Collective Bargaining Considerations for Local Associations

1) Do you have contract language for Athletic Trainers?
2) Do they receive a stipend salary, too?
3) Are they paid on the teachers’ salary guide?
4) Are they considered 12-month employees?
5) Are their hours defined within the Contract?
6) Do they have their own section of the Contract?
7) Do they receive vacation days?
8) Is there reimbursement for PD opportunities?
Athletic Trainer Requirements

According to the National Athletic Trainers’ Association: “Athletic Trainers (ATs) are healthcare professionals who render service or treatment, under the direction of or in collaboration with a physician, in accordance with their education and training and the states’ statutes, rules and regulations. As a part of the healthcare team, services provided by ATs include injury and illness prevention, wellness promotion and education, emergent care, examination and clinical diagnosis, therapeutic intervention, and rehabilitation of injuries and medical conditions.”

*Athletic training is recognized by the American Medical Association (AMA) as a healthcare profession.

The NATA Code of Ethics states the principles of ethical behavior that should be followed in the practice of athletic training.

**ATs must be properly certificated.** If ATs were employed in a public school prior to 1999, this means that they must be registered with or licensed by the New Jersey State Board of Medical Examiners, as applicable, as Athletic Trainers. Post 1999, they must hold the Educational Services Certificate from the State Board of Examiners, which includes a school AT endorsement. Certification is governed by the Athletic Training Licensure Act (ATLA), N.J.S.A. 45:9-37.35 to –37.50. Failure to hold proper certification will mean that they cannot obtain tenure or its protections and may subject them to immediate dismissal. See N.J.S.A. 18A:28-4, 18A:26-2.4, and 18A:26-2.5.

In order for ATs to practice in a public-school setting in NJ, ATs must possess the National Athletic Trainers’ Association Board of Certification (NATABOC) certificate, NJ state licensure from the Board of Medical Examiners, and a certificate as a school AT from the NJDOE. ATs must obtain 50 approved continuing education units (CEUs) from the NATABOC biennially. In addition, they must obtain twenty four CEUs biennially to maintain NJ state licensure with two units in concussion management and one unit in opioid use.

Tenure for ATs is governed by the same rules for other certificated staff, N.J.S.A. 18A:28-5. In other words, ATs receive tenure after four years and a day (three years and a day if it was prior to TEACHNJ in 2012), provided that they have the proper certification. If they are tenured, ATs receive the same protections against dismissal or reduction in compensation unless the district proves conduct unbecoming, inefficiency, incapacity, or other just cause in a tenure hearing.

### A. Work Day/Work Year Language Examples

1. The Athletic Trainer’s work year shall start with the beginning of the official preseason in August. The conclusion of the work year shall be at the end of the spring sports season, once close-out responsibilities have been met, as approved by the Athletic Director.

2. The work year will begin in August on the day prior to the date that the NJSIAA sets for the start of Fall sports or on a day agreed upon between the Athletic Trainer and the Athletic Director. The last day for the Athletic Trainer’s school year will take place one (1) day after the last day of any spring sport competition(s) provided all end of the year duties/tasks have been completed.

3. The Athletic Trainer will be a 12-month position that will run from July 1-June 30th annually. In lieu of working during the month of July, the Athletic Trainer will be required to work up to 20 Saturdays during the sports seasons.

4. The work week and workday of the Athletic Trainer shall be Monday through Friday from 10:30 AM until the conclusion of the afternoon athletic practice and/or contests plus Saturdays, Sundays, holidays and evenings when there are athletic events that require the Athletic Trainer’s presence to include off-site county and state tournament semi and final contests. At such times that night events occur (a night event is any contest that begins at 7:00 PM or later), the Athletic Trainer’s workday shall begin at 1:00 PM. The Athletic Trainer shall be entitled to a duty-free meal period that is equal in duration to the lunch period of secondary teachers. The duty-free meal period shall be coordinated with the Athletic Director.

5. The Athletic Trainer’s work year is twelve (12) months. During the summer, the Athletic trainer will have the option of working 7:30 a.m.-3:30 p.m. four (4) days per week. The Athletic Trainer will be able to work these flex hours with the prior approval of the Athletic Director.

6. The Athletic Trainer will work the following hours when school is in session: Fall Season: from noon until athletic events are over. Winter Season: from 1:00 p.m. until athletic events are over. Spring Season: from noon until athletic events are over. The Athletic Trainer may be required to work weekends and certain holidays, when athletic events or practices are scheduled, and may be required to report prior to the above stated hours for specific circumstances such as playoff games, tournaments, or other events as determined by the Athletic Director.
**B. Salary Language Examples**

1. The base salary of the Athletic Trainer shall be set forth on the teachers’ salary guide and shall be set in accordance with educational degrees and years of experience. For each of the days of work during August, the Athletic Trainer shall be paid one-two hundredth (1/200) of his or her base salary.

2. Base compensation for this time shall be based upon the teachers’ salary guide. The Athletic Trainer is a 10-month employee. For hours in excess of a teacher’s work year (187 x 7.25 hours), compensation will be calculated as follows, at the discretion of the Athletic Trainer and approval of the Superintendent:

   Option 1: The Athletic Trainer shall be paid at an hourly rate computed by salary divided by total hours for the teacher’s work year. For weeks in excess of 40 hours, a rate of time-and-a-half shall be computed. In addition, compensation of $100 per event for championship NJSIAA events or similar events agreed to by administration shall be paid for events that fall on teacher holidays or Saturdays.

   Option 2: The Athletic Trainer will be paid an additional 20% of his or her base salary spread evenly through July and August following the conclusion of the school year in accordance with the 12-month employee pay schedule.

3. The Athletic Trainer’s salary shall be based upon the step of the teacher’s salary guide agreed upon by the Board and the Athletic Trainer at the time of employment, regardless of experience, plus a stipend of $____. The stipend will be pensionable and a part of the Athletic Trainer’s regular salary and be paid in his or her regular paycheck.

4. The Athletic Trainer will work a required minimum of forty (40) hours within a seven (7) day work week. The Athletic Trainer will be paid one hundred and ten percent (110%) on the appropriate step of the certified staff scale. The Board will pay for the Athletic Training Association annual dues. The Athletic Trainer is an eleven (11) month employee who has the option to work five (5) weeks during July & August to get a floating week to be used during the school year.

5. The Athletic Trainer’s salary shall be in accordance with the teachers’ salary guide. The Athletic Trainer shall receive an additional annual payment of ten percent (10%) of his or her base salary in consideration of the time worked during weekends, holidays, and August. This additional annual payment is pensionable and will be paid over the twenty (20) payments from September through June.

6. The Athletic Trainer will be a 12-month position that will run from July 1-June 30th annually. In lieu of working during the month of July, the athletic trainer will be required to work up to 20 Saturdays during the sports seasons. The Athletic Trainer will have 21 vacation days and be granted the following paid legal holidays: New Year’s Day, Dr. Martin Luther King Jr’s Birthday, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans’ Day, Thanksgiving Day, Christmas Day, and Juneteenth. A maximum of 10 unused vacation days may be rolled over to the next year.

7. The Athletic Trainer shall not be required to attend faculty meetings. The Athletic Trainer shall attend one (1) annual conference at Board expense, upon prior approval by the Superintendent, in order to maintain current licensure. Additionally, the Athletic Trainer shall participate in continuing education in order to satisfy licensure requirements.

8. One compensatory day shall be earned for each day of training camp in August of each year to a maximum of ___ earned days per year. Additionally, one compensatory day will be awarded for a legal holiday worked when school is not in session. These days are in addition to contractual days granted for sick and personal reasons and may only be taken with permission between athletic seasons when no athletic events are taking place.

**C. Other Negotiated Language Examples**

1. Sick/personal leave: the Athletic Trainer will be granted 13 sick days and 5 personal days each school year.

2. The Athletic Trainer shall be required to attend two (2) Back to School Nights and attend one (1) duty each year.

3. If the Athletic Trainer is required to work on a Sunday, he or she will be given a floating holiday to be taken on a date mutually agreed upon by the Athletic Trainer and Supervisor.

4. The Board agrees to pay the dues and fees on behalf of the Athletic Trainer to professional associations on the local, county, state and national levels that are relevant to the position, as approved by the Superintendent, but do not include dues to the local, county, state, or national unions.

5. The Board Agrees to pay tuition and fees as necessary for the Athletic Trainer to pursue post-graduate programs related to his area.

**Are you a union member? Reach out to your Local Association President for support.**

You can also find your NJEA UniServ Representative at njea.org/regional-offices/#/

**Not a union member (yet!)?**

Join the union at njea.org/join.

*Any public school employee can be a union member on at least the county, state, and national levels.

**One more thing:** make sure you have a copy of your Board-approved job description.