

NEGOTIATED AGREEMENT

**Between the
GALLOWAY TOWNSHIP BOARD OF EDUCATION
and the
GALLOWAY TOWNSHIP
PRINCIPALS AND SUPERVISORS ASSOCIATION**

July 1, 2011 through June 30, 2014

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PREAMBLE

This Agreement entered into this 6th day of April, 2011, by and between the Galloway Township Principals and Supervisors Association, hereinafter called the “Association”, and the Board of Education of the Township of Galloway, Atlantic County, New Jersey, hereinafter called the “Board,” to be effective as of July 1, 2011, and to continue in effect until June 30, 2014, and shall continue in full force and effect from year to year thereafter. References to males shall also include females.

ARTICLE I

RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Galloway Township Board of Education hereby recognizes the Galloway Township Principals and Supervisors Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative personnel in the district, whether under contract, on leave, or a per diem basis, employed or to be employed by the Board, but not including the Superintendent of Schools, Assistant Superintendent and Board Secretary/Business Administrator.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law. In preparation for and during negotiations, the Board shall provide relevant data requested by the Association. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss of pay and/or benefits.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

The term “grievance” means a complaint by any covered employee(s) for inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or contract violation affecting said employee.

The term “Employee” shall mean any member of the bargaining unit as defined in Article I of the Agreement.

The term “representative” shall include the Galloway Township Principals and Supervisors Association or any person designated by the Galloway Township Principals and Supervisors Association or by the Board to act on its or their behalf and to represent it or them.

The term “immediate” superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term “party” means an aggrieved member(s) of this contract and/or according to the Table of Organization.

B. Purpose

1. The purpose of this procedure is to secure at the lowest 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.
2. The intent is also to secure uniform and appropriate methods of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such disputes and the final outcome of this procedure will become the official interpretation and understanding between the Board and the Association.
3. Failure to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed to be acceptance of the disposition at the preceding level.

C. Procedure

1. A grievance shall be deemed waived and barred and outside the jurisdiction of the arbitrator if it is not presented in writing within twenty (20) school days of the occurrence complained of, or within twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. An employee shall first discuss his grievance orally with his immediate superior. In the case of a principal, the term "immediate superior" shall be the Superintendent.
5. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - A) The act or omission complained of;
 - B) The specific article of the contract or policy alleged to be violated; and
 - C) The remedy sought.
6. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
7. Within five (5) school days of said hearing (unless a different period is mutually agreed upon) the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination.
8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 6 and 7, or, in the event a determination by him in accordance with provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - A) The writing set forth in Paragraphs 5 and 7; and
 - B) A copy of said materials shall be furnished to the Superintendent.
10. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
11. The Board shall make a determination within forty-five (45) school days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
12. If the aggrieved person is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within the forty-five (45) school days after the grievance was delivered to the Board of Education, a grievance which is based solely upon a claimed violation, misinterpretation or misapplication of the express written terms of this agreement may be submitted to arbitration. In all other grievances, the disposition of the grievance by the Board will be final.

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 New Jersey Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission (PERC) in the selection of an arbitrator.

ARTICLE IV

INSURANCE PROGRAMS

The Board of Education shall provide for the members of the Galloway Township Principals and Supervisors Association full family health care coverage from beginning of hire, when this contract takes effect for the life of this contract. However, whatever health benefits are reached/decided/contracted for the teachers association (more or less, better or worse) shall be the coverage available for the bargaining unit from whenever such changes with the Galloway Township Teachers Association, if any take effect.

HEALTH INSURANCE

A. **Medical Insurance**

The Board agrees to provide full hospitalization (presently Horizon Direct Access) for all employees and their eligible dependents at no cost to the employee.

B. **Prescription Drug Plan**

The Board agrees to provide a co-pay prescription plan for all employees and their eligible dependents. The prescription plan will include contraceptives. Prescription co-pays shall be as follows:

	<u>Pharmacy</u>	<u>Mail Order/90Day Supply</u>
Brand	\$25.00	\$25.00
Generic	\$10.00	\$10.00

C. **Dental Care**

The Board agrees to provide full family coverage for a dental health plan (presently Delta Dental) for all employees (presently Option 2C - \$1,500 coverage and 80/20 restoration).

D. **Vision Care**

The Board agrees to provide full family coverage for a vision care plan (presently SPECTERA) for all employees.

E. **Opt-Out Provision**

1. The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.
 - a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the health insurance plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee according to the chart below. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1st and the second on the last workday for teachers in June of the school year in which the non-participation occurs.

Family
\$6,000

Dual* & Single
\$5,000

*Dual – Husband & Wife or Parent & Child

- b. In order for an employee to be eligible to elect this cash option, for the health insurance plan, an employee must provide documentation to the Board that they are covered under an alternative health insurance plan.
 - c. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
2. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provided the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.
3. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.
4. The "125 Plan" shall allow for a "sheltering benefit" for unreimbursed medical expenses and/or dependent care. Any administrative fee for this "sheltering benefit" shall be paid by the employee.

F. **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 the group health insurance programs upon retirement. Employees must have ten (10) years of continuous service in Galloway Township prior to retirement.

ARTICLE V

VACATION POLICY

All members of this Association shall work the teachers' calendar (However all Administrators are twelve (12) month employees.

All twelve (12) month Administrators shall receive 20 days per year. Administrative personnel will submit the district's "Application for Leave" form to the Superintendent for approval when scheduling vacation time.

An employee's annual allotment of vacation days will be granted as of the beginning of the employee's contract year. Administrators terminating their employment from the district prior to the end of the school year shall have deducted from their salary any vacation days that were used but not yet earned prorated. (Accrual rate = number of vacation days divided by twelve.)

Up to a maximum of three (3) accrued vacation days may be carried over to the next contract year. These days are non-cumulative.

A member who resigns or retires during the contract year shall receive a cash payment for his/her unused accrued vacation according to the following schedule:

- 9 years or more as a Galloway administrator at current per diem rate
- 4 to 8 years as a Galloway administrator = 75% of current per diem rate
- 1 to 3 years as a Galloway administrator = 50% of current per diem rate

A member who dies before his/her period is completed shall payment for his/her vacation days given to his/her estate as per the above schedule.

ARTICLE VI

SICK LEAVE

- A. Administrators shall be granted fifteen (15) sick days per fiscal year commencing July 1 and concluding June 30. Any unused sick leave shall be cumulative from year to year, and each Association member shall receive an annual accounting of days accrued.
- B. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.
- C. All administrators, upon retirement shall receive reimbursement at the rate of \$100.00 per day for the first 100 days of accumulated sick leave, and at the rate of \$75.00 per day for the remaining accumulated sick leave, to be capped at \$15,000.00. However, if statute or regulations conflict with this cap, the statute or regulations will apply.

ARTICLE VII

LEAVES OF ABSENCE

- 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 employee's 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, mother-in-law, father-in-law, and grandparents, 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 leave shall be granted.
 4. **Personal**
An allowance of up to three (3) days leave of absence for personal, legal business, household, family matters, or religious holidays which require absence during school hours shall be granted to each employee.
 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 Leave/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 months prior to their return date.
 - (4) The above dates shall not apply to an employee using disability leave before and after childbirth.
 - (5) Illness in the 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. Unused personal days will covert to sick days during the next calendar year.
- 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.

ARTICLE VIII

ADMINISTRATORS RIGHTS AND BENEFITS

- A. Nontenured Principals, Directors and Supervisors shall be evaluated at least three (3) times per Fiscal year commencing July 1 and concluding June 30 by the Superintendent or Assistant Superintendent. Tenured administrators shall be reevaluated at least once per year by the Superintendent. An appropriate evaluation form shall be mutually developed by the Association and the Superintendent. All such evaluations shall be made in writing, followed within five (5) days by a conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. Nontenured administrators shall be afforded the rights guaranteed under the New Jersey Commissioner's Decision of Hicks vs. The Pemberton Township Board of Education. All such correspondence shall become part of the administrator's personnel file.
- B. Assistant Principals shall be evaluated by their immediate superior in accordance with the procedure outlined above. An appropriate evaluation form and procedure shall be designed jointly by the Association and the Superintendent of Schools.
- C. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file and be permitted an opportunity to place written communication in such file in response to material placed in the file.
- D. Prior notice to appear before the Board, or any committee or member, including the Superintendent of Schools, concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment, or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.
- E. An administrator shall be entitled to representation of the Association to advise and represent at any meeting or interview with the Superintendent, Board or Committee of Board members thereof which might adversely affect his employment status.
- F. Should an administrator be relieved of his duties, the Board may pay an administrator full pay until such time as a decision is rendered adversely by the Commissioner of Education.

Contracts will be issued and salaries established for all administrative employees no later than May 15 of each year.

ARTICLE IX

RESPONSIBILITIES

A. Attendance at Board of Education Meetings

One Association member will attend each workshop and regular BOE meeting in its entirety as determined by the Superintendent of Schools.

B. Professional Development / Job Fair

All Administrators will remain after regular school day for two three – hour professional development sessions. (One of these two days may be used for a job fair and the dates will be discussed with the GTPSA President.)

ARTICLE X

SALARY

The following represents the agreement between the Galloway Township Board of Education and the Galloway Township Principals and Supervisors Association for the period of July 1, 2011 to June 30, 2014.

- A. Administrators upon earning the following will receive a one time payment to their base.

Degrees/Credits	
MA+15	\$1,125
MA+30 (addit'l)	\$1,125
MA+45 (addit'l)	\$1,125
Doctorate (addit'l)	\$2,000

- B. The BOE will pay professional dues in full for membership in the NJASA and NJPSA.

- C. Salary for the 2011-2014 contract shall be as follows:

Salary increases:

2011-2012	5.25%
2012-2013	0%
2013-2014	0%

*All agreed to differentials and salary adjustments during the 2008 – 2011 contract negotiations will become part of the base salary.

- D. Minimum starting salaries for 2008-2011 shall be the following:

Position	Salary
MS Principal	\$95,000
MS Asst Principal	\$85,000
Elem Principal	\$90,000
Elem Asst Princ	\$80,000
Supervisor	\$86,000
Director	\$86,000

- E. Longevity increases will be paid each administrator who, having spent the following number of continuous years of service in the district, shall be compensated as follows:

5 years	\$ 750
10 years	\$1,000
15 years	\$1,100
20 years	\$1,200
25 years	\$1,300
30 years	\$1,500

- F. Mileage—Administrators will be reimbursed at the same rate as that received by teachers while using their cars for school related business, as well as outside of the school boundaries of the district. However, if the state's travel regulations require that the mileage reimbursement be at an amount that differs from the teachers' contract, then the state's travel regulations will govern.

- G. Tuition reimbursement—Each administrator will be allotted for graduate level training \$1,800 with a pool of \$16,500. Application times, dates, or forms for approval to be mutually agreed upon by both parties. Any administrator who receives any tuition reimbursement and separates from service prior to fulfilling a three (3) year period from his/her receiving reimbursement shall be obligated to reimburse the Board of Education for all tuition received during the 2011-2014 contract.
- H. Tenured administrators are entitled to one complete physical examination every three years by the school district's physician. The examination is to include an EKG, blood work, stress test, and chest x-ray.
- I. The Board of Education shall grant an unpaid Maternity Leave/Child Rearing/Adoption Leave to any administrator, upon request, subject to the following:
 - 1. Said leave shall not exceed eighteen (18) months.
 - 2. The administrator shall have the option of maintaining insurances through the Board of Education's carriers, at the administrator's expense.
 - 3. The administrator shall notify the Board four (4) months prior to their return date.
- J. The Principal and Assistant Principal assigned to the Pomona Pre-School will receive a \$3,000 stipend per school year. This amount will be pensionable the same as longevity. This stipend will be retroactive to the 10/11 school year.

This Agreement, when signed by the parties to this contract, shall become Effective for the period beginning July 1, 2011 and continue in full force and effect until replaced by a successor Agreement, mutually agreed to by the parties.

ARTICLE XI

DEDUCTION OF DUES

Pursuant to the provision of Chapter 310 or the Laws of 1967 (R.S. 52:14-15.9e) as amended by Chapter 233 of the Laws of 1969, whenever any employee shall indicate in writing to the Board his desire to have deduction made from his compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted as requested by such employees, and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

ARTICLE XII

MISCELLANEOUS

- A. The negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense as soon as possible.
- B. Should this Agreement conclude prior to the completion of a succeeding Agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.
- C. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and the Association.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written, and all officers whose signatures are affixed verify that this Agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.

_____/S/ W. Zipparo_____
President, Galloway Township Principals and Supervisors Association

_____/S/ E. Huggard_____
President, Galloway Township Board of Education

_____/S/ K. Hathaway_____
Secretary, Galloway Twp. Principals and Supervisors Assoc.

_____/S/ V. Tomasco_____
Secretary, Galloway Township Board of Education

11/17/11