consultants and/or advisors of their choice. However, the Board shall not be responsible for the salaries of the consultant and advisor of the aggrieved person. When a grievance is filed by an individual the individual must be present at all hearings.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative and member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. The aggrieved person, however, should be available to testify if requested to do so by the Board.

2. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved person to proceed to the next level permitted. Failure at any step of this procedure to appeal a grievance to the next step permitted within the specified time limit, shall be deemed to be acceptance of the decision rendered at that step and presented it in writing.

3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been fully determined.

4. It shall be the general practice to process grievances during times which do not interfere with assigned duties of teachers provided. However, in the event the Board and the arbitrator agree to hold the proceedings during regular working hours, an aggrieved person and his/her representative participating in any level of the grievance procedure, with any representative of the Board, shall be released from his/her assigned duties for that purpose without loss of salary.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Association, submitted to administration, agreed upon jointly and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. All documents, communication, and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants until after a final decision is rendered.

7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE V

BOARD-TEACHER LIAISON

At the request of either party to this Agreement, there shall be the maximum of four (4) meetings during the school year between the Board and faculty, to share concerns regarding school program and practices.

A portion of each of these meetings shall be given to the purpose of reviewing and discussing the administration of this Agreement. These meetings shall not be concerned with any grievance. Each party shall submit to the other, through their respective secretaries, at least three (3) school days prior to the scheduled meeting, an agenda covering those matters relative to the Agreement which they wish to discuss.

Unless, otherwise agreed, the meeting under this Article will be scheduled during the months of October, January, March, and June, at a time and place mutually agreed upon by the participants.

The intent of this Article is not to lessen the authority or the responsibility of the Board in any way, but to establish a process which will allow for a sharing of viewpoint between the teachers and the Board.

ARTICLE VI  
TEACHER RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere, provided they do not conflict with existing law.

B. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Complicance Between Individual Contract Policies and Master Agreement

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

D. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Union Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without approval of the teacher, provided the appropriate documentation for those grades are made available.

E. Criticism

Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

Both the Faculty and the Board are expected to act responsibly and limit public criticism of individuals to issues or facts relevant to the educational needs of students or the orderly operation of the school.

ARTICLE VII  
TEMPORARY LEAVES OF ABSENCE

A. In addition to the accumulated sick leave, brief leaves of absence without loss of pay shall be provided as follows: (non-accumulative)

1. Death in the immediate family (parent, spouse, child, brother, sister, current mother and/or father-in-law, grandmother and/or grandfather) will carry an allowance of three (3) days without deduction. Additional days may be granted at the Board's discretion.

2. Illness in the immediate household will carry a total allowance of three (3) days leave, per year, deductible from accumulated sick leave.

3. Death of other relative or close friend will allow one (1) day's leave without deduction. Written notice of basis for leave to be provided within ten (10) working days following the absence pertaining to points 1, 2, and 3.

4. In addition a total of three (3) days leave with full pay shall be granted, upon three (3) working days notice except in cases of emergency, to the Principal for any of the following reasons:

a. Court subpoena or other legal business.

b. Marriage of employee or one of his/her immediate family.

c. Personal matters which requires absence during school hours. A person taking this leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

d. Any other reason if approved by the Principal.

e. Unused personal leave days are to accumulate as sick leave.

5. Teachers who cannot be excused from jury duty will be permitted leaves of absence with full pay provided that the jury duty compensation be turned over to the Board of Education.

6. Days taken by teachers in excess of those stated above and not considered sick leave shall be subject to a reduction in salary of 1/200th of the individual's contract salary.

B. Maternity Leave

The Board shall grant maternity leave without pay to any teacher upon request, subject to the following stipulations and limitations:

1. Maternity leave shall commence and terminate on a mutually agreed upon date by the parties.

2. Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.

3. Any teacher granted maternity leave shall at her request, where feasible, be restored to the same teaching position, subject area, and grade level vacated at the commencement of said leave.

4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work following delivery and prior to the desired date of return.

5. The Board shall not remove any teacher from her duties during pregnancy unless the teacher does not produce a certificate from her physician that she is medically able to continue teaching.

Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.

#### C. Sick leave

##### 1. Accumulative

a. As of September 1, 1981, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

b. For every ten (10) days of sick leave accumulated in one year, the Board will award one additional day.

##### 2. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave not later than September 30 of each school year.

##### 3. Extended Sick Leave Policy

###### a. Purpose

To provide staff members with additional income security due to extended illness or injury, when their accumulated sick leave is insufficient to cover the length of absence.

###### b. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

c. Scope of Plan

When absence, under the circumstances described above, exceeds the accumulated sick leave, the Board of Education shall pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as 1/200th of the annual salary.

D. Sabbatical Leave

1. Sabbatical leaves are available each year to allow teachers time for further education or travel, to permit them to teach or study full or part time in another environment, or for any other worthwhile purpose. Applications shall be processed and given preference, in the order received, and shall be filed no later than March 31 for sabbaticals available the following year.

2. All sabbaticals shall be granted for one full work year, except that two teachers may apply for and share a single sabbatical. Sabbatical leave is normally not available to more than three teachers in any year or a teacher with less than seven (7) years service at Union Township School, or within five years of a previous sabbatical. At the conclusion of any sabbatical, teachers shall file a detailed report on their activities in a form acceptable to the Chief School Administrator. Normally, during a sabbatical teachers shall be entitled to continuance of medical and prescription plan benefits, as well as pension rights, but shall not receive any other compensation from the Board.

3. Upon return from any sabbatical, a teacher shall be entitled to receive a teaching assignment comparable to that held prior to the sabbatical. Such teacher's salary for the school year upon return shall be that under the contract which would have been received had the teacher been teaching at the school during the sabbatical. During a sabbatical the provisions of Article VII above shall apply.

4. All sabbatical leave shall be subject to the approval of the Board, which shall not be unreasonably withheld. In the event there are more applicants for sabbaticals than this contract permits, however, the decision of the Chief School Administrator in allocating or awarding such leaves shall be final.

ARTICLE VIII

SUBSTITUTES

A. Released Time

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period, is undesirable. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers will credit these periods up to a total of seven (7) periods which entitles him/her to one (1) additional personal business day to be taken before the end of the current school year. Such coverage shall be arranged by the Principal and shall be distributed as equitable as possible among the teachers. When a teacher requires coverage for his/her convenience except in the case of an emergency, the teacher needing coverage shall have the equivalent periods deducted from his/her accumulation.

ARTICLE IX  
ASSOCIATION PRIVILEGES

A. Meetings

Association business may be conducted on school premises provided it does not interfere with the normally scheduled classes or assignment of a teacher.

B. Use of School Buildings

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings, provided they do not interfere with normal school operations and/or meetings previously scheduled by the administration. The Principal shall be notified in advance of the time and place of all such meetings. Prior approval shall be required.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with permission of the Principal, provided that this shall not interfere with or interrupt normal school operations. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

D. Bulletin Board

The Association shall have the use of a bulletin board in the teacher's lounge.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the school mail boxes.

F. Released Time for Meetings

The President of the Association shall be granted the time needed to attend the Hunterdon County Education Association Presidents' Luncheon with no loss in pay.

## ARTICLE X

### TEACHER WORK YEAR AND WORK DAY

#### A. In-School Work Year

##### 1. Ten (10) month personnel

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-six (186) days.

##### 2. In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

##### 3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

#### B. Teacher Work Day

1. The normal in-school work day, not including normal and traditional extra-curricular activities shall consist of seven (7) hours and ten (10) minutes. Teachers shall have a flexible day ie: 8:00 a.m. to 4:15 p.m. On Fridays and days preceding school holidays teachers may leave when all scheduled buses have departed, except by mutual agreement. In sole event that it becomes necessary to change scheduled school day to accomodate the bus schedule, the Board shall have to right to do so. In the event the change extends the school day, by more than thirty (30) minutes the teachers shall have the right to reopen this agreement.

2. Teachers shall have a daily duty-free lunch period of thirty (30) minutes.

3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period provided they notify the office.

4. Teachers may be required to remain after the end of the normal work day without additional compensation once a week or, additionally in case of emergency for the purpose of attending professional meetings as required by the Principal. The duration of each such meeting will be no more than sixty (60) minutes. An agenda must be given to teachers one (1) school day before meetings, except in an emergency. Teachers may have the opportunity to suggest additional items for the agenda. Meetings which take place after the regular in-school work day shall not be called on Friday or any day immediately preceding any holiday, or the days upon which teacher attendance is not required in school. In addition there will be six in-service sessions, held for one hour 3:30 p.m. to 4:30 p.m. throughout the school year. These

ARTICLE X (Continued)

in-service sessions will be planned in cooperation with the staff and the Chief School Administrator.

5. During the work week teachers shall devote a minimum of 300 minutes to preparation for classroom teaching, such minimum to be prorated whenever the work week or a teacher's time in school is less than five full days.

6. All teaching staff will attend two (2) evening functions per school year.

7. Parent Conferences:

Two (2) evenings per year; staff excused/relieved from duty at 1:00 p.m. when evening conferences are scheduled.

ARTICLE XI  
TEACHER EVALUATION

A. General Criteria

1. Purpose

The purpose of evaluation shall be to improve the quality of instruction; to improve professional competence; to identify professional strengths and improvements needed, if any; and assess the teaching staff member's classroom performance in effecting the school district's goals and objectives in the instructional process.

2. Evaluation by certified supervisors

Teachers shall be evaluated only by persons designated by the Board of Education and certified by the New Jersey State Board of Examiners to supervise instruction and are employed by the district on a regular full-time basis.

3. Copies of evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluator within at least five (5) days of the observation and at least one (1) day before any conference to discuss it. No such report shall be submitted to the board; placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Standardized tests

Results of standardized tests used for evaluation of students shall not be used to evaluate teacher performance.

5. Open Evaluation

All observations shall be conducted openly and with full knowledge of the teacher.

B. Evaluation Procedure

1. Non-tenured teachers shall be observed and evaluated in the performance of his or her duties at least three (3) times during the school year, but not less than once during each semester. Said evaluations are to take place before April 20 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three (3) evaluations must have been completed prior to April 30. The number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.

ARTICLE XI (Continued)

2. Tenured teaching staff members shall be evaluated at least once annually.

3. Formal Observations

All formal observations shall take place in the classroom or at such other work station as is the staff member's normal operating base. Each staff member shall be advised beforehand of the week during which an observation will take place. In K-6, observations shall be for one full instructional period, and one full class period in 7-8.

4. Communications

Whenever requested, observations shall be preceded by a discussion of the instructional process to be observed and any particular problems anticipated or objectives sought. As soon as possible after each observation there shall be a conference between the observer and staff member to review the teacher's performance, and to provide assistance in improving instructional methods and content.

In addition to their rights under law and this contract, to file comments or objections, or institute grievance proceedings, each staff member may make a written response to any observation or evaluation report, which response will be submitted with such report when it is presented to the Board.

5. Reports

Evaluations shall include in narrative form:

(a) Strengths of the teaching staff member as evident during the period since the previous report.

(b) Areas of improvement, if any, identified in specific terms.

(c) Specific suggestions as to measures which the teaching staff members might take to improve his/her performance in those areas where weaknesses, if any, have been indicated.

## ARTICLE XI (Continued)

➤ Areas in need of improvement which are not repeated in subsequent reports shall be deemed to be correct. The teaching staff member's signature - which does not indicate agreement, but awareness of the report - shall appear on the evaluation form.

### C. Personnel Records

#### 1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Principal and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure.

#### 2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing signatures to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The answer to such material and his/her answer shall be reviewed by the Board's Personnel Committee and attached to the file copy.

#### 3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

### D. Termination of Employment

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise.

ARTICLE XII

TEACHER ASSIGNMENTS

A. The Principal has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The Principal shall give notice in assignments to teachers by April 30th, except in the case of unforeseen circumstances.

B. The Principal, during the school year, shall post a notice within one (1) week as a vacancy becomes known to the Board.

C. During the school year, teachers who desire a change in grade and/or subject assignment must file a written statement of such desire with the Principal, not later than fifteen (15) days after the notice of vacancies. Any teacher desiring a change in grade assignment relative to summer vacation shall file said written request by June 15th with the Principal.

D. The parties recognize that changes in grade and/or subject assignments may be necessary, the administration will not, in any case, assign a teacher without prior discussion with said teacher. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason.

ARTICLE XIII

PROFESSIONAL COMPENSATION

A. The parties adopt the Salary Guide attached as Exhibit A for the school year July 1, 1986 through June 30, 1987. Each teacher currently employed by the Board has been placed on an agreed step on the Guide. Teachers employed by the Board after July 1, 1986 shall be placed on a step on the Guide that similarly reflects the years of teaching experience credited to them by the C.S.A.

The parties adopt the Salary Guide attached as Exhibit B for the school year July 1, 1987 through June 30, 1988.

B. Professional work done by staff members during July and August shall be compensated at the rate of \$17.00 per hour. Teachers engaged in summer professional work shall be recommended to the Board's Education Committee by the C.S.A. and approved by the entire Board of Education.

C. Teachers shall be reimbursed for travel to and from school related functions approved in advance by the C.S.A. at the rate established from time to time by the Board for reimbursement of administrative staff and board travel by car.

ARTICLE XIV

HEALTH BENEFITS

- A. The Board will provide family coverage for all eligible staff members on the state health plan.
- B. The Board shall provide for the employee and eligible family members a prescription drug program.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Programs

##### 1. Pay and expenses for required training

a. To pay the cost of tuition incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is directed by the administration to take.

##### 2. Course Work Reimbursement

a. The Board will reimburse instructional staff members full payment for A's, B's and Pass in a pass/fail course. Full payment will be made for C's if they are part of a degree program.

b. A maximum of eighteen (18) credits per year at the New Jersey state college prevailing rate will be allowed under this clause; however, a staff member may not take more than six (6) credits per the Fall or Spring semesters.

c. Courses completed during the fall semester shall be reimbursed in January. Courses completed during the spring and summer semesters shall be reimbursed in September upon commencement of teaching duties in the Union Township School.

d. Courses to be reimbursed are subject to the approval of the C.S.A. The decision will be based on the knowledge of present and future needs of the school system and the individual's work load. Part-time employees employed in another district shall be reimbursed at a percentage commensurate with their time at Union Township. Part-time employees, employed only at Union Township, shall be eligible for full tuition benefits.

Teachers may be reimbursed for up to 18 credits of courses taken in any year. If a teacher resigns from the Union Township staff within one year after being reimbursed for one or more course credits, that teacher shall repay one-half of the amount received in reimbursement.

## ARTICLE XVI

### DUES DEDUCTION AND REPRESENTATION FEE

#### A. Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Union Township Education Association, the Hunterdon County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct.

2. Each of the associations named above shall certify to the Board in writing, prior to August 1, the current rate of the membership dues.

3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Business Administrator/Board Secretary during the month following the filing of such card with the Board.

4. Any such written authorization may be withdrawn at anytime by the filing of notice of such withdrawal with the Business Administrator/Board Secretary.

#### B. Representation Fee

1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the union and transmit the fee to the majority representative in compliance with Chapter 477, Public Law 1979.

2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.

3. The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees, and assessments.

ARTICLE XVI (Continued)

4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their secretaries.

BY *Jean Cutler*  
President  
Union Township of Hunterdon  
County Education Association

BY *Glenn W Rott*  
President  
Union Township Board of Education

BY *Jacqueline Deo*  
Secretary

BY *Alligail E. Kutz*  
Secretary

EXHIBIT A  
1986-87 SALARY GUIDE

Years for levels	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
A 0 - 1	18,600	19,158	20,088	20,460	21,204	23,250
F 2 - 6	19,180	19,756	20,715	21,098	21,866	23,976
G 7 - 9	19,779	20,372	21,361	21,757	22,548	24,724
H 10	20,396	21,008	22,028	22,436	23,251	25,495
I 11	21,032	21,663	22,715	23,136	23,977	26,291
J 12	21,688	22,339	23,424	23,857	24,725	27,111
K 13	22,365	23,036	24,154	24,602	25,496	27,957
L 14	23,063	23,755	24,908	25,369	26,292	28,829
M 15	23,782	24,496	25,685	26,161	27,112	29,728
N 16	24,524	25,260	26,487	26,977	27,958	30,656
O 17	25,290	26,048	27,313	27,819	28,830	31,612
P 18	26,079	26,861	28,165	28,687	29,730	32,599
Q 19	26,892	27,699	29,044	29,582	30,657	33,616

EXHIBIT B  
1987-88 SALARY GUIDE

Years for levels	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
A 0 - 1	19,630	20,218	21,195	21,649	22,431	24,579
F 2 - 6	20,239	20,843	21,851	22,321	23,124	25,340
G 7 - 9	20,869	21,494	22,533	23,014	23,844	26,127
H 10	21,515	22,161	23,232	23,723	24,584	26,936
I 11	22,187	22,848	23,951	24,458	25,345	27,771
J 12	22,875	23,557	24,696	25,219	26,127	28,632
K 13	23,583	24,292	25,463	26,001	26,941	29,524
L 14	24,318	25,043	26,256	26,805	27,776	30,438
M 15	25,074	25,819	27,069	27,634	28,637	31,383
N 16	25,851	26,623	27,915	28,495	29,524	32,354
O 17	26,655	27,453	28,781	29,377	30,438	33,362
P 18	27,484	28,308	29,673	30,291	31,383	34,396
Q 19	28,340	29,185	30,597	31,230	32,359	35,462