

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS**

JAN 17 1989

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

THE GLOUCESTER CITY BOARD OF EDUCATION

and

THE GLOUCESTER CITY EDUCATION ASSOCIATION

covering the period

July 1, 1989 to June 30, 1992

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PREAMBLE

This Agreement entered into this fourth day of December, 1989, between the Board of Education of Gloucester City, Gloucester City, New Jersey, hereinafter called the "Board", and the Gloucester City Education Association, hereinafter called the "Association".

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

ARTICLE I

RECOGNITION

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

teachers, nurses, librarians, department leaders, guidance counselors, psychologists, social workers, learning disability specialists, speech correctionists, athletic coaches and activities personnel, aides, and security personnel.

All other Board of Education employees are excluded.

ARTICLE II

DEFINITIONS

TEACHER - Unless specifically noted otherwise, the term "teacher" shall only refer to certificated employees.

AIDE - The term "aide" shall denote paraprofessional employees assigned to assist teachers in teaching related activities, record keeping, and some non-teaching duties.

SECURITY PERSONNEL - the term "security personnel" shall denote employees assigned to assist in the maintenance of a safe school environment for students and staff and to preserve and protect all district property.

EMPLOYEE - Unless specifically noted otherwise, the term "employee" refers to all members of the bargaining unit.

NON-CERTIFICATED STAFF - Unless specifically noted otherwise, the phrase "non-certificated staff" shall refer to aides and security personnel.

DAY - Unless specifically noted otherwise, all references to "days" shall mean school days.

ASSOCIATION - shall mean the Gloucester City Education Association.

BOARD - shall mean the Gloucester City Board of Education.

ARTICLE III

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than January 1, of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement reached at the bargaining table shall be subject to final approval by the majority of the Board of Education and the majority of the members of the Association.
- C. Representatives of the Board and the Association shall meet on a regular basis during the school year. Meetings shall be mutually satisfactory as to the time and place.
- D. This Agreement incorporates the complete and final understanding and settlement between the parties on all matters which were or could have been the subject of negotiation.
- E. This Agreement shall not be modified in whole or in part by the parties except through the voluntary and mutual consent of the parties through means of a written amendment duly executed by each of the parties hereto. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or that an employee or group of employees has/have been treated unfairly or inequitably by reason of any act or administrative decision affecting employees' terms and conditions of employment.

2. An "aggrieved person" is the person, persons, or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who may 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, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

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 by mutual agreement. Failure of the grievant to meet the next step within the specific time limit should be deemed as a waiver of further appeal.

2. Year end grievances

In the event a filed grievance is not resolved, said grievance should be resolved prior to the beginning of the new school year.

3. Level one - Principal

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor within thirty (30) days of the date the alleged grievance occurred, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level two - Superintendent

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 grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The written grievance should specify the following:

- (a) The nature and date of the alleged occurrence in reasonable detail;
- (b) The specific provision(s) of this Agreement or the specific act or administrative decision which gave rise to the grievance;
- (c) The nature and extent of injury and/or loss;
- (d) The remedy which the employee seeks;
- (e) The date the grievance was discussed at level one.

5. Level three - Board of Education

- (a) 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 grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to the Board.
- (b) If the Association determines that the grievance is meritorious it may submit the grievance to the Board within ten (10) school days after receipt of a request by the aggrieved person. The Board should render a decision within thirty (30) calendar days. If the Association is not satisfied with the decision

of the Board or if no decision has been reached within forty-five (45) calendar days, the Association may submit the matter to impartial review by an umpire who has been mutually selected by the parties.

6. Level Four - Impartial Review

If the Association determines the grievance is meritorious and is not satisfied with the Board's decision or if no decision has been rendered, the Association may submit the matter to impartial review within fifteen (15) calendar days after the Board's decision provided that the Association notifies the Board of Education in writing of its intent to proceed to Impartial Review within the prescribed fifteen (15) days set forth herein.

- (a) The umpire shall be selected from a panel of impartial umpires which has been agreed to in advance by the Board and the Association. The parties will seek out distinguished citizens from the Gloucester City community to serve as members of the panel.
- (b) If the Board and the Association are able to agree on a single distinguished citizen to serve as permanent umpire then there shall be no need for a panel until such time as either party desires to change the permanent umpire.
- (c) Only matters relating to employees' terms and conditions of employment as set forth in this Agreement may be submitted to impartial review. The umpire shall be limited to the issue(s) submitted and shall consider nothing else. The umpire can add nothing to, subtract anything from, nor modify the express terms of this Agreement. The umpire's recommendations shall be submitted in writing to the Board and to the Association, and shall be advisory.
- (d) The fees and expenses of the umpire shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

D. Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by representative(s) selected or approved by the Association. When an employee is not a member of the Association, the Association shall have the right to be present.

2. Reprisals

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

E. Miscellaneous

1. All employees, including the grievant, are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless of the status of any grievance until such grievance is properly determined.
2. The term "grievance" and the procedure relative thereto as set forth herein shall not apply to the following matters:
 - (a) Matters for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education;
 - (b) In matters where the Board is without authority to act;
 - (c) Any matter which, according to law, is exclusively within the discretion of the Board;
 - (d) A complaint of a nontenured teacher which arises by reason of his not being reemployed;
 - (e) A complaint by an employee arising from the appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
3. 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.
4. Separate grievance file

All documents, communication, 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.

5. 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 and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. 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 V

EMPLOYEES' RIGHTS

- A. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that person in his/her office, position or employment or the salary or any increments pertaining thereof, then the employee shall be given reasonable prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- B. No employee shall be required to transport students in a private automobile.
- C. Determination of grades and other evaluations of students is primarily the responsibility of the student's teacher. In the event any grade is subsequently changed or modified, the teacher shall be so informed at that time. Whoever makes such a change shall clearly identify himself/herself by placing his/her name next to that grade on official records of that grade.
- D. Any question or criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be made in private and not in the presence of public gathering. Teachers shall not be reprimanded over the public address system, either individually or as a group. No employee shall be reprimanded during the regular teaching period in front of his/her students.
- E. No electronic taping of employees will be permitted without prior approval of the employee.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the educational program and the financial resources of the district.

B. Use of School Buildings

The Board will allow the Association to use school facilities when such permission has been requested and approved by the Business Administrator. Requests by the Association shall not be unreasonably denied, provided twenty-four (24) hours notice is given.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use; however this right shall not apply to Xerox machines or other types of photocopying equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. It is understood and agreed that such use shall not interfere with the educational program.

D. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and, where available, in each dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes. It is understood and agreed that such use shall not interfere with the educational program of the district.

F. Whenever any representative of the Association participates in negotiations and or grievance hearings which have been mutually scheduled by the Board and the Association to take place during working hours, such representative shall not suffer any loss of pay. The Association shall identify its representatives for such meeting when the meeting is being scheduled.

ARTICLE VII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. Meeting with Principal

The principal shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings of the Board of Education regarding such complaint.

D. No complaint shall be the basis of an unfavorable evaluation or disciplinary action, nor shall a record of any complaint be made part of an employee's personnel file unless the employee has been formally notified of the existence of the complaint and given full opportunity to respond.

ARTICLE VIII

EXTENDED LEAVE

A. Disability Leaves

1. The Board shall not discriminate against any person in violation of the Law Against Discrimination.
 - a. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from his/her employment that is based solely on the fact of a specific number of months of disability.
 - b. The Board may request a disabled employee to produce a certificate from his/her physician that he/she is medically able to continue employment. The Board reserves the right to have its physician examine the employee. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third

impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue employment.

2. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows about it.
 - a. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - b. No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:
 - (1) A disability leave for which accumulated sick leave may be utilized or;
 - (2) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below or;
 - (3) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave.
 - c. To the extent permitted by law and relevant judicial administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of birth of the child and thirty (30) calendar days following the actual date of birth of the child. This eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved. The Board reserves the right to request verification of a disability by a licensed, practicing physician.
3. The Board of Education reserves the right to regulate anticipated disability leaves so that the commencement and termination dates precede or follow the period of actual disability in order to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an involuntary unpaid leave shall not cause an employee to be denied any contractual or statutory benefit which the employee would have been entitled had

the board not exercised its discretion pursuant to this section.

4. To be eligible for a salary increment and credit toward longevity payments, an employee must be paid at least ninety (90) days in the school year that the leave commences or terminates.

B. Child Care Leaves

1. The Board may grant unpaid leaves of absence for the purposes of child care of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily or capriciously.
2. Except as provided in Section B.3., below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred. An employee who wishes to return to work before the end of a school year may only do so on the first school day in January following the Christmas recess. Written notification of such intention to return to duty in January must be included in the employee's initial request for child care leave.
3. When an employee requests a voluntary unpaid leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of said leave in order to maintain continuity in the educational programs.
4. At the request of the employee and with the approval of the Board, extensions of child care leaves may be granted for one full school year.
5. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days.
6. Nothing stated herein shall require the Board of Education to extend the leave of absence of a non-tenured employee beyond the end of the school year in which the leave occurs.
7. All requests for extensions of unpaid leaves of absence under Section B herein shall be in writing. Requests for extensions for unpaid leaves commencing September 1 shall be made by April 1 of the previous school year.

8. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is approved by the adopting agency. Request for unpaid leave shall be made for a specific period as soon as the employee is informed of the custody date. Said leave shall commence on a date mutually agreeable to both the employee and the Superintendent and shall terminate at the end of the school year in which the leave is taken. Except as otherwise provided herein, all conditions and requirements set forth in subsections B.4, B.5, B.6 and B.7 of this Article shall be so applicable to this subsection - i.e., B.8.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

At the beginning of the 1989 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Sick Leave

All employees shall receive fifteen (15) sick leave days per year. These days if unused in the year in which they are provided will accumulate without limitation.

2. Personal Leave

- a. The total number of days used for personal leave in any school year may not exceed three (3). Request for personal necessity leave shall be made at least one day in advance to the Superintendent in writing and shall state the specific reason for the request. The Superintendent reserves the right to verify such request.
- b. Advance permission is not required in the following situations: serious illness of a member of the immediate family; accident involving personal property, or the person or property of a member of the immediate family; and any unanticipated illness to a member of the immediate family.
- c. Personal leave may be taken for the following reasons:
 - (1) Serious illness of a member of the employee's immediate family
 - (2) Accident involving the employee's personal property

- (3) Accident involving the person or property of a member of the employee's immediate family
- d. Court appearance under subpoena or as a litigant or witness or to respond to an official order from another governmental jurisdiction when not brought about through the connivance or misconduct of the employee
 - e. Domestic contingency
 - f. Required appearance before a state agency
 - g. Wedding day of the employee or a member of the immediate family
 - h. Religious holiday
 - i. Graduation of self
 - j. Such other good and sufficient reason as may be determined by the Superintendent.
 - k. Personal leave may not be used for social events or matters relating to an employee's avocation and, except in extremely extenuating circumstances, personal leave may not be used on the day immediately before or immediately after a student holiday or recess period.

3. Good cause

Other leaves of absence with or without pay may be granted by the Board or its designee for good reason.

4. Jury Duty

- a. The Board will insure all certificated employees against loss of pay occasioned by a call to jury duty. Should an employee be called for jury duty she/he shall report same to the School Business Administrator.
- b. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. 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 to the Board of Education.
- c. The time spent on jury duty will not be charged against personal leave and will count as time on the job.

ARTICLE X

WORK YEAR AND WORKDAY

- A. Effective 1989-1990, the length of the school year for employees shall be 181 days plus one additional day for inservice and one single session day for teachers following the last student day.
- B. Effective 1990-1991, the length of the school year for employees shall be 181 days plus two additional days for in-service and one single session day for teachers following the last student day.
- C. Up to three evening meetings (parent conferences, back to school, PTA, college fairs, science fairs etc.) may be called by the Board. The dates will be announced with the calendar each year.

ARTICLE XI

PREPARATION TIME

- A. Current administrative procedures regarding the assignment of preparation time shall continue for aides and teachers.
- B. Full-time teachers shall receive preparation time according to the current practice.
 - 1. Neighborhood Schools:
 - a. Kindergarten and Special Education teachers = 120 minutes per week.
 - b. Grades 1-3 = 130 minutes per full week.
 - c. Grades 4-6 = 190 minutes per full week.
 - 2. M. E. Costello School:
 - a. Kindergarten = 160 minutes per full week.
 - b. Grades 1-3 = 200 minutes per full week.
 - c. Grades 4-6 = 200 minutes per full week.
 - d. Special Education Teachers = 200 minutes per full week.
 - e. Special Subject = 200 minutes per full week.
 - 3. Jr./Sr. High School

- a. All staff = 225 minutes per full week.
- C. Full week shall mean five consecutive school days - Monday through Friday.

ARTICLE XII

EVALUATIONS

A. Teachers

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Post evaluation conferences shall occur within seven days following the evaluation.
3. A teacher shall be given a copy of any class evaluation report prepared by his/her evaluator at least two (2) days before any conference to discuss it.

B. Non-certificated Personnel

1. Employee evaluations are for the purpose of promoting individual job performance and improving services to students.
2. The evaluation process shall provide a procedure for identifying and commending effective performance, for counseling and assisting employees where improvement is desired, and for providing a rational process upon which to make re-employment determinations.

C. Personnel Records

1. All personnel files are to be maintained at the central administration office of the Superintendent and shall be the only official record.
2. Effective January 1, 1990, no document shall be placed in an employee's official file unless the employee has been given a copy. An employee shall have the right to write comments about any document entered into his/her official file after January 1, 1990, and said documents shall be attached to the document in the file.
3. An employee shall have the right to review his/her personnel file. The Board maintains the right to protect the confidentiality of his/her personal references, academic credentials and other similar documents.

4. Requests to see the personnel files are to be made to the Superintendent who shall schedule an appointment with the employee to review his/her personnel file. Employees have the right to receive copies of that file for a nominal charge of ten cents (\$.10) per page for each requested copy.

ARTICLE XIII

SUBSTITUTES

1. Employees shall call on the day of the absence prior to the opening of school to report unavailability for work. However, employees who are able to anticipate an absence in advance should notify the district as soon as practicable.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

The Board shall pay the tuition fee up to seven hundred and sixty-three dollars (\$763.00) in 1989-90, eight hundred and thirty-two dollars (\$832.00) in 1990-91 and nine hundred and seven dollars (\$907.00) in 1991-92 to any teacher successfully completing a course or courses approved by the Superintendent of Schools. Reimbursement shall be made in accordance with the following additional conditions:

1. The graduate or undergraduate course is offered by an accredited college or university;
2. Verification, including (1) official transcript and (2) receipt or cancelled check is presented to the Superintendent within ninety (90) days after the completion of the course or courses;
3. The course is approved in writing prior to enrollment;
4. Total reimbursement for the bargaining unit does not exceed \$16,350 for 1989-90; \$17,820 for 1990-91; and \$19,425 for 1991-92;

Following each disbursement period, the Board Secretary/Business Administrator shall, upon request, notify the Association President of the total amount expended for teachers' tuition reimbursement.

It is understood and agreed that reimbursement for

courses taken by a teacher to keep his/her certificate active for employment purposes or taken which employed with less than a standard certificate shall not be deducted from the total reimbursement amount set forth herein.

5. Movement on the salary guide shall be limited to approved graduate credits. If an advanced (graduate) degree requires undergraduate credits there will be no negative impact.

B. Non-certified Personnel

1. The Board shall pay the tuition up to seven hundred sixty-three dollars (\$763.00) in 1989-90, eight hundred and thirty-two dollars (\$832.00) in 1990-91 and nine hundred and seven dollars (\$907.00) in 1991-92 to each non-certified employee for courses approved by the Superintendent.

ARTICLE XV

HEALTH BENEFITS

- A. The Board of Education will provide, during the 1989-90, 1990-91 and 1991-92 school years, at no cost to the employee, medical insurance, including major medical coverage for each employee and, where applicable, his/her dependents, during his/her participation in the plan (pursuant to the plan's regulations) and while employed an average of twenty (20) hours per week by the Board of Education.
- B. The Board of Education will provide during the 1989-90, 1990-91 and 1991-92 school years dental coverage for each employee and where applicable, his/her dependents provided said employee is employed an average of twenty (20) hours per week by the district; however, the Board shall not be required to provide duplicate dental coverage if an employee's spouse has dental insurance.
- C. The Board of Education will provide prescription coverage at a cost not to exceed \$325.00 per year. The Association will make a recommendation to the Board by January 1, 1990 regarding the level of coverage of the prescription plan. The Board will not arbitrarily refuse the Association's recommendation.
- D. The parties understand and agree the Board retains the legal right to change carriers, provided the level of benefits shall be equivalent to those provided by the present carriers.

ARTICLE XVI

SUMMER SCHOOL AND SUMMER EMPLOYMENT

1. A notice of all summer teaching openings shall be posted within fifteen (15) calendar days of any Board action approving a summer program.
2. A staff member shall have fifteen (15) calendar days from the date of posting to file an application to the Superintendent of Schools.
3. The Board shall determine qualifications for said positions and shall be solely responsible for filling said positions.
4. The compensation for such positions shall be as follows:
Summer Session 1989 - \$15.25 per hour
Summer Session 1990 - \$16.65 per hour
Summer Session 1991 - \$18.10 per hour

ARTICLE XVII

TERMINAL LEAVE BENEFITS

Upon retirement teachers who actively retire, as opposed to taking "deferred" benefits, in accordance with the provisions of the Teachers' Pension and Annuity Fund after fifteen years of continuous teaching service in the Gloucester City School System shall be paid for accumulated sick leave days for those days over eighty (80) days in accordance with the following schedule:

- 1989-90 - \$16.35 per day up to a maximum total payment of \$3,815.
- 1990-91 - \$17.82 per day up to a maximum total payment of \$4,158.
- 1991-92 - \$19.42 per day up to a total maximum payment of \$4,533.

Teachers who are employed on September 1, 1986 and who would exceed the cap as stated above on June 30, 1987 will be "grandfathered" and be eligible to receive a maximum total payment of up to \$6,540 in 1989-90; \$7,130 in 1990-91; \$7,770 in 1991-92. If an employee dies prior to their use of his/her terminal leave benefit, his/her spouse, family or heirs shall receive the payment for those days over eighty (80) which have accumulated as a result of a minimum of fifteen (15) years of continuous teaching service in the district.

Teachers planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of said retirement in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the instant budget becomes effective.

Teachers leaving the Board's employ by reason of a disability retirement shall be exempt from the fifteen (15) year service requirement set forth herein.

ARTICLE XVIII

EXTRA DUTY REIMBURSEMENT

For the duration of this Agreement:

1. Relinquishing a preparation period to cover a class:

1989-90 - \$18.50 per period
1990-91 - \$20.20 per period
1991-92 - \$22.00 per period

2. Bedside instruction:

1989-90 - \$21.80 per hour
1990-91 - \$23.75 per hour
1991-92 - \$25.90 per hour

3. Mileage Reimbursement:

Twenty-one cents (\$.21) per mile to employees that use their cars in fulfillment of approved school purposes.

4. Chaperoning evening and weekend activities:

1989-90 - \$25.10 per activity
1990-91 - \$27.30 per activity
1991-92 - \$29.80 per activity

ARTICLE XIX

TEACHER SALARY GUIDE EXPLANATION

1. Credit for up to four (4) years of military service shall be granted in accordance with the statutes.
2. Salary shall be received in twenty equal installments for 10-month employees and twenty-four equal installments for 12-month employees and shall be paid on the fifteen (15th) and thirtieth (30th) of each month. If either of these two dates

fall on a day which is not a work day, then employees shall receive their pay on the last work day before the regular pay day.

3. The Board shall place all paychecks in envelopes for transmittal to the employees.
4. Movement on the salary guide shall be limited to approved graduate credits. If an advanced (graduate) degree requires undergraduate credits, there will be no negative impact.
5. To be eligible for a salary increment and credit toward longevity payments, a teacher must be paid at least ninety (90) days in the school year that the leave commences or terminates.

ARTICLE XX

EMPLOYMENT OF NON-CERTIFIED PERSONNEL

- A. Only those candidates shall be recommended for employment who are best qualified to perform the duties of the position they may fill without regard to race, sex, religion, age, ethnic background or other conditions unrelated to the position.
- B. Non-certified employees shall be employed on an annual contract basis with the proviso that renewal is a prerogative of the Board. It is understood and agreed that the Board shall not arbitrarily non-renew employees.
- C. The Board shall not provide tenure status through this contract to any employee in these categories:
 1. Aides
 2. Security personnel

ARTICLE XXI

EMPLOYEE - JOB RELATED EXPENSES

- A. The Board will provide for the payment of the actual and necessary expenses, including traveling expenses, of any employee of the district incurred in the course of performing services for the district, under the direction of the Board.
- B. The validity of payments for job related expenses shall be determined by the School Business Administrator. The use of a personal vehicle shall be considered a legitimate job expense if travel is authorized in advance by the immediate

supervisor and/or the Business Administrator.

- C. Whenever the vehicle of an employee is damaged as a result of a collision or accident, the district shall pay only those costs not reimbursed by the insurance carrier.
- D. Actual and necessary expenses incident to attendance at functions outside the district shall be reimbursable to the employee if such events have as their purpose programs which will improve the operation of the district or such events have programs which will benefit the employee in the performance of assigned district duties. Expenses for attendance at approved events will be reimbursable to the employee in full.
- E. The Secretary shall prepare regulations for the reimbursement of travel expense which shall include:
 - 1. each request shall detail the reasons for the expenditure, not be labeled in broad general terms;
 - 2. in all instances of travel reimbursement full itemization of expenditure shall be required.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Printing of the Agreement

The expense for printing copies of this Agreement shall be shared equally by the Association and the Board. The printed format and the number of copies shall be determined by mutual agreement. The Agreement shall be presented to all employees currently and hereafter employed.

B. 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, either party shall do so by telegram or registered letter at the following addresses:

- 1. If by Association, to Board at Cumberland & Joy Streets, Gloucester City, N. J. 08030.
- 2. If by Board, to Association at Mary E. Costello School, Cumberland & Joy Streets, Gloucester City, N. J. 08030.

ARTICLE XXIII

REPRESENTATION FEE

A. The provisions of this Article only apply to individuals hired after the execution of this Agreement.

B. Purpose of Fee

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

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become

members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid 10 days after receipt of the aforesaid list by the Board.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.

5. New Employees

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

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992.

**GLOUCESTER CITY EDUCATION
ASSOCIATION**

By *William J. Graham*
President

By *Joseph P. Gallagher*
Secretary

12-4-89

Date

**GLOUCESTER CITY BOARD OF
EDUCATION**

By *Wm. F. Hill*
President

By *Glenn J. Kirkwood*
Vice-President

November 30, 1989

Date

TEACHERS
1989-1990

1989-1990 STEP	BA	BA+30 (+400)	MA (+1000)	MA+30 (+1400)	DOC (+2100)
1	22750	23150	23750	24150	24850
2	23000	23400	24000	24400	25100
3	23500	23900	24500	24900	25600
4	24000	24400	25000	25400	26100
5	24600	25000	25600	26000	26700
6	25400	25800	26400	26800	27500
7	26200	26600	27200	27600	28300
8	26800	27200	27800	28200	28900
9	27500	27900	28500	28900	29600
10	28300	28700	29300	29700	30400
11	29115	29515	30115	30415	31215
12	30239	30639	31239	31639	32339
13	31402	31802	32402	32802	33502
14	32776	33176	33776	34176	34876
15	35072	35472	36072	36472	37172
16	37368	37768	38368	38768	39468

TEACHERS
1990-1991

1990-1991 STEP	BA	BA+30 (+400)	MA (+1000)	MA+30 (+1400)	DOC (+2100)
1	24300	24700	25300	25700	26400
2	24550	24950	25550	25950	26650
3	24800	25200	25800	26200	26900
4	25300	25700	26300	26700	27400
5	25900	26300	26900	27300	28000
6	26600	27000	27600	28000	28700
7	27400	27800	28400	28800	29500
8	28200	28600	29200	29600	30300
9	28900	29300	29900	30300	31000
10	29700	30100	30700	31100	31800
11	30500	30900	31500	31900	32600
12	31800	32200	32800	33200	33900
13	32900	33300	33900	34300	35000
14	35390	35790	36390	36790	37490
15	37986	38386	38986	39386	40086
16	40582	40982	41582	41982	42682

1991-1992

1991-1992 STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	25000	25100	25500	26275	26600	27000	27800
2	25500	25600	26000	26775	27100	27500	28300
3	26000	26100	26500	27275	27600	28000	28800
4	26500	26600	27000	27775	28100	28500	29300
5	27000	27100	27500	28275	28600	29000	29800
6	27750	27850	28250	29025	29350	29750	30550
7	28750	28850	29250	30025	30350	30750	31550
8	29300	29400	29800	30575	30900	31300	32100
9	30500	30600	31000	31775	32100	32500	33300
10	32200	32300	32700	33475	33800	34200	35000
11	33000	33100	33500	34275	34600	35000	35800
12	34200	34300	34700	35475	35800	36200	37000
13	35625	35725	36125	36900	37225	37625	38542
14	37825	37925	38325	39100	39425	39825	40625
15	40734	40834	41234	42009	42334	42734	43534
16	44100	44200	44600	45375	45700	46100	46900

STEP 15
1990-1991
TO STEP 16
1991-1992

SEPT 1991	41100	41200	41600	42375	42700	43100	43900
FEB. 1992	44100	44200	44600	45375	45700	46100	46900

GLOUCESTER CITY SCHOOL DISTRICT

STUDENT ACTIVITIES

COACHING SALARIES

Schedule B

	<u>89/90</u>	<u>90/91</u>	<u>91/92</u>
Head Football Coach	3224	3514	3830
Assistant Football Coach	2063	2249	2451
Assistant Football Coach	2263	2249	2451
Assistant Football Coach	2063	2249	2451
Freshman Football Coach	1998	2178	2374
Freshman Football Coach	1998	2178	2374
Boys' Basketball - Head Coach	2905	3166	3451
Boys' Basketball - Assistant Coach	1852	2019	2201
Boys' Basketball - Freshman Coach	1674	1825	1989
Boys' Basketball-Asst to Var & Jr Hi	1674	1825	1989
Baseball - Head Coach	2079	2266	2470
Baseball - Assistant Coach	1291	1407	1534
Baseball - Freshman Coach	1156	1260	1373
Track - Head Coach	2079	2266	2470
Track - Assistant Coach	1291	1407	1533
Cross County Coach	1744	1901	2072
Bowling - Head Coach	1507	1643	1791
Bowling - Assistant Coach	934	1018	1110
Girls' Hockey - Head Coach	2344	2555	2785
Girls' Hockey - Assistant Coach	1598	1742	1899
Girls' Hockey - Freshman Coach	1156	1260	1373
Girls' Hocke - Jr High School Coach	1388	1513	1649
Girls' Hockey - Jr High Asst Coach	1123	1224	1334
Girls' Basketball - Head Coach	2905	3166	3451
Girls' Basketball - Asst Coach	1852	2019	2201
Girls' Basketball - Jr High Coach	1296	1413	1540
Girls' Softball - Head Coach	2079	2266	2470
Girls' Softball - Asst. Coach	1291	1407	1534
Soccer - Head Coach	2079	2266	2470
Soccer - Assistant Coach	1291	1407	1534

GLOUCESTER CITY SCHOOL DISTRICT

STUDENT BODY ACTIVITIES SALARIES

Schedule C

	<u>1989-1990</u>	<u>1990-1991</u>	<u>1991-1992</u>
Play	\$1,204.00	\$1,313.00	\$1,431.00
Musical	1,204.00	1,313.00	1,431.00
Yearbook-Advisor	1,602.00	1,747.00	1,904.00
Yearbook-Business	986.00	1,075.00	1,172.00
Band	1,733.00	1,889.00	2,059.00
Bank-Summer	1,466.00	1,598.00	1,742.00
Clubs-High School	7,412.00	8,079.00	8,806.00
Clubs-Elementary	1,341.00	1,461.00	1,593.00
*Class Advisors	1,493.00	1,621.00	1,767.00
Cheerleading	2,071.00	2,257.00	2,461.00
Literary Magazine	338.00	368.00	401.00
Chaperoning Activities	2,202.00	2,400.00	2,616.00
Newspaper	1,068.00	1,164.00	1,269.00
**Homecoming	196.00	214.00	233.00
***Prom	82.00	89.00	97.00
*1@	\$ 416.00	\$ 451.00	\$ 492.00
*3@	359.00	390.00	425.00
**4@	49.00	53.00	58.00
***1@	82.00	89.00	97.00

GLOUCESTER CITY SCHOOL DISTRICT

AIDES

Schedule D

Experience:

	<u>1989-1990</u>	<u>1990-1991</u>	<u>1991-1992</u>
0 - 4 years	\$ 8,687	\$ 9,469	\$ 10,416
5 or more years	9,330	10,170	11,187

GLOUCESTER CITY SCHOOL DISTRICT

SECURITY PERSONNEL

Schedule E

	<u>1989-1990</u>	<u>1990-1991</u>	<u>1991-1992</u>
Security Director	\$15,358.00	\$16,740.00	\$18,414.00
Assistant Director of Security	12,273.00	13,378.00	14,715.00