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THIS BOOK IS
NOT CIRCULATING

NEGOTIATED AGREEMENT

between the

GALLOWAY TOWNSHIP BOARD OF EDUCATION

and the

GALLOWAY TOWNSHIP EDUCATION ASSOCIATION

1974 - 1975

Atlantic County

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Institute of Management and
Labor Relations

c. 1975

RUTGERS UNIVERSITY

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certified personnel, but excluding the Superintendent of Schools, School Business Administrator and full time Principals.

B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers. (Professional employees must hold current certificate.)

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 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher'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 teachers, be reduced in 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher 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 teachers. 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,

Grievance Procedure (continued)

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 superior

A teacher with a grievance shall first discuss it with his principal or immediate superior, 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 grievance at Level One, or if no decision has been rendered within five (5) 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 five (5) school days after the presentation of the grievance to the superintendent, he may file the grievance

Grievance Procedure (continued)

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 ten (10) school 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 a 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) 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

Grievance Procedure (continued)

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.

(d) 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 Teachers to Representation

1. Teacher 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 teacher 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, and 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 judgement of the Association, a grievance affects a group or class of teachers, the Association may submit

Grievance Procedure (continued)

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

TEACHER RIGHTS

A. Statutory savings clause

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

B. Just cause provision

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

C. Required meetings or hearings

Whenever any teacher 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 teacher 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 a teacher pending charges shall be without pay for any period of time beyond the sixty day clause of their contract.

D. Evaluation of students

The teacher shall maintain the exclusive rights and responsibility to determine grades and other evaluations of students within the grading policies of the Galloway Township

Teacher Rights (continued)

School District based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher. Final decision for promotion rests with the Superintendent and/or the Board.

E. Criticism of teachers

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

F. Sub contracting

No tenure teacher who is presently employed would lose his position as a result of any performance type contracting or sub-contracting.

G. 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 teachers, and to no other organizations.

ARTICLE V

TEACHER EMPLOYMENT

- A. 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.
- B. 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 15¢ per mile from the starting school or home, whichever may be closer.
- C. It is understood that the Superintendent of Schools be given bargaining privileges when hiring in-coming teachers, commensurate with years of experience. Such newly hired teachers should be on their appropriate place on the salary scale by fourth year in the district.
- D. 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.

ARTICLE VI

PERSONAL 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 year, and no unused days shall be accumulated for use in another year:

1. Death in the immediate family

An allowance of up to five days leave shall be granted. Immediate family shall be considered; 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 days leave shall be granted. (Immediate family same as (1) above.)

3. Death of other relatives

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

4. Personal

An allowance of up to three 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 teacher's principal or other immediate superior, and to the Superintendent, for personal leave shall be made at least two 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.

Personal Leave Policy (continued)

5. Maternity (Natural Birth)

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

- a. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the date of return.

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 teacher's immediate family. Additional leave may be granted at the discretion of the Board and/or Superintendent.

- B. It will be the understanding that a total of only three days may be used during the year unless there is a death in the immediate family.

For example: If three days are used in any one or in a combination of selections 2, 3, or 4 the limit will be reached. Only two more days would be allowed under Section 1.

- 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.

ARTICLE VII
 SALARY AGREEMENT #2
 GALLOWAY TOWNSHIP 1974-75

<u>STEP</u>	<u>INDEX</u>	<u>INCREMENT</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	--	--	8100	8400	8700	9000	9300	9600
2	5%	405	8505	8805	9105	9405	9705	10005
3	5%	405	8910	9210	9510	9810	10110	10410
4	6%	486	9396	9696	9996	10296	10596	10896
5	6%	486	9882	10182	10482	10782	11082	11382
6	6%	486	10368	10668	10968	11268	11568	11868
7	6%	486	10854	11154	11454	11754	12054	12354
8	6%	486	11340	11640	11940	12240	12540	12840
9	6%	486	11826	12126	12426	12726	13026	13326
10	6%	486	12312	12612	12912	13212	13512	13812
11	6%	486	12798	13098	13398	13698	13998	14298
12	6%	486	13284	13584	13884	14184	14484	14784
13	6%	486	13770	14070	14370	14670	14970	15270

A. LONGEVITY:

After 15 years in District	\$150.00
After 20 years in District	\$200.00
After 25 years in District	\$250.00
After 30 years in District	\$300.00

B. Full Hospitalization (Presently Blue Cross/Blue Shield & Rider J) for family.

Adopted 3/13/73

ARTICLE VIII

METHOD OF PAYMENT OF SALARY

- A. Beginning with the 1973-74 school year, pay periods will fall every two weeks (every other Friday.)

ARTICLE IX

SPECIALISTS

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

ARTICLE X

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A. Reimbursement:

Tuition for two (2) credits per school year at the prevailing graduate rate of New Jersey State Colleges will be granted (non-accumulative) towards meeting the costs of graduate courses of all certified personnel.

B. Prior Consultation:

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

C. 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.

D. Exceptions:

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

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

Professional Development and
Educational Improvement (Continued)

E. Grade:

Must earn B average or better.

F. In-service programs:

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

G. 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.

ARTICLE XI

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 teachers 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. Savings clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher 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.

ARTICLE XII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall grant one (1) day per month of released time at the discretion of the Superintendent to the President of the Association with pay, so that he may perform his functions as president of the Association.
- B. The Board shall provide up to three (3) hours per month of released time at the discretion of the Superintendent to a faculty representative designated by the Association in each building to perform his functions as Association representative in the enforcement of this Agreement. Said time shall be in addition to regularly scheduled preparation time and lunch period as provided in this Agreement. This time will not be accumulated.
- C. The Association and its' representatives shall request in writing the right to use the school buildings at all reasonable hours for meetings. The Association shall pay the janitor for opening and being in the building at the time of use. However, if the building is used during the regular time the janitor is on duty the Association will not have to provide payment. The Principal of the building in question shall be notified in advance of the time and place of such meeting.

ARTICLE XIII

TEACHING HOURS

In all schools that are on a full session, the teachers will arrive thirty (30) minutes prior to the beginning of the students instructional day. Teachers may depart fifteen (15) minutes following the close of the students instructional day with the exception of those teachers on a rotating duty roster to monitor busing.

ARTICLE XIV

SABBATICAL LEAVE

- A. The Board of Education upon the recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified personnel 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 contract employee who has been employed at least seven consecutive years and who has not had a sabbatical leave during the seven years immediately preceding. The leave granted shall not exceed two semesters.
- C. An 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 ($\frac{1}{2}$) school year. An 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 per cent (1%) (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 of 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. (3) The length of time since the last sabbatical leave.

ARTICLE XV

HEALTH INSURANCE

The Board agrees to provide full hospitalization (presently Blue Cross, Blue Shield and Rider J) plus Major Medical for family, for all full time certificated contractual personnel.

ARTICLE XVI

WITHHOLDING OF INCREMENT

The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

ARTICLE XVII

DURATION OF AGREEMENT

A. Duration period

This agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1975, 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 Twp. Ed. Assn ASSOCIATION
By Stephen A. Bend
Its President
By Jeanette Lewis
Its Secretary
Date 5/14/74

Galloway Township BOARD OF EDUCATION
By Daniel A. Ricci
Its President
By John A. Elow
Its Secretary
Date 5/14/74