

NEGOTIATED AGREEMENT

between the

GALLOWAY TOWNSHIP BOARD OF EDUCATION

and the

GALLOWAY TOWNSHIP EDUCATION ASSOCIATION

July 1, 2004 through June 30, 2007

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ARTICLE I
RECOGNITION

A. Unit

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

B. Definition of Teacher

Unless otherwise indicated, the term “teacher,” when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association including teachers, school nurses, librarians, guidance counselors, and long term substitutes, but excluding the Superintendent of Schools, School Business Administrator, full-time principals, curriculum supervisors, and directors and confidential employees as defined by law. Reference to male teachers shall include female teachers. Professional employees must hold current certificates for appropriate employment.

C. Part-Time Employees

Part-time employees employed less than 27 hours per week shall not be eligible for health benefits. This was effective on September 1, 1996.

D. Definition of Support Personnel

1. The term “support personnel” when used hereinafter in this Agreement shall refer to secretaries, classroom assistants, food service personnel, custodians and maintenance personnel employed full-time.
2. As of January 1, 2004, all references to clerks/clerical are deleted and all clerks will be considered secretaries.

E. Definition of Employee

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. **Deadline Date**

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

B. **Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. **Policy Changes**

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

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

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

ARTICLE III
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. **Grievance**

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

2. **Aggrieved Person**

An “aggrieved person” is the person or persons making the claim.

3. **Party in Interest**

A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. **PURPOSE**

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

C. **PROCEDURE**

1. **Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. **Year-End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. **Level One - Principal or Immediate Supervisor**

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

violation, misapplication or misinterpretation of this agreement, or of a specific policy, and the remedy sought.

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

4. **Level Two - Superintendent**

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

5. **Level Three - Board of Education**

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

whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education through the Business Administrator/Board Secretary.

6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within forty-five (45) calendar days after the grievance was delivered to the Board of Education, it may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the PERC (Public Employment Relations Commission) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

c. Grievances based solely upon terms and conditions of employment may be submitted to arbitration. All other grievances will terminate at the level of the Board of Education, Level Three.

d. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final. There shall be no further arbitration on this same grievance which could result in legal action.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

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

2. **Reprisals**

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

E. **MISCELLANEOUS**

1. **Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. **Written Decisions**

All decisions rendered at Levels One, 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.

3. **Separate Grievance File**

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

4. **Forms**

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

5. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. **Statutory Savings Clause**

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

B. **Just Cause Provision**

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

C. **Required Meetings or Hearings**

Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings 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.

D. Criticism of Employees

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

E. Exclusive Rights

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

ARTICLE V

EMPLOYMENT PROCEDURES

A. Teacher Employment

1. A teacher upon being hired from another system shall be entitled to transfer any number of sick days previously accumulated in that system at the recommendation of the Superintendent, but final agreement of the Board of Education upon hiring.

2. Teachers who are required to use their own automobile in the performance of their duties outside the school district may be reimbursed at the IRS rate in effect on July 1 of the contract year per mile from the starting school or home, whichever may be closer. It is understood that travel expenses to district workshops, seminars, and other special meetings will not be reimbursed.

3. It is understood that the Superintendent of Schools be given bargaining privileges when hiring incoming teachers, commensurate with years of experience, but is contingent upon final agreement by the Board upon hiring.

4. No teacher shall be required to attend any school activities outside of the normal teaching hours, without adequate compensation, such compensation to be determined through negotiations between the Board and the Association.

5. Teachers employed subsequent to the ninetieth (90) students' attendance day of any school year shall receive no credit for their employment period through June

30th of that year. Employees hired on or before the ninetieth (90) students' attendance day shall receive full credit for experience for that teaching year. Should a teacher not receive the increment based upon this provision, he shall be placed on the same step at which he was employed and shall be paid in accordance with the rate of pay as specified for that step on the teachers' guide in effect for that contract period.

B. Support Personnel Employment

1. Placement on Salary Schedule

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

2. Resignation

- a. Any support personnel resigning from his position shall give the normal two weeks notice.
- b. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- c. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For

this purpose, ten full working days shall be used in calculating the amount of notice given by the support personnel.

- d. Support personnel discharged for cause will not be given accrued vacation for the current year.

3. Notification of Contract and Salary

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

- C. Employees shall not be required to drive students. An employee may do so with the advance approval of his principal or immediate supervisor.
- D. Employees using their automobile for school business shall be reimbursed at the IRS rate per mile in effect on July 1 of the current contract year. Mileage vouchers if over \$25 shall be paid quarterly during the school year. If an individual misses one of the quarterly submission dates or does not have \$25 of reimbursable expenditures, the vouchers may be submitted in the month(s) following the end of a quarter.

ARTICLE VI
LEAVE POLICY

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

1. **Death in the Immediate Family**

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered as father, mother, spouse, child, brother, sister, 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 employees expense;

(3) An employee shall notify the Board four months prior to their return date.

(4) The employee shall have the option of returning to active employment on any of the following dates: September 1 or the first day of the second half of the year commensurate with the closest marking period.

(5) The above dates shall not apply to an employee using disability leave before and after childbirth.

(6) Illness in 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.

C. For the protection of the employee and for proper payroll accounts and audit, every absence must be accounted for in writing and reported to the Superintendent.

D. **Jury Duty**

The Board will insure all employees against loss of pay occasioned by a call to jury duty. Employees called for jury duty shall report same to the appropriate administrator or supervisor. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance. While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for half a day or more to prevent loss of pay. The time spent on jury duty will not be charged against personal leave and will count as time on the job.

E. **Employee Sick Leave**

1. **Accumulative**

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

12 month employees - 14 sick days

10 month employees - 10 sick days

2. **Notification of Accumulation**

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

3. **New Employee Sick Leave**

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

4. **Attendance Incentive**

A \$200 savings bond shall be provided to employees with perfect attendance during a full school year. Attendance includes sick and personal days, excluding bereavement and religious holidays.

F. **Sick Leave Reimbursement**

All employees upon retirement with ten (10) years of service in Galloway Township shall receive \$44 per diem for each accumulated sick day not exceeding a maximum of 150 days (\$6,600). The employee shall provide notification of retirement by November 1 of the school year in which he is retiring. Payment shall be made to the employee by July 15. If an employee is deceased, said amount shall be payable to his estate.

ARTICLE VII
SABBATICAL LEAVE

- A. The Board of Education upon recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified instructional employees for the purpose of study and for such other purposes as may be approved by the Board of Education.

- B. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contracted instructional employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave granted shall not exceed two semesters.

- C. An instructional employee on sabbatical leave shall receive for the period of absence \$6,000 for one (1) full school year or \$3,000 for one-half (1/2) school year. An instructional employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment. An employee must return to work for one full year in order to receive tuition reimbursement for courses taken while on sabbatical.

D. The number of persons given sabbatical leave in any one year shall not exceed one (1) percent (minimum of one person) of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on (1) the estimated value of the plan to the individual and to the school system, (2) the amount of seniority, and (3) the length of time since the last sabbatical leave.

ARTICLE VIII
TEACHERS SALARY GUIDE
2004 – 2005

LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1	36,467	37,467	38,467	39,467	40,467	41,467	43,767
2	36,667	37,667	38,667	39,667	40,667	41,667	43,967
3	36,867	37,867	38,867	39,867	40,867	41,867	44,167
4	37,517	38,517	39,517	40,517	41,517	42,517	44,817
5	38,182	39,182	40,182	41,182	42,182	43,182	45,482
6	39,901	40,901	41,901	42,901	43,901	44,901	47,201
7	41,868	42,868	43,868	44,868	45,868	46,868	49,168
8	43,679	44,679	45,679	46,679	47,679	48,679	50,979
9	45,847	46,847	47,847	48,847	49,847	50,847	53,147
10	48,269	49,69	50,269	51,269	52,269	53,269	55,569
11	50,921	51,921	52,921	53,921	54,921	55,921	58,221
12	53,719	54,719	55,719	56,719	57,719	58,719	61,019
13	57,072	58,072	59,072	60,072	61,072	62,072	64,372
14	60,637	61,637	62,637	63,637	64,637	65,637	67,937
15	64,434	65,434	66,434	67,434	68,434	69,434	71,734

TEACHERS LONGEVITY

2004-2007

After 10 years in District - \$ 600
 After 15 years in District - \$ 800
 After 20 years in District - \$ 900
 After 25 years in District - \$1400
 After 30 years in District - \$1500

2005-2006

LEVEL		BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1		39,309	40,359	41,409	42,459	43,509	44,559	46,859
2		39,509	40,559	41,609	42,659	43,709	44,759	47,059
3		39,709	40,759	41,809	42,859	43,909	44,959	47,259
4		39,909	40,959	42,009	43,059	44,109	45,159	47,459
5		40,309	41,359	42,409	43,459	44,509	45,559	47,859
6		40,783	41,833	42,883	43,933	44,983	46,033	48,333
7		42,792	43,842	44,892	45,942	46,992	48,042	50,342
8		44,642	45,692	46,742	47,792	48,842	49,892	52,192
9		46,856	47,906	48,956	50,006	51,056	52,106	54,406
10		49,331	50,381	51,431	52,481	53,531	54,581	56,881
11		52,040	53,090	54,140	55,190	56,240	57,290	59,590
12		54,898	55,948	56,998	58,048	59,098	60,148	62,448
13		58,323	59,373	60,423	61,473	62,523	63,573	65,873
14		61,965	63,015	64,065	65,115	66,165	67,215	69,515
15		65,843	66,893	67,943	68,993	70,043	71,093	73,393

2006-2007

LEVEL		BA	BA+15	BA+30	MA	MA+15	MA+30	DOC
1		41,000	42,100	43,200	44,300	45,400	46,500	48,800
2		41,200	42,300	43,400	44,500	45,600	46,700	49,000
3		41,400	42,500	43,600	44,700	45,800	46,900	49,200
4		41,600	42,700	43,800	44,900	46,000	47,100	49,400
5		41,800	42,900	44,000	45,100	46,200	47,300	49,600
6		42,100	43,200	44,300	45,400	46,500	47,600	49,900
7		44,000	45,100	46,200	47,300	48,400	49,500	51,800
8		46,000	47,100	48,200	49,300	50,400	51,500	53,800
9		48,280	49,380	50,480	51,580	52,680	53,780	56,080
10		50,828	51,928	53,028	54,128	55,228	56,328	58,628
11		53,618	54,718	55,818	56,919	58,018	59,118	61,418
12		56,562	57,662	58,762	59,862	60,962	62,062	64,362
13		60,090	61,190	62,290	63,390	64,490	65,590	67,890
14		63,962	65,062	66,162	67,262	68,362	69,462	71,762
15		67,835	68,935	70,035	71,135	72,235	73,335	75,635

SUPPORT PERSONNEL SALARY GUIDE

SECRETARY

2004 – 2005

Level		10 Month Secretary	12 Month Secretary
A		23,767	30,009
B		24,004	30,309
C		24,242	30,609
D		24,480	30,909
E		24,717	31,209
F		25,735	32,494
G		26,825	33,870
H		27,784	35,081

2005- 2006

Level		10 Month Secretary	12 Month Secretary
A		25,667	32,408
B		25,905	32,708
C		26,142	33,008
D		26,380	33,308
E		26,618	33,608
F		26,855	33,908
G		27,993	35,344
H		28,993	36,608

2006-2007

Level		10 Month Secretary	12 Month Secretary
A		27,855	35,170
B		28,092	35,470
C		28,330	35,770
D		28,567	36,070
E		28,805	36,370
F		29,043	36,670
G		29,280	36,970
H		30,327	38,292

CLASSROOM ASSISTANT

2004-2005

Level		Non/Cert	4 Year Degree	Certificate
1		123.52 per day	127.27 per day	134.78 per day
2		126.52 per day	130.27 per day	137.78 per day
3		129.52 per day	133.27 per day	140.78 per day

2005-2006

Level		Non/Cert	4 Year Degree	Certificate
1		128.96 per day	132.87 per day	140.69 per day
2		131.96 per day	135.87 per day	143.69 per day
3		134.96 per day	138.87 per day	146.69 per day

2006-2007

Level		Non/Cert	4 Year Degree	Certificate
1		134.63 per day	138.70 per day	146.85 per day
2		137.63 per day	141.70 per day	149.85 per day
3		140.63 per day	144.70 per day	152.85 per day

FOOD SERVICE PERSONNEL

Level		2004-2005	2005-2006	2006-2007
1		10.49	11.42	13.59
2		10.69	11.62	13.79
3		10.89	11.82	13.99
4		11.47	12.02	14.19
5		13.22	13.86	14.39
6		13.40	14.04	14.63
7		13.65	14.31	14.86
8		13.89	14.56	15.12
9		14.14	14.82	15.39

MAINTENANCE PERSONNEL

Level		2004-2005	2005-2006	2006-2007
1		29,722	31,637	33,687
2		30,222	32,137	34,187
3		30,722	32,637	34,687
4		31,343	33,137	35,187
5		31,965	33,789	35,687
6		32,586	34,441	36,371

CUSTODIAN PERSONNEL

Level		2004-2005	2005-2006	2006-2007
1		21,706	23,105	24,410
2		22,206	23,605	24,910
3		22,706	24,105	25,410
4		23,206	24,605	25,910
5		23,978	25,105	26,410

LONGEVITY FOR SUPPORT PERSONNEL

2004-2007

Upon completion of:	<u>10 Month</u>	<u>12 Month</u>
5 Years in District	550	600
10 Years in District	650	700
15 Years in District	750	800
20 Years in District	850	900

SECRETARIAL CERTIFICATES

2004-2007

First Certificate	\$673.00 per year
Second Certificate	907.00 per year
Third Certificate	1258.00 per year

CUSTODIAN/MAINTENANCE

2004-2007

Black Seal License	\$350.00
EPA Certification	\$275.00

ARTICLE IX
METHOD OF PAYMENT OF SALARY

- A. Employees shall receive their pay in their individual buildings in equal installments on the 15th and 30th of the month.

- B. If a payday falls on a school holiday or weekend, pay checks will be issued to personnel at the individual buildings on the last school day before that holiday or weekend. The December pay will be made to personnel on the 15th of the month and the last workday prior to the winter break. The final pay in June for ten (10) month employees will be distributed on the last workday for teachers.

- C. The following services and stipends shall be allotted as agreed to by the parties.

Unit Leaders, Pupil Assistance Committee and Coordinators:

2004-2007 \$1,696 per year

Head Teacher

2004-2007 \$1,170 per year

- D. Home Instruction/After School Instruction

2004-2007 \$32.00 an hour

E. Extra-Curricular Activities

2004-2007 \$28.50 per hour

Above stipends specified in section E shall be paid twice a year (first pay in December and first pay in June) according to the activity.

F. Stokes Environmental Trip

2004-2007 \$250.00 per week

Stokes Coordinator

2004-2007 \$3276.00 per year

G. All summer reserve pay shall be placed in an interest bearing account upon the written request of the employee. Said interest and principal shall be paid in five (5) equal pays in July and August.

H. The Board agrees to participate in direct payroll deposit upon written request of an employee to an available bank of his choice.

I. Lateral adjustments shall be made on the teacher salary guide on or about October 15 and March 15 retroactive to the conclusion of the semester in which the course was completed.

J. Stipends specified in Article IX, C., shall be paid to staff in equal installments along with their regular pay checks on the 15th and 30th of the month.

K. Teachers participating in district sponsored professional activities during the school year not included in the regular workday shall be compensated at \$25 per hour.

L. Teachers employed for Summer School shall be paid the following:

2004-2007 \$70.00 per day

M. Curriculum Program Development/Committee Work

For development of curriculum or programs/committee work during the summer, teachers will be paid at the per diem rate of \$140.00.

N. Extra Services Provided Based on Specific Certifications or Duties

For summer work, scheduling, planning, orientation by Unit Leaders, Kindergarten/First Grade Orientation, Nurses, Guidance Counselors, Teachers, CST members, etc. directly related to the individual's specific certifications or duties will be paid at their individual per diem rate.

O. Training at District Request

For summer training provided and/or funded by the district of mutual benefit to participants in the district, teachers will be paid at the per diem rate of \$80.00.

P. Training at Staff Member Request

Summer courses or training initiated at a staff member's request will receive no stipend. Tuition costs for credits earned may be reimbursed based on provisions of the negotiated agreement.

ARTICLE X

HEALTH INSURANCE

A. Medical Insurance

1. The Board agrees to provide full hospitalization (presently Blue Cross, Blue Shield/PACE plus Major Medical). Effective January 1, 2001, the Board will provide the Blue Cross/Blue Shield Blue Select PPO/HMO Plans for all employees and their eligible dependents at no cost to the employee except for those employees in their first three (3) years of employment as referred to hereinafter in Paragraph 2. An employee shall have the option of selecting the Blue Cross PACE Traditional Program and if so, shall be responsible for paying the following annual amounts for the 2003-2004 year (pro-rated):

Single Coverage.....	\$384.36 per year
Parent & Child.....	\$770.76 per year
Family.....	\$1077.21 per year

The cost for such upgrade in subsequent years shall be determined by the renewal rates then in effect. Should the Association determine that problems/disputes have arisen regarding the levels of coverages and/or benefits of the Blue Select PPO Plan, the Association shall have the right to re-open negotiations to address those problems/disputes.

2. Employees in their first and second year of employment, hired prior to December 31, 2003, shall be entitled to receive single coverage only (Blue Select PPO/HMO Plans) at Board expense. Should the employee opt to have dependent coverage during his/her first two years of employment, the employee shall be responsible for

paying the cost differential between single coverage and dependent coverage at the following levels:

- 1st year of employment.....75% of differential cost (Board pays 25%)
- 2nd year of employment.....50% of differential cost (Board pays 50%)
- 3rd year of employment.....0% of differential cost (Board pays 100%)

Beginning an employee's fourth year of employment, the Board shall assume the full cost for providing the Blue Select PPO/HMO Plan for the employee and his/her eligible dependents.

3. The Board agrees to provide full hospitalization under the Blue Cross/Blue Shield Point of Service Plan to all employees hired after January 1, 2004, and their eligible dependents at no cost to the employee. An employee shall have the option of selecting the Blue Cross PACE Traditional Program or Blue Select PPO, and if so, shall be responsible for paying the annual differential amounts.

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>Generic</u>	<u>Preferred</u>	<u>Non Preferred</u>	<u>Mail Order</u>
\$10.00	\$20.00	\$35.00	\$5.00

Effective September 1, 1996, all new employees shall receive single coverage only for the first 36 months of employment. Thereafter, employees shall be eligible for full family coverage under the contract.

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). Effective September 1, 1996, all new employees shall receive single coverage only for the first 36 months of employment. Thereafter, employees shall be eligible for full family coverage under the contract.

D. Vision Care

The Board agrees to provide full family coverage for a vision care plan (presently SPECTERA) for all employees (presently option 2). Effective September 1, 1996, all new employees shall receive single coverage only for the first 36 months of employment. Thereafter, employees shall be eligible for full family coverage under the contract.

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 \$2,000.00 (family coverage) or \$1500.00 (single coverage) in lieu of the plan(s) under which the employee would have been covered. 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.

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 XI
EDUCATIONAL IMPROVEMENT

A. **Teacher**

1. **Reimbursement**

Reimbursement for tuition for graduate courses is to be \$1,450 per teacher per year, not to exceed a total of \$65,982 in 2003-04 This total shall be increased in each subsequent year by the percentage equal to the South Jersey/Philadelphia CPI (Consumer Price Index) in June of each year. Teachers who have spent their allotted monies may apply to the Superintendent for additional money for summer studies, should money remain in the account. After summer course payments have been allocated, the above per teacher CAP can be exceeded.

2. **Prior Consultation**

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

3. **Submission of Proof**

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

4. **Exceptions**

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

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

5. **Grade**

Must earn B average or better.

6. **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.

7. **Resource Materials**

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

B. **Support Personnel**

1. **Reimbursement**

Support personnel may be reimbursed for tuition for courses, conferences and seminars that are approved by the Superintendent which will improve their performance and upgrade their skills for advancement up to \$850 for each support personnel but not to exceed \$6,000 in each year of the negotiated agreement. Support personnel who have spent their allotted monies may apply to the Superintendent for additional money should money remain in the account.

2. The Board of Education shall pay up to \$75, the first time a maintenance/custodial employee takes a course and exam for a Black Seal License. As soon as the employee receives said license he receives an annual stipend (see Article VIII).

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

4. **Submission of Proof**

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

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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

B. Saving Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. Separability

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

D. Printing Agreement

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

E. Notice

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

- a. If by the Association, to the Board at the Superintendent's office.
- b. If by the Board, to the Association at the school office of the Association President or at his/her home during the summer.

F. Professional Development (100 Hour Requirement)

The Board agrees that the Association has the right to re-open negotiations when needed to address issues related to the 100 Hours Continuing Education Requirement.

ARTICLE XIII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall grant one (1) day per month of release 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 release time at the discretion of the Superintendent to an Association 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 custodian for opening and being in the building at the time of use. However, if the building is used during the regular time the custodian 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.

- D. The Board agrees to make available to the Association, upon request, all information in the public domain in its possession which is needed by the Association to carry out its duty of representation of members of the bargaining unit.

- E. Representatives of the Association shall be permitted to transact official Association business on school property after the normal working day.

- F. The Association shall have the right to use school facilities and equipment, including typewriters, instructional computers, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.

- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes. At no time shall the Association use these facilities for slander material, derogatory materials, job action notices or such against the Board or its representatives.

H. **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit

I. **Subcontracting**

The Board agrees that 90 days prior to any formal action to consider subcontracting it shall discuss the matter fully with the Association and its representatives. In the event subcontracting does occur all affected employees shall be covered under Article VI section F (Sick Leave Reimbursement).

ARTICLE XIV

REPRESENTATION FEE

A. **Notification**

Prior to the beginning of each year, the Association will notify the Board in writing of the amount of regular membership dues. In addition, the Association will submit to the Board a list of those employees in the unit who are non-members. The Board will deduct the full amount of the representation fee (85%) from the salaries of such employees.

B. **Deduction**

The Board will deduct the representation fee in equal installments, (as nearly as possible), from the paychecks of the employees on the aforesaid list during the remainder of the membership year. If an employee who is required to pay a representation fee terminates during the year, the Board will deduct the unpaid portion from the last paycheck. The transmission of such fees, as nearly as possible, shall be the same as the transmission of regular membership dues.

C. **Liability**

The Association agrees to indemnify and hold the Board harmless against any liability (except willful misconduct) which may arise by reason of any action taken by the Board in complying with this Article.

ARTICLE XV

TEACHER HOURS/YEAR

- A. In all schools that are on a full session, the teacher work day shall not exceed seven (7) hours per day including a 30 minute lunch and preparation time as per provided elsewhere in this agreement. Teachers may be assigned to lunchroom duty as long as they receive their contractual duty free lunch and preparation time. Time previously utilized as recess/lunch duty time may be assigned as teaching time as long as the contractual lunch and preparation time is provided.
- B. The teacher work year shall not exceed a total of 186 days including the New Jersey Education Association Convention (2 days) and four (4) non-student days. At least fifty percent (50%) of one (1) of the four (4) non-student days shall be utilized by the District to provide in-service training that would be acceptable under the “100 Hours” of Professional Development requirement.
- C. There shall be no more than eight (8) evening meetings/conferences per year of no more than three (3) hours duration. No more than two (2) such meetings will be scheduled in one (1) week. Scheduling shall be by unit and with the approval of the immediate supervisor who shall not be arbitrary or capricious.

Two (2) of the above meetings shall be reserved for pupil assistance committee meetings (PAC).

One (1) meeting shall be reserved for a back to school night and one (1) other for an end of year planning session. Four (4) meetings shall be reserved for parent/teacher conferences. The Superintendent on an annual basis shall meet with each

staff to determine the schedule for conferences in each school. Conferences may be scheduled for the morning one-half (½) hour in duration per morning. Conference schedules shall be on an appointment basis only.

- D. The administration shall guarantee a minimum of 225 minutes of preparation time each week with a concerted effort to provide a minimum of one preparation period per day of at least forty (40) minutes.
- E. The last school day before Thanksgiving and the winter recess shall be half days.
- F. Up to one (1) faculty or district wide meeting may be held per month. Such meeting shall not exceed one (1) hour past the end of the teachers' normal workday. Teachers shall receive notification of said meeting(s) at least seven (7) school days in advance of the meeting. Such meetings shall not be held on Fridays or half-days or on a day immediately preceding any school vacation or holiday.

ARTICLE XVI

NON-TEACHING DUTIES

A. Intent

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

Therefore, they agree as follows:

B. Application

1. List of Non-Teaching Duties

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

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

2. Lunch Period

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

ARTICLE XVII

SUPPORT PERSONNEL HOLIDAY SCHEDULE

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

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

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

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

- E. All twelve (12) month support personnel shall have the option to take off school holidays without pay with the approval of the Superintendent. The initial request must be made at least five (5) days prior to the day off.

ARTICLE XVIII

SUPPORT PERSONNEL WORK YEAR

A. **Secretarial - Personnel**

Twelve (12) month secretarial personnel (July 1- June 30) shall work the school calendar while school is in session in addition to summer.

Ten (10) month secretarial personnel shall work the school calendar observed by teaching staff plus five (5) days before and five (5) days after, but in no event to exceed a total of 195 days, and any reasonable time requested by the Administration. Any employee accepting such work shall be compensated for the additional time at the rates provided herein.

B. **Food Service Personnel**

Food Service employees shall work the school calendar observed by students.

C. **Classroom Assistants and Non-Instructional Assistants**

Classroom assistant and non-instructional assistant employees shall work the school calendar observed by teaching staff, but shall not be required to work in excess of 185 days. Classroom Assistants hired after January 1, 2004, shall only be paid for and work 180 student days plus three (3) additional days (first and second days of school, one (1) in-service day).

D. **Maintenance/Custodial Personnel**

Twelve (12) month maintenance/custodial personnel . . . July 1 – June 30.

- E. All ten (10) and twelve (12) month secretarial employees shall not work during emergency closings.

ARTICLE XIX

SUPPORT PERSONNEL WORK SCHEDULE

A. Secretarial Personnel

1. Working Hours

- a. Ten (10) and twelve (12) month secretarial personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.
- b. If requested by twelve-month secretarial personnel and with the approval of the Superintendent, summer hours for secretarial/clerical personnel shall consist of seven (7) hours per day inclusive of a ½ hour paid lunch. Summer hours shall commence on the day after the teachers last day of attendance in June and shall end on the teachers first day of attendance in September.
- c. Ten (10) month secretarial personnel shall not be required to work on the teacher's 186th day of work (in-service training).

B. Food Service

1. Working Hours

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

C. **Classroom Assistants and Non-Instructional Assistants**

1. **Working Hours**

- a. The working hours of classroom assistants and non-instructional assistants shall be the same as those of the teachers in the schools in which they are assigned.

D. **Maintenance/Custodial Personnel**

1. **Working Hours**

- a. Maintenance/Custodial Personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.

E. **Overtime**

Support personnel who work more than 40 hours in any work week, including lunch periods, will be paid at the rate of time and one half (1½) for all time worked after the first 40 hours. Overtime must be requested and approved by the responsible administrator. Overtime shall be offered on a seniority basis and according to a rotating schedule per building to include all personnel in that job classification.

F. **Support Personnel**

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

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

- H. On the last day of school before Thanksgiving, all support staff employees shall be permitted to leave upon the completion of their work.

ARTICLE XX

SUPPORT PERSONNEL VACATION SCHEDULE

A.	Twelve (12) month support personnel:	<u>VACATIONS</u>
	1 year experience in district	5 days
	2 years experience in district	10 days
	5 years experience in district	15 days
	10 years experience in district	20 days

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

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

B. Vacations shall take effect on July 1 of each year. Support personnel having worked less than one (1) year shall receive one half-day vacation for each month worked prior to July 1 up to the limits specified above.

C. For ten (10) month support personnel each ten (10) months of employment shall be considered a full year. For twelve (12) month support personnel, each twelve (12) months of employment shall be considered a full year.

D. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school--generally during July.

- E. The Board may, from time to time, have support personnel provide advance information concerning the tentative time of taking vacations. Subject to this and Section D above, requests for vacation must be submitted to the support personnel's immediate supervisor at least two (2) weeks in advance.

- F. If support personnel are unable because of the employer to use all vacation time in a contract year, support personnel shall be reimbursed at the rate as per salary schedule no later than June 30.

- G. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted at the Superintendent's discretion.

- H. Requests for vacations must be made on the appropriate form. A signed copy will be returned to the support personnel as soon as a decision can be made.

- I. Ten (10) month support personnel changing to a twelve (12) month position will have time bridged (months of experience in district divided by twelve) to calculate vacation time.

ARTICLE XXI

REDUCTION IN RANK OR JOB CLASSIFICATION

FOR SUPPORT PERSONNEL

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

ARTICLE XXII

SENIORITY AND JOB SECURITY

FOR SUPPORT PERSONNEL

- A. School District seniority is defined as service by appointed support personnel in the School District in the collective bargaining unit covered by this Agreement.

- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the support personnel shall be laid off in the reverse order of district-wide seniority of all support personnel in the district in the appropriate category (secretary, clerk-typist/receptionist, food service personnel, classroom assistant, custodian and maintenance man). Any support personnel laid off shall be placed on a roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category. This provision will be applicable to clerical employees with not less than three years service in the District and to food service employees with not less than two years service in the District.

- C. In the event of a reduction in force, support personnel with unfavorable evaluations made during the contract year shall be considered before seniority list is used as per paragraph B.

- D. All notice of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such vacancy notice shall be sent to the Association.

ARTICLE XXIII

VOLUNTARY TRANSFER, REASSIGNMENTS AND PROMOTIONS

A. **Notification of Vacancies**

1. **Date**

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

2. **Filing requests**

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

B. **Notice of Involuntary Transfer or Reassignment**

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

ARTICLE XXIV

EMPLOYEE EVALUATION

- A. Administrators, supervisors or directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standard of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.

- B. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement and any other statements deemed appropriate by administration.

- C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

ARTICLE XXV
FAIR DISMISSAL PROCEDURE
FOR SUPPORT PERSONNEL

A. **Procedure**

1. **Date**

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

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

B. **Disciplinary Action**

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

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

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

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

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

ARTICLE XXVI

RECLASSIFICATION PROCEDURE

FOR SUPPORT PERSONNEL

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

ARTICLE XXVII

EMPLOYEE-ADMINISTRATION LIAISON

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

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

ARTICLE XXVIII

YEAR ROUND SCHOOL

- A. The Board reserves the right to enter into a Year Round School Year. If such a decision is made, the Board agrees to negotiate the impact on the terms and conditions of employment with the Association.

ARTICLE XXIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, **2004**, and shall continue in effect until June 30, **2007**, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

GALLOWAY TOWNSHIP EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

GALLOWAY TOWNSHIP BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

Date _____