

NEGOTIATED AGREEMENT

between the

GALLOWAY TOWNSHIP BOARD OF EDUCATION

and the

GALLOWAY TOWNSHIP EDUCATION ASSOCIATION

1986-88

X July 1, 1986 - June 30, 1988

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ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Galloway Township Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certified teaching personnel and support personnel.

B. Definition of Teacher

Unless otherwise indicated, the term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association including teachers, school nurses, librarians, guidance counselors, and long-term substitutes, but excluding the Superintendent of Schools, School Business Administrator, full-time principals and curriculum supervisors. Reference to male teachers shall include female teachers. This reference shall also be used in other employee categories. (Professional employees must hold current certificate.)

C. Part-Time Teachers

Teachers employed less than 50% of a full-time assignment appointed on or after July 1, 1986, will not be eligible to receive the benefits provided herein.

D. Definition of Support Personnel

The term "support personnel" when used hereinafter in this Agreement, shall refer to secretaries, clerks, teacher aides, truck drivers, cafeteria personnel, custodians, and maintenance personnel employed full-time (20 hours per week).

E. Definition of Employee

The term "employee" when used hereinafter in this Agreement shall refer to all teachers and support personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employee's employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

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.

C. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975, the Board shall not effect any change in Policy concerning terms and conditions of employment negotiated and included as part of this Agreement and contained herein.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

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

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

C. Procedure

1. Time limits

Since it is important that grievances be processed as rapidly as possible, 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 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 prior to the end of the school year or as soon thereafter as is practicable.

3. Level one - Principal or Immediate Supervisor

- a. An employee with a grievance may first discuss it informally with his principal or immediate supervisor. Should such informal discussion not resolve the matter, the employee, or the Association may submit the grievance, in writing, to his principal or immediate supervisor.
- b. A written grievance shall set forth the act or omission claimed to have affected him adversely, and state whether it is based solely on a claimed violation, misapplication or misinterpretation of this Agreement, or of a specific policy, and the remedy sought.

- c. A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not submitted, in writing, to the principal or immediate supervisor within forty-five (45) calendar days after the occurrence upon which it is based or the grievant or the Association should have known of the occurrence.
- d. The principal, or immediate supervisor, will render a decision, in writing, within ten (10) school days.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may file the grievance in writing with the Association within five (5) school days after the decision of Level Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within forty-five (45) calendar days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. Grievances based solely upon terms and conditions of employment may be submitted to arbitration. All other grievances will terminate at the level of the Board of Education, Level Three.

- d. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final. There shall be no further arbitration on this same grievance which could result in legal action.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. 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.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, subject to Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

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 representatives heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Just Cause Provision

No employee shall be disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation of his professional services or deprived of any professional advantage 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. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meetings or interview. Any suspension of an employee pending charges shall be without pay for any period of time beyond the sixty (60) day clause of their contract.

D. Criticism of Employees

Any criticism by the Superintendent, a supervisor, administrator, or board member of an employee (or his instructional methodology) shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. Exclusive Rights

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

ARTICLE V

EMPLOYMENT PROCEDURES

A. Teacher Employment

1. A teacher upon being hired from another system shall be entitled to transfer any number of sick days previously accumulated in that system at the discretion of the Superintendent.
2. Teachers who are required to use their own automobile in the performance of their duties outside the school district may be reimbursed at the rate of 25¢ per mile from the starting school or home, whichever may be closer. It is understood that travel expenses to district workshops, seminars, and other special meetings will not be reimbursed.
3. It is understood that the Superintendent of Schools be given bargaining privileges when hiring incoming teachers, commensurate with years of experience.
4. No teacher shall be required to attend any school activities outside of the normal teaching hours, without adequate compensation, such compensation to be determined through negotiations between the Board and Association.
5. Teachers employed subsequent to the ninetieth (90) students attendance day of any school year shall receive no credit for their employment period through June 30th of that year. Employees hired on or before the ninetieth (90) students attendance day shall receive full credit for experience for that teaching year. Should a teacher not receive the increment based upon this provision they shall be placed on the same step at which they were employed and shall be paid in accordance with the rate of pay as specified for that step on the teachers guide in effect for that contract period.

B. Support Personnel Employment

1. Placement of Salary Schedule

Any 10 month support personnel hired on or before the ninetieth (90) students' attendance day, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any 12 month support personnel employed prior to or beginning the 1st working day of January of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Resignation

- a. Any support personnel resigning from his position shall give the normal two weeks notice.
- b. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- c. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the support personnel.
- d. Support personnel discharged for cause will not be given accrued vacation for the current year.

3. Notification of Contract and Salary

Support personnel shall be notified of their contract and salary status for the ensuing year no later than June 1.

4. Transporting Students

- a. Support personnel shall not be required to drive students. An employee may do so voluntarily with the advance approval of his principal or immediate supervisor.
- b. Any support personnel using their automobile for school business shall be reimbursed 25¢ per mile.

ARTICLE VI

LEAVE POLICY

A. This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one (1) year, and unused personal days shall be transferred to the employees sick leave accumulation in the next school year.

1. Death in the Immediate Family

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered as father, mother, spouse, child, brother, sister or any member of the immediate household.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days leave shall be granted. (Immediate family same as [1] above.)

3. Death of Other Relatives

An allowance of one (1) day's leave shall be granted.

4. Personal

An allowance of up to three (3) days leave of absence with prior approval by the Superintendent for personal, legal business, household, family matters, or religious holidays which require absence during school hours. Notification to the employee's principal or other immediate superior, and to the Superintendent, for personal leave shall be made at least two (2) days before taking such leave (except in case of unforeseen emergencies - at the discretion of the Superintendent). Said leave could not be taken on the day prior to or following a school holiday.

5. Maternity Leave/Child Rearing Leave/Adoption Leave

a. Disability related to pregnancy shall be treated as any other physical disability.

b. The Board shall grant an unpaid Maternity Leave/Child Rearing/Adoption Leave to any employee upon request subject to the following:

- (1) Said leave shall not exceed eighteen (18) months;
- (2) The employee shall have the option of maintaining insurances through the Board of Education's carriers at the employee's expense;
- (3) An employee shall notify the Board four (4) months prior to their return date;
- (4) The employee shall have the option of returning to active employment on any of the following dates: September 1 or the first day of the second half of the year commensurate with the closest marking period.
- (5) The above dates shall not apply to an employee using disability leave before and after childbirth.

6. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board and/or Superintendent.

- B. Additional personal leave days may be granted at the discretion of the Superintendent. The Superintendent may grant additional personal leave for legal obligations or personal hardships on any working day.
- C. For the protection of the employee and for proper payroll accounts and audit, every absence must be accounted for in writing and reported to the Superintendent.

D. Jury Duty

The Board will insure all employees against loss of pay occasioned by a call to jury duty.

Employees called for jury duty shall report same to the appropriate administrator or supervisor. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for half a day or more to prevent loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

E. Employee Sick Leave

1. Accumulative

Unused sick leave days shall be accumulated from year to year with no maximum limit.

12 month employees 14 sick days

10 month employees 10 sick days

2. Notification of Accumulation

Employee shall be given a written accounting of accumulated sick leave no later than September 15 of each school year.

3. New Employee Sick Leave

New employee personnel shall receive 1 sick day per month. After said employee has been employed for six months, they shall receive the additional sick leave.

F. Sick Leave Reimbursement

Effective July 1, 1987, all employees upon retirement with ten (10) years of service in Galloway Township shall receive \$15 per diem for each accumulated sick day not exceeding a maximum of \$1500. The employee shall provide notification of retirement by November 1 of the school year in which he is retiring. Payment shall be made to the employee by July 4. If an employee is deceased, said amount shall be payable to his estate.

ARTICLE VII

SABBATICAL LEAVE

- A. The Board of Education upon the recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified instructional employees for the purpose of study and for such other purposes as may be approved by the Board of Education.
- B. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contracted instructional employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave granted shall not exceed two semesters.
- C. An instructional employee on sabbatical leave shall receive for the period of absence \$5,000.00 for one (1) full school year or \$2,500.00 for one-half (1/2) school year. An instructional employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment.
- D. The number of persons given sabbatical leave in any one year shall not exceed one (1) percent (minimum of one person) of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on (1) the estimated value of the plan to the individual and to the school system, (2) the amount of seniority, and (3) the length of time since the last sabbatical leave.

TEACHERS SALARY GUIDE

1987-88

<u>1986-87</u> <u>LEVEL</u>		<u>1987-88</u> <u>LEVEL</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>DOC</u>
1	>	1	\$21,000	\$21,610	\$22,220	\$22,830	\$23,440	\$24,050	\$25,050
2	>	2	21,240	21,850	22,460	23,070	23,680	24,290	25,290
3	>	3	22,240	22,850	23,460	24,070	24,680	25,290	26,290
4	>	4	23,220	23,830	24,440	25,050	25,660	26,270	27,270
5	>	5	23,820	24,430	25,040	25,650	26,260	26,870	27,870
6	>	6	24,820	25,430	26,040	26,650	27,260	27,870	28,870
7	>	7	25,820	26,430	27,040	27,650	28,260	28,870	29,870
8	>	8	26,820	27,430	28,040	28,650	29,260	29,870	30,870
9	>	9	28,340	28,950	29,560	30,170	30,780	31,390	32,390
10	>	10	30,340	30,950	31,560	32,170	32,780	33,390	34,390
11	>	11	32,340	32,950	33,560	34,170	34,780	35,390	36,390
12	>	12	34,340	34,950	35,560	36,170	36,780	37,390	38,390
13/14	>	13	36,340	36,950	37,560	38,170	38,780	39,390	40,390

LONGEVITY

After 15 years in District - \$650
After 20 years in District - \$750
After 25 years in District - \$850
After 30 years in District - \$950

ARTICLE VIII

TEACHERS SALARY GUIDE

1986-87

<u>1985-86</u>		<u>1986-87</u>							
LEVEL		LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
		1	\$19,350	\$19,900	\$20,450	\$21,000	\$21,550	\$22,100	\$23,100
1/2/3	>	2	19,550	20,100	20,650	21,200	21,750	22,300	23,300
4	>	3	20,500	21,050	21,600	22,150	22,700	23,250	24,250
5	>	4	21,400	21,950	22,500	23,050	23,600	24,150	25,150
6	>	5	22,000	22,550	23,100	23,650	24,200	24,750	25,750
7	>	6	23,000	23,550	24,100	24,650	25,200	25,750	26,750
8	>	7	24,000	24,550	25,100	25,650	26,200	26,750	27,750
9	>	8	25,000	25,550	26,100	26,650	27,200	27,750	28,750
10	>	9	26,445	26,995	27,545	28,095	28,645	29,195	30,195
11	>	10	27,945	28,495	29,045	29,595	30,145	30,695	31,695
12	>	11	29,445	29,995	30,545	31,095	31,645	32,195	33,195
13	>	12	30,945	31,495	32,045	32,595	33,145	33,695	34,695
14	>	13	32,445	32,995	33,545	34,095	34,645	35,195	36,195
15/16	>	14	34,045	34,595	35,145	35,695	36,245	36,795	37,795

LONGEVITY

After 15 years in District - \$600
 After 20 years in District - \$700
 After 25 years in District - \$800
 After 30 years in District - \$900

SUPPORT PERSONNEL SALARY GUIDE

1986-1988

	<u>Secretary</u>		<u>Clerk-Typist/Receptionist</u>	
	<u>1986-87</u>	<u>1987-88</u>	<u>1986-87</u>	<u>1987-88</u>
Step 1	\$5.62	\$6.10	\$5.05	\$5.11
Step 2	5.97	6.45	5.40	5.46
Step 3	6.32	6.80	6.05	5.81
Step 4	6.98	7.15	6.70	6.50
Step 5	7.31	7.50	7.05	7.20
Step 6	7.67	7.86	7.38	7.58
Step 7	8.39	9.02	8.03	8.63

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FOOD SERVICES

	<u>Cook Manager</u>		<u>Cook Baker</u>	
	<u>1986-87</u>	<u>1987-88</u>	<u>1986-87</u>	<u>1987-88</u>
Level 1	5.20	5.75	4.90	5.45
Level 2	5.40	6.25	5.10	5.95
Level 3	5.90	6.75	5.60	6.45
Level 4	6.40	7.25	6.10	6.95
Level 5	7.40	7.75	7.10	7.45

	<u>Cook Helper</u>		<u>Truck Driver</u>	
	<u>1986-87</u>	<u>1987-88</u>	<u>1986-87</u>	<u>1987-88</u>
Level 1	4.28	4.48	6.09	6.64
Level 2	4.88	4.98	6.44	6.99
Level 3	5.48	5.48	6.74	7.34
Level 4	5.98	5.98	7.09	7.69
Level 5	6.98	7.33	7.44	8.04

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TEACHER AIDES (Per Diem Salaries)

	<u>1986-87</u>	<u>1987-88</u>
Certified	\$55	\$60
4-Year Deg.	52	56
Non/Cert.	50	54

LONGEVITY FOR SUPPORT PERSONNEL

Upon completion of:	<u>1986-87</u>		<u>1987-88</u>	
	<u>10 Month</u>	<u>12 Month</u>	<u>10 Month</u>	<u>12 Month</u>
5 Years in District	\$350	\$400	\$400	\$450
10 Years in District	450	500	500	550
15 Years in District	550	600	600	650
20 Years in District	650	700	700	750

These payments shall be non-cumulative.

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SECRETARIAL CERTIFICATES

The following annual stipends will be paid to secretaries who earn certificates under the Professional Development Program for Educational Personnel of the New Jersey Association of Educational Secretaries:

First Certificate	\$400
Second Certificate	550
Third Certificate	800

ARTICLE IX

METHOD OF PAYMENT OF SALARY

- A. Employees shall receive their pay in their individual buildings every two (2) weeks (every other Friday).
- B. If a payday falls on a school holiday, pay will be issued to personnel at the individual buildings on the last school day before that holiday.
- C. The following services and stipends shall be allotted as agreed to by the parties:

Unit Leaders

1986-1987	\$1000
1987-1988	\$1100

Acting Principal

1986-1987	\$600
1987-1988	\$700

D. Home Instruction

1986-1988	\$15 an hour
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E. Extra-Curricular Activities

1986-1988	\$10 an hour
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- F. All summer reserve pay shall be placed in an interest bearing account upon the written request of the employee. Said interest and principal shall be paid in two (2) equal pays in mid-July and mid-August.
- G. The Board agrees to participate in direct payroll deposit upon written request of an employee to an available bank of his choice.
- H. Lateral adjustments shall be made on the teacher salary guide on or about October 15 and March 15 retroactive to the conclusion of the semester in which the course was completed.
- I. Stipends specified in Article VIII, C., shall be paid in equal biweekly installments to teachers.

ARTICLE X

HEALTH INSURANCE

A. The Board agrees to provide full hospitalization (presently Blue Cross, Blue Shield/PACE plus Major Medical and a \$1.00 co-pay prescription plan for family, for all full-time certified personnel. The prescription plan will include contraceptives.

B. Dental Care

The Board agrees to provide full family coverage for a dental health plan (presently New Jersey Dental) to all employees.

C. Vision Care

The Board agrees to provide full family coverage for a vision care plan (presently BCS Life Insurance Company) to all employees.

D. Group Health Insurance for Retirees

Employees with ten (10) years of service in Galloway Township shall be eligible to participate at their own expense in group health insurance programs upon retirement. Employees must have ten (10) years of continuous service in Galloway Township prior to retirement.

ARTICLE XI

EDUCATIONAL IMPROVEMENT

A. Teacher

1. Reimbursement

Reimbursement for tuition to be \$800.00 per teacher per year not to exceed a total of \$20,000 per school year for graduate credits. Teachers who have spent their allotted monies may apply to the Superintendent for additional money for summer studies, should money remain in the account. After summer course payments have been allocated, the above per teacher CAP can be exceeded.

2. Prior Consultation

The Superintendent of Schools must be notified prior to registration for a graduate course in order to be certain that the course is approved for reimbursement.

3. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course, and proof of costs for tuition and registration fee.

4. Exceptions

Unless granted an exception by the Board, reimbursement will not be given for:

- a. Courses taken to satisfy State Certification requirements (Teachers) on sub-standard teaching certification - emergency and provisional.
- b. Workshops, conferences, seminars or institutes, unless requested to attend by the Superintendent and approved by the Board of Education.

5. Grade

Must earn B average or better.

6. Inservice Programs

The Board agrees to cooperate with the Association in arranging inservice courses, workshops conferences, and programs designed to improve the quality of instruction. Inservice programs shall be conducted during the inschool teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary.

7. Resource Materials

The Board agrees to expend at the discretion of the Superintendent of Schools and approval of the Board of Education monies each school year to purchase books, equipment and/or educational resource materials, as may be recommended.

B. Support Personnel

1. Reimbursement

Support personnel may be reimbursed for tuition for courses, conferences and seminars that are approved by the Superintendent which will improve their performance and upgrade their skills for advancement up to \$600 per year for each support personnel but not to exceed \$4,000 per school year. Support personnel who have spent their allotted monies may apply to the Superintendent for additional money should money remain in the account.

2. Prior Consultation

The Superintendent must be notified prior to registration for a course in order to be certain that the course is approved for reimbursement.

3. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the course, and proof of costs for tuition and registration fee.

ARTICLE XII

SPECIALISTS

The Association can make recommendations to the Superintendent as to the priority of specialists needed in the school system.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Saving Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date. Contracts that have expired, those Articles have expired also and neither parties are bound by them.

C. Separability

If any provision of the contract is illegal or contrary to law, that provision shall not invalidate the contract in its entirety.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format. The Agreement shall be presented to all employees now employed or hereafter employed.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, it shall be sent to the following addresses:

- a. If by the Association, to the Board at the Superintendent's office.
- b. If by the Board, to the Association at the school office of the Association President.

ARTICLE XVI

TEACHER HOURS/YEAR

- A. In all schools that are on a full session, the teacher work day shall not exceed seven (7) hours per day.
- B. The teacher work year shall not exceed 185 days including the New Jersey Education Association Convention.
- C. There shall be no more than eight (8) evening meetings/conferences per year of no more than three (3) hours duration. No more than two such meetings will be scheduled in one (1) week. Scheduling shall be by unit and with the approval of the immediate supervisor who shall not be arbitrary or capricious.

ARTICLE XVII

NON-TEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. Application

1. List of Non-Teaching Duties

Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:

- a. Tabulation of money collected by teachers from students.
- b. Keeping registers.
- c. Correcting standardized tests used at the direction of the Board or the Administration.

2. Lunch Period

Each teacher is guaranteed a thirty (30) minute duty-free lunch period each day.

ARTICLE XVIII

SUPPORT PERSONNEL HOLIDAY SCHEDULE

- A. All twelve (12) month support personnel shall receive twelve (12) paid holidays.

All ten (10) month support personnel shall receive eleven (11) paid holidays.

The Board shall establish a holiday calendar annually. The list of holidays will include Christmas and the days immediately preceding and following Christmas, providing such days fall on normal workdays. If either the day preceding or the day following Christmas does not fall on a workday, then it shall not count as one of the holidays.

Support personnel who work on any designated holiday will be paid for such work at regular rates, in addition to the compensation they receive for each such day as a paid holiday under the terms of this Agreement.

ARTICLE XIX

SUPPORT PERSONNEL WORK YEAR

A. Secretarial - Clerical Personnel

Twelve (12) month secretarial/clerical personnel July 1 - June 30

Ten (10) month secretarial/clerical personnel shall work school calendar observed by teaching staff plus five (5) days before and five (5) days after, and any reasonable time requested by administration, and any employee accepting such work shall be compensated for the additional time at the rates provided herein.

B. Cafeteria

Cafeteria employees shall work the school calendar observed by students.

C. Teacher Aide

Teacher aide employees shall work the school calendar observed by teaching staff.

D. Truck Driver

Truck driver shall work the school calendar observed by teaching staff.

ARTICLE XX

SUPPORT PERSONNEL WORK SCHEDULE

A. Secretarial/Clerical Personnel

1. Working Hours

- a. Ten (10) and twelve (12) month secretarial/clerical personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.
- b. If requested by 12 month secretarial/clerical personnel and with the approval of the Superintendent, summer hours for secretarial/clerical personnel shall consist of seven (7) hours per day. Summer hours shall commence on the day after the teachers' last day of attendance in June and shall end on the teachers' first day of attendance in September.

B. Cafeteria

1. Working Hours

- a. Cafeteria employees shall work four (4) or six (6) hours or as required by position.

C. Teacher Aide

1. Working Hours

- a. The working hours of teacher aides shall be the same as those of the teachers in the schools in which they are assigned.

D. Truck Driver

1. Working Hours

- a. Truck driver shall normally work four (4) hours per day or as required by position.

E. Overtime

Support personnel who work more than 40 hours in any work week, including lunch periods, will be paid at the rate of time and one half for all time worked after the first 40 hours. This provision will not be applicable to custodial and maintenance employees, should the District decide to employ such employees. Overtime must be requested by the responsible administrator.

F. Support Personnel

Support Personnel shall receive one and one-half times (1 1/2) their regular salary for any time worked beyond their 40 hours work week on those days when there is a shortage of personnel due to the unavailability of substitutes. In such cases, they shall receive additional salary rather than a compensatory time.

- G. All unit employees shall be compensated for attendance at any and all meetings/workshops outside his/her normal workday. Compensation shall be at the support personnel's regular rate of pay or at his/her overtime rate, if applicable. When support personnel are requested to attend such meetings, they shall be given advance written notice of at least five (5) working days.

ARTICLE XXI

SUPPORT PERSONNEL VACATION SCHEDULE

A. Twelve (12) month support personnel:	VACATIONS
1 year experience in District	5 days
3 years experience in District	10 days
5 years experience in District	15 days
10 years experience in District	20 days

Support personnel shall arrange vacation periods with the approval of the Superintendent.

Support personnel shall move to the next category on July 1 after their respective anniversary date as per chart above.

- B. Vacations shall take effect on July 1 of each year. Support personnel having worked less than one (1) year shall receive one half day vacation for each month worked prior to July 1 up to the limits specified above.
- C. For ten (10) month support personnel each (10) months of employment shall be considered a full year. For twelve (12) month support personnel, each twelve (12) months of employment shall be considered a full year.
- D. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school--generally during July.
- E. The Board may, from time to time, have support personnel provide advance information concerning the tentative time of taking vacations. Subject to this and paragraph D above, requests for vacation must be submitted to the support personnel's immediate supervisor at least two (2) weeks in advance.

- F. If support personnel are unable because of the employer to use all vacation time in a contract year, support personnel shall be reimbursed at the rate as per salary schedule no later than June 30.
- G. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted.
- H. Requests for vacations must be made on the appropriate form. A signed copy will be returned to the support personnel as soon as a decision can be made.

ARTICLE XXII

REDUCTION IN RANK OR JOB CLASSIFICATION
FOR SUPPORT PERSONNEL

- A. Any support personnel reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the support personnel was formally notified.

ARTICLE XXIII

SENIORITY AND JOB SECURITY
FOR SUPPORT PERSONNEL

- A. School District seniority is defined as service by appointed support personnel in the School District in the collective bargaining unit covered by this Agreement.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the support personnel shall be laid off in the reverse order of district-wide seniority of all support personnel in the district in the category (secretary, clerk-typist/receptionist, cook manager, cook baker, cook helper, truck driver, teacher aide, custodian and maintenance man). Any support personnel laid off shall be placed on a roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category.

This provision will be applicable to clerical employees with not less than three years service in the District and to food service employees with not less than two years service in the District.

- C. In the event of a reduction in force, support personnel with unfavorable evaluations made during the contract year shall be considered before seniority list is used as per paragraph B.
- D. All notice of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

ARTICLE XXIV

VOLUNTARY TRANSFER, REASSIGNMENTS AND PROMOTIONS

A. Notification of Vacancies

1. Date

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the school year.

2. Filing requests

Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the school or schools to which he desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30.

B. Notice of Involuntary Transfer or Reassignment

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. An explanation will be given at this time.

ARTICLE XXV

EMPLOYEE EVALUATION

- A. Administrators, supervisors or directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standard of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.
- B. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement and any other statements deemed appropriate by administration.
- C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

ARTICLE XXVI

FAIR DISMISSAL PROCEDURE
FOR SUPPORT PERSONNEL

A. Procedure

1. Date

On or before June 1 of each year, the Board shall give to each support personnel continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice such employment shall not be offered.

B. Disciplinary Action

In the event of an infraction directly related to job performance and school regulations by a noninstructional employee, it shall be the policy of the Board to apply the statutes of the State and the policies of this Board with equal consideration to each support personnel.

The Board reserves the right to impose financial penalties for disciplinary reasons. However, where a support personnel fails or refuses to perform contracted work without acceptable reason, the Superintendent may deduct without further authorization wages reasonably related to the time not worked.

The Superintendent shall prepare disciplinary rules for situations most often encountered which provide for progressive penalties, including where appropriate, verbal warning, written warning, transfer, freezing annual wages and dismissal.

In the event it becomes necessary to take disciplinary action against support personnel a notice in concise language shall be sent to the employee specifying:

1. The specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause for the action taken.
3. A quotation of the regulation which is claimed the support personnel violated.
4. A date when the support personnel may be heard if he/she so wishes.
5. The penalty that may be suffered as a result of the support personnel's acts or omissions.
6. Rules for administrative hearings.

ARTICLE XXVII

RECLASSIFICATION PROCEDURE
FOR SUPPORT PERSONNEL

- A. A request for reclassification of a position may be initiated in writing by an support personnel when he/she believes that:
 - 1. Significant change in the duties and responsibilities of his/her position has occurred.
 - 2. The responsibilities and duties of his/her position are identical to those of another position in the District with a higher classification.
- B. The superintendent shall conduct, or cause to be conducted, a review of the duties and responsibilities of the position, and, on the basis of this review will either recommend reclassification of the position to the Board or decide not to recommend a change. In either case, he will advise the support personnel of his decision in writing.
- C. A claim violation of this article will not be subject to review under the grievance procedure provided in Article III.

ARTICLE XXVIII

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association's representatives will include the Association President and one representative from each location and shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interests and the administration of this Agreement or at the request of either party by mutual consent, after working hours at the convenience of the Superintendent.

- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.

ARTICLE XXIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1988, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

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 above written.

GALLOWAY TOWNSHIP EDUCATION ASSOCIATION

By Mary Ellen Starx 7-11-86
Its President

By Juanita Moore
Its Secretary

Date 7-22-86

GALLOWAY TOWNSHIP BOARD OF EDUCATION

By Agustin 7/3/86
Its President

By Peter M. Hanne
Its Secretary

Date 6/30/86