

ARTICLE I RECOGNITION

A. Pursuant to Chapter 303 and Chapter 123, Public Laws of New Jersey in 1968 and 1974, the Board hereby recognized the Gloucester Township Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all specified certified personnel whether under contract, on leave or employed by the Board as follows:

Classroom Teachers	Social Workers
Nurses	Reading Teachers
Team Leaders	Speech Therapists
Head Teachers	Guidance Counselors
Librarians	Learning Disability
Consultants	Computer Spec.

B. All persons designated as managerial executives and supervisory personnel and also confidential personnel, are excluded from the coverage of this agreement. If the Board recreates subject matter teachers positions, the Board agrees to negotiate with the Association on the inclusion of such positions in the unit. In accordance with the prior agreement, the Board shall designate its managerial supervisory and core personnel.

C. Unless otherwise indicated, the term "employees" when used hereinafter in this agreement, shall refer to all recognized employees represented by the Association in the negotiation unit as above identified.

ARTICLE II NEGOTIATING SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 and 123, Public Laws of 1968 and 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all represented personnel.

1. A proposal shall be presented to the Superintendent and Board of Education no later than one hundred and twenty (120) days preceding the required budget submission date of the Board of Education.

2. Any agreement so negotiated shall apply to all represented personnel who are recognized in the negotiating unit.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The board shall make available to the Association for inspection all pertinent records, data, and information of the Gloucester Township School District. The Board shall provide the Association with a complete tentative line budget for the next fiscal year as soon as approved by the Board. All information is to be obtained through the Superintendent's office.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make

proposals, consider proposals and make counterproposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet in the months of September, March and June for the purpose of reviewing the administration of the agreement. Further, meetings may be called by mutual agreement of both parties. The meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled – whenever possible – to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.

3. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it will be presented to the Board of Education and the Association for ratification. Upon ratification, an amendment shall be reduced to writing and made a part of this agreement.

E. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any recognized employee benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.

G. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter 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. A "grievance" is an allegation by an employee or the Association that there has been a misinterpretation, misapplication or violation of any of the specific provisions of this agreement or a specific school district personnel policy.

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

3. 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

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate superior, provided the adjustment is not inconsistent with terms of this agreement.

C. Procedure

1. 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. Failure on the party of the grievant or the Association to proceed from one level to the next within the stated time limits shall be construed as an abandonment of the grievance. Failure on the Board of Education or the administration to respond within the stated time limits shall result in a determination of the grievance in favor of the aggrieved.

2. 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 practical.

3. **Level One:** An employee with a grievance shall first discuss it with his/her immediate superior with the objective of resolving the matter informally. A grievance must be filed within thirty-five (35) days of its occurrence or within thirty-five (35) days of the date the grievance would reasonable have been known to occur. However, if this is not resolved, the employee may request assistance from the Association to resolve his/her grievance at this level.

4. **Level Two:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she or the Association, must submit the grievance in writing within eleven (11) school days to the Superintendent of Schools.

5. **Level Three:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, he/she or the Association must submit in writing the grievance to the Board of Education. The Board of Education will review the Grievance in caucus with the person and/or representatives from the Association. At Level Three, following review of the grievance, the Board shall set forth in writing its decision and the reason(s) thereof within thirty-five (35) days from the date of submission of the grievance to the

Board.

6. Level Four:

(a) If the aggrieved person determines that the grievance is not satisfied, the grievance must be submitted to arbitration within twenty (20) school days by the aggrieved person, or GTEA Committee if so requested.

(b) Within fifteen (15) school days after such written notice or submission to arbitration, the Board and the aggrieved person and/or the GTEA Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person and/or GTEA Committee and hold the hearings promptly and shall issue his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her 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 in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved person and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing room shall be borne equally by the Board and the Association.

D. Miscellaneous

1. 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.

ARTICLE IV EMPLOYEE RIGHTS

A. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303 and Chapter 123, Public Laws of 1968 and 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof shall not

be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.

D. All professional employees shall follow the guidelines regarding curriculum, grading and promotion of students as promulgated by the Board. The teacher shall maintain the exclusive right and responsibility to determine grades and other instructional evaluations of students. No grade or instructional evaluation shall be changed until the teacher is consulted on the proposed alteration. If the evaluation is changed by an administrator without the agreement of the teacher, the administrator shall clearly identify himself/herself by placing his/her name next to that grade on all records of that grade.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time-to-time all available public information and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee is mutually scheduled by the GTEA and the Board of Education to participate during working hours in negotiations, grievance, proceedings, conferences or meetings, he/she shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, Camden County Council of Education Associations, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall make the principal or school office aware of their presence in the building.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon application for use of buildings through the Superintendent of Schools.

E. The Association shall have, in each school building, the exclusive use of a

specified area on a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be signed by an officer or senior building representative of GTEA, given to the Building Administrator, and approval shall be required.

F. The Association shall have the right to use the inter-school communications as it deems necessary and upon approval of the Superintendent of Schools.

G. 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 employee organization.

H. The Association shall have the right to contact the vendor to obtain expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.

I. Association President shall be given one day each week to attend to Association business by leaving school after the last class.

J. Association President(or a designee) shall be given a total of 3 days leave to attend to Association business.

ARTICLE VI STAFF COMMITTEES AND COMMUNICATIONS

A. The Superintendent shall solicit the advice and recommendations of the Association in the modification or introduction of instructional and curricular programs and materials used in the school district.

B. The Association shall establish and Instructional Development Committee.

C. The Superintendent shall request that the Association President select a maximum of four (4) members of the Instructional Development Committee to participate in any consideration of modifications of introduction of instructional or curricular programs and materials.

ARTICLE VII EMPLOYEE HOURS AND TEACHING LOAD

A. As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Employees shall indicate their presence for duty by placing their signature in the appropriate column of the faculty "sign in" roster.

B. 1. All employees shall have a duty-free continuous uninterrupted lunch period of not less than thirty (30) minutes per day.

2. Employees may be absent from the building upon notification to the office during their scheduled duty-free lunch periods.

C. 1. Building-based employees may be required to remain after the end of the regular workday, without additional compensation for the purpose of attending faculty or other professional meetings one (1) day each month except in emergencies. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for not more than sixty (60) minutes. Meetings shall be increased by two per year; one in the first half of the year and one in the second half of the year. The purpose of these meetings shall be for educational improvement.

2.(a) Elementary School - The teaching day shall be: seven (7) hours for grades kindergarten through grade five (5). Fifteen (15) minutes shall be added to the beginning of the students' day effective September 2002. The time will be used in major subject areas at the discretion of the teacher. There shall be no increase in the teachers' hours.

(b) Middle School - The teaching day shall be: seven and one-quarter (7 1/4) hours for grades six (6) through eight (8).

Fifteen (15) minutes will be added to the students' day. An additional time of approximately ten (10) minutes may be taken from the homeroom period to create a total of twenty-five (25) more instructional minutes. This will become effective September 2002. There shall be no increase in the teachers' hours. Teachers shall have no more than five (5) teaching periods per day.

(c) As each building may have different operational times, the actual arrival and departure times for teachers will be determined on the basis of the school building in which they work.

3. The Board of Education guarantees that there will be no reduction in the the total number of teaching positions in the district due to this implementation of schedule.

(a). Elementary teachers shall be given two hundred seventy (270) minutes per week preparation time, consisting of at least thirty (30) uninterrupted minutes daily. This time will be derived from the periods that the teacher's class is scheduled for special area subjects. The classroom teacher shall not be required to remain in the classroom during such times in which the students are being supervised by teachers of special subjects. The remaining portion of preparation time will be provided at the end of the teacher's work day, except in case of emergency. These minutes shall be equally derived during any four (4) workdays per week, when said teacher is not scheduled for P.M. dismissal duty.

(b). Teachers may be assigned to one period (30 min.) recess supervision no more than once every three days. On days when teachers are not assigned this duty, they are expected to use this time with students needing extra attention, make up work, or parental contacts and/or administrative duties as may be assigned by the building principal.

(c.) Upon the fourth occurrence when the teacher does not receive the two hundred seventy (270) minutes, the teacher shall be compensated at the rate of one four hundred thirty-fifth ($1/435$) of one two hundredth ($1/200$) of his/her annual salary for each minute less than the two hundred seventy minutes that the teacher receives in any one week. All non-pupil contact time, excluding the duty free lunch period, will be considered preparation time.

4. An Association representative may speak to the employees at any meetings referred to in paragraph 1 above for at least ten (10) minutes on the request of the representatives, after the scheduled meeting has ended.

5. The notice of and tentative outline of the agenda for any meetings shall be given to the employees involved at least one (1) day prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the agenda provided they present same one(1) day in advance of the scheduled meeting.

D. Extra curricular assignments shall be voluntary except in cases where there are no volunteers. In these instances, the Board may assign an individual to assume these responsibilities. However, before making the assignment, the Board shall canvas the entire district for volunteers and also confer with the Association. All employees in the district shall be eligible for all positions for which they are qualified. Employees will be compensated at the rate established in Schedule B.

E. Employee participation in field trips which extend beyond the teacher's in-school workday, and over-night or weekend trips, shall be voluntary.

F. Employees shall receive at least twenty-four (24) hours notice prior to any change in class schedules, except in the case of an emergency.

ARTICLE VIII COMMUNITY COLLEGE COURSES

Courses taken by teachers at two year collegiate institutions may be used for salary guide advancement if such courses relate to their teaching assignment.

ARTICLE IX NON-TEACHING DUTIES

A. The Board of Education and GTEA acknowledge that an employee's primary

responsibility is to teach and that the employee's energies should, to the extent possible, be utilized to that end.

B. The Principal shall survey the teachers to determine their consideration before assigning any necessary non-teaching duties.

C. Aides are to relieve teachers of all non-educational duties being responsible directly to the building principal who will at all times give precedence to teacher requests.

D. 1. Beginning with the 1995-1996 school year, the G.T.E.A. agrees to participate in evening conferences. One evening in the Fall and one in the Spring will be set for conferring with parents.

2. The Board shall establish the dates for all conferences, however, evening conferences shall not be scheduled on an evening prior to a non-work day. Also, Fall conferences shall not be scheduled during the week of Thanksgiving.

ARTICLE X EMPLOYEE EMPLOYMENT

A. 1. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of the school year in accordance with paragraph 2 below.

2. Initial salary upon employment will be negotiable. Employees hired off their proper step of the guide will receive double increments until they are placed on their proper step of the guide. Additional credit not to exceed four (4) years for military experience as required by the Selective Service System and credit not to exceed the minimum contract of employment for alternate civilian service (for example, Peace Corps, VISTA or National Teacher Corps) shall be given upon initial employment. As of the beginning of the school year, the aforementioned credit shall be given to any presently employed person who has not heretofore received it.

3. Previously accumulated unused sick leave days will be restored to all returning employees as described in A-2.

B. Non-tenured employees shall be notified of their contract status for the ensuing year no later than May 15th. Salary contracts for all employees shall be issued by May 15th, or within thirty (30) days, contingent upon ratification of salary guides.

C. It is understood that specialists, e.g., speech therapists, will be hired at a rate

that reflects their past teaching and clinical experience.

D. All contractual employees shall be placed on tenure beginning with the fourth (4th) year.

ARTICLE XI SALARIES

A. 1. The salaries of all certified personnel shall be as listed in Schedule "A" attached hereto and made a part hereof for the duration of this contract.

2. Special Education Teachers hired prior to July 1, 1984 shall receive additional compensation of \$300.

3. Employees with an earned Doctorate Degree shall receive an additional amount of \$600.

4. Teachers who have acquired National Board certification shall receive additional compensation of \$1,000.00.

B. Schedule "B" shall list the Extra-Curricular Pay Schedule, the Interscholastic Athletics Pay Schedule, and the Bedside Instruction Pay Schedule.

C. 1. Employees on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

2. Employees may elect to have a fixed amount deducted from their bi-monthly salary and deposited into an account (savings or checking) at the employee's choice of bank. Employees may submit the appropriate authorization form specifying the amount to be deducted at anytime during the school year.

(a) Employees may elect to participate in the district's Direct Deposit Program at anytime during the school year. Employees shall authorize this method of payment by submitting a completed Direct Deposit Authorization Form (P-33) and any other required documents to the Payroll Office. Activation of Direct Deposit takes at least two full pay periods to verify bank and account numbers.

3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day, except at the end of the school year, when checks will be issued June 30th.

D. All employees shall be placed on guide as per scale. On all scales the experience factor is to be determined as follows:

1. Twelve (12) month employees hired between July 1 and November 30 – will receive one (1) full year credit. If hired between December 1 and March 31 – will receive one-half (1/2) year credit.

2. Ten (10) month employees hired between September 1 and December 31 will receive one (1) full year credit on the salary scale. Those hired between January 1 and March 31 will receive one – half (1/2) year credit. Effective September, 2002, anyone hired after January 31st, will remain on the salary step at

which they were hired, for the following school year.

E. All prior experience in public school is creditable as is up to four (4) years of military service.

F. Provisional teachers required to be mentored, shall be reimbursed mentoring service fees, established by the Department of Education, at the time that the employee reaches tenure. this reimbursement of fees will be effective with provisional teachers hired the 03-04 school year.

G. 1. Child Study Team members required to work extra hours will be compensated at the supplemental instruction rate provided that prior administrative approval has been given.

2. Summer case work will be compensated at a rate of \$200.00 per case.

H. The extra curricular position of Assistant to the Junior Honor Society coordinator may be established and paid as one of the school's allotted CHAMPS stipend programs

ARTICLE XII EMPLOYEE ASSIGNMENT

A. 1. Any change of employment assignments shall be made in writing not later than May 15th except in cases of emergency.

2. The Board shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the employee. The Superintendent shall give notice of assignments to new employees as soon as practical.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after May 15th, any employee affected shall be notified promptly in writing.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major fields of study unless an emergency situation exists and the teacher agrees to such an assignment.

C. 1. Such employee shall be notified of any changes in their schedules as soon as possible.

2. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the Federal Government for income tax purposes for all driving done between base school and return to base school. This rate will be adjusted on July 1 of each year.

ARTICLE XIII VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than April 30th of each school year, the Superintendent shall post in all school buildings a list of known vacancies which shall occur during the following school year.

2. Employees who desire a change in grade, subject or employment assignment or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

3. As soon as practicable, the Superintendent shall post in each school a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. If an employee's request for transfer has been denied, a renewed or subsequent request may be made in the following school year.

ARTICLE XIV INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency, not later than May 15th.

B. When an involuntary transfer or reassignment is necessary, an employee's area of competence, major or minor field of study, and other relevant factors, including – among other things– state and /or federal law, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

C. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the principal, at which time, the employee shall be notified of the reason, therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present as such meeting.

D. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. All such employees shall be given adequate time off by the Superintendent for the purpose of visiting school at which open positions exist. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position; i.e., on which, among other things, does not involve reduction in rank or in total compensation.

E. A teacher who is requested to move to another building within the district shall be compensated with \$100.00.

ARTICLE XV PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential on the administrative levels of responsibility including **TEAM LEADER and HEAD TEACHER** shall be adequately publicized by the Superintendent as well as positions not necessarily paying a salary differential. These include specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government. The following procedure shall be used to publicize available positions:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable and no less than five(5) school days before application must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly, in writing the receipt of all such applications.

2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent, together with the positions(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, no less than ten (10) days before application must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school.

B. The Board of Education will post notification of any position qualifications, duties and approximate rate of compensation, where applicable. The Board agrees to notify the Association of any change in those positions in advance of the change.

C. All qualified employees shall be given the opportunity as defined herein to make application and no position shall be filled until all properly submitted applications have been considered.

1. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

2. Appointments shall be made as soon as practicable after the notice is posted in schools or the giving of notification to the interested employees. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

D. In the filling of any future openings of additional duties, the Board of Education shall determine the allocation of such position giving consideration to individual qualified persons.

ARTICLE XVI EVENING/SUMMER SCHOOL, HOME TEACHING, AND FEDERAL PROGRAMS

A. All openings for positions in the evening school, summer school, home teaching, federal projects and other programs (including non-teaching positions for which employees may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article XVI, Section B, of this agreement. Summer school and evening school openings shall be publicized no later than the preceding April 1 or upon notification of program. Home teaching openings shall be posted as they occur.

B. Salary shall be set when funds are made available.

C. All of the provisions of this agreement, shall apply to employees holding positions in the evening school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.

ARTICLE XVII EMPLOYEE EVALUATION

A. 1. All monitoring or observation of the work performance of a "teacher" shall be conducted openly and with full knowledge of the "teacher". The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

2. Employees shall be evaluated only by persons appointed by the Superintendent and certified by the New Jersey Board of Examiners to supervise instruction.

3. An employee shall be given a duplicate copy of any class visit or evaluation report prepared by his/her evaluators at least (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference, if requested by the principal or the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. 1. An employee shall have the right, upon written request, to review the contents of his/her personnel file and be able to copy any contents.

2. No material derogatory to an employee's conduct, service, character or

personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

C. Any complaints regarding an employee made to any member of the administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association or anyone designated to be a representative at any meetings or Conferences regarding such complaint.

D. The evaluation process will be developed and implemented by the Administration after receiving input from the Gloucester Township Education Association. This input will be given professional consideration by the Administration prior to implementing evaluation tools and procedures. The evaluation form will be limited to a single document to be utilized in the reporting of professional observations for any academic year within the various job categories. All procedures shall be in accordance with the N.J. Administrative Code.

E. Copies of additional evaluations of any employee after termination of his/her employment, shall be sent to the employee for the period of one (1) year.

ARTICLE XVIII EMPLOYEE FACILITIES

A. The Board of Education shall continue its effort to have the school and ground reasonably maintained.

1. The Board of Education will endeavor to provide an appropriately furnished room, where possible, which shall be reserved for the exclusive use of employees as a faculty lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE XIX EMPLOYEE / ADMINISTRATION LIAISON

A. A Liaison Committee for each school building shall meet with the principal at least once a month, upon need, after student dismissal, to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee is to be jointly selected by

Administration and GTEA. An agenda shall be submitted by both parties at least one (1) day in advance.

B.1. The Association's representatives shall meet with the Superintendent at least once a month during the school year, upon need, to review and discuss current school problems and practices and the administration of this agreement.

2. Representatives will include the President of the GTEA, first Vice-President of the GTEA, three (3) building Principals' representatives (one Middle School) and three (3) building representatives from the GTEA.

ARTICLE XX SICK LEAVE

A. As of September 1, all employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.

B. Twelve (12) month employees shall be allowed twelve (12) sick days per year.

C. 1. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

2. For a ten (10) month position, the daily rate shall be one two hundredth ($1/200$) of annual salary. For a twelve (12) month position, the daily rate shall be one one hundred and two hundred and fourth ($1/240$) of annual salary.

3. The Board of Education may wish to recognize faithful service of employees who may request sick leave beyond that time for which full and partial pay is allowed. In such cases, a physicians's certificate will be required. The Board will consider each such request on a case by case basis.

4. Upon retirement, termination pay is to be paid to an employee at the rate of one-half of the substitute rate multiplies by the number of accumulated sick leave days up to one-hundred fifty (150) days. An employee must be fifty-five years of age and have ten years of service in the district and have a minimum of fifty days accumulated to be eligible for termination pay.

ARTICLE XXI TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year except as provided in Section A-4:

1. (a) Each person shall be granted two (2) personal leave days with full pay for urgent personal reasons. Employees shall not be required to state the reason(s) for taking such leave.

(b) Each person shall be granted one addition personal day per contract year,

to be used for bereavement of any relative not previously listed in item 5 below. This personal day will not be accumulated for sick leave if it is unused in any given school year.

(c) A professional leave day will be granted upon application to and approval by the Superintendent.

(d) Any application for temporary leaves of absence as stated above must be submitted two (2) days prior to the day requested, except in the event of an unforeseeable emergency.

2. Personal days will not be granted the day before or the day after a holiday, the beginning day or ending day of school. Personal days shall not exceed 2% of the total employees on any single day.

3. Personal leave shall not be used for purposes of pleasure, recreation, or job interviews.

4. Any personal days not used during the contract year will be added to the accumulated sick leave time for the next year. Non-used professional leave days shall not be accumulative.

5. Bereavement leave will be granted without deduction for up to five (5) days in a case of death within the immediate family. The immediate family shall be defined as the employee's parents, spouse, children, and other persons residing as a member of the household of the employee, also legally adopted members of the family. An allowance of up to three (3) days shall be granted to attend the funeral of any of the following: brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, and father-in-law. Bereavement days must be taken consecutively and concurrently with the funeral activities.

6. In the event of a death of a professional employee or student in Gloucester Township School District, the Superintendent shall grant to an appropriate number of employees sufficient time off to attend the funeral.

7. Time necessary for persons called into temporary active duty of the United States Reserves or the State National Guard, shall be granted provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the State or Federal government.

8. Other leaves of absence, with pay, may be granted by the Superintendent for good reasons.

ARTICLE XXII EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to a minimum contract shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.

B. An employee on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

D. The Board shall grant maternity leave of absence without pay to any employee upon request in accord with the following provisions:

1. The employee shall notify the Board within thirty (30) days of medical confirmation of pregnancy of the anticipated date of birth.

2. The employee shall be allowed to continue normal activity as long as she is physically able to do so. If the Board believes that her performance has noticeable declined because of her physical condition or capacity, the Board may remove the employee from her duties if:

(a) The employee cannot produce a certificate from her physician stating she is medically able to continue.

(b) The Board's Chief Medical Officer and the employee's physician agree she cannot continue employment.

(c) Following a difference of medical opinion between the Board's Chief Medical Officer and the employee's physician the Board may request expert consultation in which case the physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

3. The request for such leave shall include the date when such leave will be expected to conclude. The leave granted will conclude on that date unless in the discretion of the Board an additional reasonable period of time is granted upon the employee's request for reasons associated with the pregnancy or birth or for other proper cause.

4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the employee's physician of physical fitness to teach.

5. All or any portion of a leave that is taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the option of the employee, be charged to her available sick leave.

6. (a) In the case of a non-tenured employee, the Board will not be required to grant or extend the leave of absence beyond the end of the school year in which the

leave is begun.

(b) In the case of a tenured employee, the employee may request, and the Board shall agree to, an extension of the leave of up to two (2) years. At least four months prior to the date of return, the employee shall provide notice to the Board. This shall become effective July 1, 2000.

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

F. Other leaves of absence without pay may be granted by the Board for good cause.

G. 1. Upon return from a leave granted pursuant to Section A, B, and C of this article, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to section D, E, F, or G, of this article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, unused accumulated sick leave toward sabbatical eligibility shall be restored to him/her upon return.

H. All extension of renewals of leaves shall be applied for and granted in writing.

I. Nothing in this article shall be construed to give a non-tenure employee tenure.

ARTICLE XXIII SUBSTITUTES

A. Positions which are vacant because employees are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

B. The Board agrees at all times to maintain an adequate list of substitute employees. Employees may call a telephone answering service from 5 P.M. and until 6:30 A.M. to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute. Substitutes shall be paid for a regular teaching day at the rates stated in the Board policy.

C. It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby, depriving him/her of his/her preparation period, is undesirable and should be discouraged, except in an emergency. These duties shall be distributed as equitably as possible.

ARTICLE XXIV IN-SERVICE COURSES / WORKSHOPS

A. Employees attending or presenting Board approved in-service courses, workshops, or seminars will earn one (1) credit for each fifteen (15) hours of attendance. An employee may earn a maximum of five (5) credits which will be applied to horizontal advancement on the salary guide.

B. A committee will be established consisting of four (4) members from each party to review the procedure and make recommendations for improvement. This committee will meet in March and October; additional meetings will be scheduled when needed.

C. Tuition reimbursement will be granted to any GTEA member who enrolls in a graduate course from an accredited college or university. The course does not have to be in a matriculated program, however, if it is, the GTEA member must remain a fulltime employee of Gloucester Township Schools for two years following graduation. Otherwise, the GTEA member must reimburse the Board of Education for any course money paid out prior to graduation. The student must obtain a "B" or better grade, or in the case of a Pass/Fail course, a Passing grade must be obtained. The courses must be approved by the Superintendent prior to registration, and it must be in the field of education. Each qualifying member may apply for reimbursement for no more than two courses per year. There will be a pool of money with a value of \$100,000 which will be equally shared by those members who apply, are pre-approved, register, attend classes, receive the acceptable grade, and give documentation as proof of their payment to the college/university along with proof of the appropriate grade. This pool of money will be increased to \$115,000 in 2004-2005 and remain at \$115,000 for the final year of the contract (05-06). The reimbursement will be no greater than the Rowan rate per course established July first of each year. The denial of any course by the Superintendent may only be grieved to the Board level. Any funds not expended based upon the formula are returned to the Board of Education. Reimbursement payments will be paid on July 15.

D. Staff members requested to present in-service workshops or seminars shall be compensated: **a)** at a rate of \$100.00, or **b)** by release time during the school day for preparation/presentation. Approval for compensation must be granted in writing by the Superintendent prior to the beginning of any preparation or research.

ARTICLE XXV PROTECTION OF EMPLOYEES AND PROPERTY

A. 1. Whenever any civil action has been or shall be brought against any person holding any office, position of employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss as a result of any civil action; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

2. Should any criminal action be instituted against any such person for any

such act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

C. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty in the school, on the school premises or on a school-sponsored activity, in accordance with insurance policies now in existence.

ARTICLE XXVI MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. 1. Desirable classroom control stems from an organized situation. Good classroom control is based on a sense of security on the part of the employee and the student. Employees are expected to handle their own discipline problems except in specific areas.

2. An employee most likely to have good control in a classroom will:

- (a) Plan carefully, activities for each class.
- (b) Use all the means and skills at their command.

3. Office cases are as follows:

- (a) Truancy
- (b) Insolence and Insubordination
- (c) Fighting
- (d) Destroying school property
- (e) Absenteeism
- (f) Failure of pupil to abide by employee's decision.

B. Never send a student to the office without a description of the problem. All other items, other than those listed above, should be handled by the classroom employee in the usual routine manner.

C. There should be no mass punishments given and no writing of sentences or excessive words. If necessary, parents should be contact immediately concerning discipline problems.

D. Conferences between parents and employees should be encouraged at all times with the following kept in mind when the same problem is involved:

1st Conference	Employee and parent
2nd Conference	Employee, parent and principal
3rd Conference	Employee, parent, principal and Superintendent

E. Suspensions

This action can only be taken by the building principal. By following the listed procedures below it is hoped that many problems can be solved. However, every effort should be made to avoid this action when possible.

1st Suspension: Suspended for a minimum of one full school day and remain out until parent returns with child for conference with principal.

2nd Suspension: Suspended for a minimum of three days. Parent to return with child for conference with principal. A notification to Superintendent as a point of information. An effort to be made by the building principal to have both parents present.

3rd Suspension: Child suspended for one week. Parent to return to school for conference with principal and Superintendent.

4th Suspension: Since this is an indefinite period of suspension, notice of charges will be made to the student, explanation of the evidence and an opportunity to present his side of the incident. If a student is suspended as a result of this hearing, the Superintendent will be notified in order to schedule a formal hearing with parents, child, principal, and any other staff person needed. This will take place before the ten day period lapses. At this meeting, parents and student will be notified that subsequent suspensions may be taken before the Board of Education for action and possible expulsion from school.

ARTICLE XXVII INSURANCE PROTECTION

A. The Board of Education shall provide a plan of insurance for all employees. Any change in provider shall not result in an increase of co-pay during the term of this agreement.

Effective July 1, 2007, each employee shall be covered under a Medical/Hospitalization Plan with a \$5.00 primary physician co-pay. If any employee wishes to purchase the Medical/Hospitalization plan with a \$10.00 primary physician co-pay, they will pay the difference in the premiums between the two plans. The Medical/Hospitalization plan with a \$5.00 physician co-pay will have no lifetime cap for out of network medical bills.

1. When the employee is covered by a medical / surgical plan and that plan is paid for by other than the Board of Education, the employee may elect to waive their medical benefits.

(a) Employees who waive medical benefits shall bereimbursed 40% of the

Board-paid premium of the plan in which the employee was last actively enrolled. Such payments will be made semi-annually in December and June for the months the employee is not covered by insurance.

(b) Employees must file the appropriate waiver form with the Personnel Office.

B. For each employee who remains in the employ of the Board of Education for the full school year, the Board shall make payment of insurance premium to provide insurance coverage that is equal or greater than the the most recent medical/hospitalization coverage in effect. Payments are to be made to assure uninterrupted coverage.

C. Payments for medical/hospitalization insurance coverage of the employee as a fringe benefit will be paid by the Board of Education in accordance with the following schedule:

1. Single Employee: Full premium will be paid for single coverage of the employee.

2. Employee's Dependents: Full premium will be paid for the dependents of all employees. Dependent is defined by the insurance carrier.

D. The Board of Education shall make available descriptive information on all insurance plans covered in this Article.

ARTICLE XXVIII PRESCRIPTION AND DENTAL PLAN PROGRAMS AND IMPLEMENTATION

A. The Board of Education will provide a fully funded prescription program for all employees and their dependents as defined eligible by the State Health Benefits Prescription Drug Program. Effective July 1, 2003, prescription co-pays shall be \$5.00 for generic medications, \$15.00 for name-brand medications. Effective February 15, 2007, mail order prescriptions shall have a co-pay of \$5.00 for a 90 day supply of generic medication and \$10.00 co-pay for a 90 day supply of name-brand medications.

B. The Gloucester Township Board of Education will provide an employee dental program. This dental program will provide the following benefits:

- 100% of R&C for Basic Preventive/Diagnostic Benefits
- 85% of R&C for Basic Therapy/Treatment Benefits
- 50% of R&C for Prosthodontic Benefits
- 85% of R&C for Periodontics Benefits
- 50% of R&C for Inlay and Crown Benefits
- 85% of R&C for Oral Surgery Benefits

Effective July 1, 2001, a Board funded dependent dental plan will provide sixty (60%) percent coverage for dependent dental services. The annual benefit for each qualifying family member is \$1250.00.

C. When the employee is covered by a prescription / dental plan and that plan is paid for by other than the Board of Education, the employee may elect to waive their prescription / dental benefits.

(a) Employees who waive prescription / dental benefits shall be reimbursed 40% of the Board-paid premium of the plan in which the employee was last actively enrolled. Such payments will be made semi-annually in December and June for the months the employee is not covered by insurance.

(b) Employees must file the appropriate waiver form with the Personnel Office.

ARTICLE XXIX PERSONAL AND ACADEMIC FREEDOM

A. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of an employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Gloucester Township School District, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions.

ARTICLE XXX MANAGEMENT RIGHTS CLAUSE

Except as modified by the specific provisions of the contract all of the powers, rights prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this agreement are retained by the Board and the Board shall retain the unrestricted right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, evaluate, terminate and retain employees in positions in the school district.
3. Suspend or discharge employees for a reasonable cause.

4. Maintain the efficiency of the school district operation.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Take actions as may be necessary to carry out the mission of the school district in emergencies.
7. Determine the methods, means and personnel by which school district operations are to be carried out.

ARTICLE XXXI WORK CONTINUITY CLAUSE

During the term of this agreement, the parties agree that there will be no work stoppages on the part of the employee organization or its members and no lock-outs on the part of the employer during the full term of this agreement.

ARTICLE XXXII MISCELLANEOUS PROVISION

- A. The Board and the GTEA agree to the commitments contained herein.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore, or hereafter, executed shall be consistent with the terms and conditions of this agreement.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall be in accordance with existing Statutes and Federal Law.
- E. Copies of this agreement shall be printed at equal expense of the Board and the GTEA within ninety (90) days after the agreement is signed and presented to all persons now employed, hereafter employed or considered for employment by the Board.
- F. Due to differences in teaching techniques, there are certain materials an employee may need to develop lessons to their fullest with the children. As of July 1, 2007, a fund in an amount not to exceed fifty dollars (\$50.00) for all teachers and specialists shall be provided by the Board for each teacher and specialist in Gloucester Township.
- G. Whenever any notice is required to be given by either of the parties to this

agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at –
Superintendent
Board of Education
17 Erial Road, Blenheim
R.D. #1, Box 440G
Blackwood, New Jersey 08012
2. If by Board to Association at –
President of the Association
At his/her respective building

H. The parties agree, as long as negotiations are proceeding profitably, that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made".

I. The parties agree to follow the procedures outlined in the agreement and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted, as long as negotiations are continuing.

ARTICLE XXXIII SCHOOL CALENDAR

For the duration of the herein agreement, the school calendar shall consist of 184 days which will include 180 student instructional days, 1 teacher preparation day for the day preceding the student's first day of school and three (3) scheduled in-service teacher workshop days. The last teacher day shall be the same day as the student's last day

ARTICLE XXXIV AGENCY SHOP

Beginning September 1995, The Gloucester Township Education Association will be an Agency Shop and all non-members shall be required to pay a fee to the Association.

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (September 1 to June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year. The purpose of that fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The Association will provide the Board with a copy of the procedures for the demand and return system.

B. Amount of Fee

1. Notification

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

by the New Jersey Education Association.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee shall be a percentage of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members. The percentage should not exceed 85% of the amount charged to the Association Member.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representative fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

_____The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the afore said list during the remainder of the membership year in question. The deductions will begin with the next payroll period:

a. After receipt of the afore said list by the Board;

or

b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining position or was a layoff, in which event the deductions will begin with the first payroll period after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representative fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list

provided for in paragraph 1 above and such changes will be reflected in any deductions made no more than the next payroll period after the Board received said notices.

6. New Employees

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

ARTICLE XXXV DURATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006 to June 30, 2009. All changes agreed to, both language and economic, are retroactive to July 1, 2006 unless otherwise stated.

Side Bar Agreement

The Board of Education will offer increased termination pay through accumulated sick days for those employees who retire through the TPAF, effective June 30, 2007.

Increased termination pay shall be established at the rate of \$100.00 per day for all sick leave days with no limit.

In order to be eligible for the attendance reward program, Employees must be actively employed by the Board of Education and eligible for retirement under TPAF rules and regulations.

Employees whose total entitlement is \$6,000 or less, payment will be made in full on January 15, 2008. For all other staff, payments shall be in equal installments over the next three years following retirement, payable on January 15, of 2009 and 2010. If the death of the retiree occurs prior to the third installment, all remaining money to which the retiree was entitled shall be payable to the estate of the retiree in the same manner of payment described above.

A letter of intent to retire must be received by the Board no later than February 15, 2007. Following the filing of the letter of intent to retire, individual contracts will be entered between the parties, setting forth the specific terms for each individual employee's benefits as set forth above.

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Salary Guides (06-07), (07-08), (08-09)
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Schedule A
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Employment Contract

Between
The Gloucester Township Board of Education
and the
Gloucester Township Education Association

July 1, 2006 - June 30, 2009

Schedule A (06-07)

Schedule A (07-08)

Schedule A (08-09)
Extra Curricular Salary Guide

Schedule B

This Contract was negotiated in good faith between the following members of:

The Board of Education in The Township of Gloucester
New Jersey

Ellen Reese, President
Raymond Carr, Vice President
Ruth Sakala
Edna Ceccanecchio
Andrew Lalli
Linda Gilch
William Collins
Barry Engelbert

Concetta Venuto

The Superintendent of Schools
Thomas Seddon

and

The Negotiation Team of
Gloucester Township Education Association

Angel McDermott, President
Cynthia DiPiero, Vice-President
Richard Carchidi, Vice-President
Anna Paglione
Barb Adams
Louis Sbarra
Cliff Kendeall
Kim McCausland
Julie Campbell

Ratified: January 8, 2007