

The Glassboro Board of Education
And
The Glassboro Educational Support
Professionals Association
For
July 1, 2004 – June 30, 2007

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Article I
Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel working on either a ten or twelve month basis, including part-time and full time employees, who have begun to perform their duties, holding positions listed below:

Instructional Aides (two or more years of college credits)
Credentialed Aides (less than two years of college credits but passed New Jersey state test)
General Aides (less than two years of college credits and has not passed New Jersey state test)
Student Aides
Security Aides
Maintenance and Grounds Personnel
Custodians
Housekeepers

Transportation aides, mechanics, all non-supervisory transportation personnel, all supervisory staff, and all positions not specifically listed above, are excluded from this bargaining unit.

- B. Unless otherwise indicated, the term “employee,” when used in this Agreement, shall refer to all employees represented by the Association whose positions are in the bargaining unit as defined in Article I, paragraph A above.
- C. Unless otherwise indicated, the term “support staff,” when used in this Agreement, shall refer to all employees whose positions are in the bargaining unit as defined in Article I, paragraph A above.
- D. References to males shall include females, and references to females shall include males.

Article II
Negotiations of Successor Agreement

- A. The parties agree to initiate negotiations over a Successor Agreement no later than December 1 of the final year of this Agreement, in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions or employment. Any Successor Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties. The tentative agreement reached by the parties shall be presented to the full Board of Education and to the full membership of the bargaining

unit, and, if ratified by both parties, shall be signed by both parties. The full Board of Education expressly reserves its right to ratify or reject tentative agreements.

- B. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Whenever the President and Vice President of the bargaining unit are mutually scheduled by the parties hereto to participate, during their working hours, in negotiations respecting the collective bargaining agreement, the Board will accommodate their work schedule to enable them to participate in the negotiation sessions and they will suffer no loss in pay provided they notify their supervisors at least 2 days in advance of the needed schedule accommodation. The Association will provide to the Superintendent the names and work schedule of the President and the Vice President of the Association no later than November 1 of the final year of this Agreement to facilitate altering the work schedule of the two mandatory Association negotiation team members. In the event that alternative schedules for the two mandatory Association negotiation team members can not be arranged for a particular negotiation session, the particular negotiation session will be rescheduled.
- D. 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.
- E. 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 so long as NJEA remains the exclusive representative of the bargaining unit.
- F. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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
Management Rights

The adoption of policies, rules, regulations, and the right to employ and assign personnel, and to determine the methods, means and personnel necessary to maintain and operate the school district, and the use of judgment and discretion in connection therewith, by the Board shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Laws and Constitution of the State of New Jersey and of the United States.

Article IV
Grievance Procedure

- A. A “grievance” is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement affecting terms and conditions of employment governing an employee or group of employees covered by this Agreement.
- B. A “grievant” is the employee or employees, or the Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.
- C. A “party in interest” is the person or persons making the claim and any person, including the Association or Board, who may take action or against whom action may be taken in order to resolve the claim.
- D. The purpose of this procedure is to secure, at the lowest possible level, resolution of differences concerning interpretation of work conditions grievable as defined in paragraph A above. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- E. 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, however, may be extended by mutual agreement. All days referred to in this Article shall be work days.
- F. A grievance, to be considered under this procedure, must be initiated by the employee within 20 work days of the time the employee first knew or should reasonably have known of the facts giving rise to its occurrence.
- G. Level One: (a) If, after consulting with the building principal or immediate supervisor, a satisfactory solution has not been reached within five (5) days, a written formal grievance, designating the grievance and all parties to the grievance may be filed with the building principal or immediate supervisor. The grievant shall, in writing, state the remedy or solution sought.

(b) The grievant will submit the grievance on the form agreed upon by the negotiating teams. Forms may be secured from the Superintendent’s office or from an Association representative. If such written grievance is not filed within eight (8) days after the initial discussion with the principal or immediate supervisor, the grievance shall be considered waived.
- H. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days the written grievance at Level One was presented to the principal or immediate supervisor, the

written grievance may be presented to the Superintendent of schools along with a verbal explanation.

- I. Level Three: If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after it was presented to the Superintendent, the Association may submit the written grievance for review by the Board of Education or its designated committee. The Superintendent shall prepare a review of the grievance for the Board or its designated committee.
- J. Level Four: The Board or its designated committee may, in its discretion, formally meet with the grievant and review the grievance. The Board shall render its decision within thirty-one (31) days or may, in its discretion, waive this procedure and submit the grievance to arbitration with the Public Employees Relations Commission ("PERC") and the rules of that agency shall apply.
- K. Level Five: If the Association is not satisfied with the disposition of the grievance at Level Five, within ten (10) days following receipt of the Board's decision, the Association shall submit the grievance to PERC for arbitration and the rules of that agency shall apply.
- L. Within ten (10) 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 do not agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to PERC.
- M. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific Article and paragraph of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the New Jersey School laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- N. 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.
- O. Any grievant may represent himself/herself through Level Two of this procedure. 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

except Level One (a) above. Only the Association shall have the right to process grievances through arbitration.

- P. 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 commence at Level Two if the principal or immediate supervisor handling the grievance at Level One lacks the authority to resolve the grievance.
- Q. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest within specified times.
- R. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article V

Employee Rights and Privileges

- A. No employee shall be disciplined arbitrarily. Charges shall be in writing, investigated by the Superintendent or his/her designee. Any employee who may be subject to discipline shall have 5 days to respond to the charges unless the charges warrant immediate response such as when the welfare of students is a concern.
- B. Employees in the collective bargaining unit, who are not probationary employees as defined in Article VII, paragraph H, shall not be arbitrarily discharged or suspended. Any such action shall be subject to the grievance procedure set forth in Article IV to the extent such action is legally arbitrable. This provision shall not apply to probationary staff, staff whose positions are funded through grants or whose positions are required by special education regulations, or to non-renewals of non-certified staff.
- C. Whenever any collective bargaining unit member is required to attend an investigatory meeting which any administrator or supervisor, Board, or any committee (or member thereof) reasonably believes could adversely affect continued employment, or salary, then he/she shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during the meeting.
- D. Any suspension of any employee whose suspension is found to be unfair and unjust shall be reimbursed for the lost time from the date of the suspension to the date of reinstatement.
- E. No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates except as permitted by law.

- F. Any reprimand by a supervisor, administrator, or Board member of an employee and his/her performance shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

Article VI

Association Rights and Privileges

- A. Whenever the President or Vice President of the Association is mutually scheduled by the parties to participate, during working hours, in negotiations or grievance proceedings, the Board will accommodate their work schedule to enable them to participate in the negotiation sessions and they will suffer no loss in pay provided they notify their supervisors at least 2 days in advance of the needed schedule accommodation. In the event that alternative schedules for the two mandatory Association negotiation team members can not be arranged for a particular negotiation session, the particular negotiation session will be rescheduled. The Association will provide to the Superintendent the names and, if possible, the work schedule of the President and the Vice President of the Association no later than June 1 of each year.
- B. Representatives of the Associations shall be permitted, with his/her supervisor's prior approval (which approval shall not be unreasonably withheld) to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations or interfere with the performance of their employment-related duties.
- C. The Association and its representatives, with the site administrator's prior approval (which approval shall not be unreasonably withheld) shall have the right to use a school building at reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Reasonable costs associated with such use, if any, shall be paid by the Association to the Board.
- D. The Association shall have the right, with the site administrator's prior approval (which approval shall not be unreasonably withheld) to use school facilities and equipment including computer, copy machines, other duplicating equipment, calculating machines, and ordinary audiovisual equipment that does not require specialized training or support to operate at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result of its misuse of District property.
- E. The Association, with prior site administrator's approval (which shall not be unreasonably withheld) shall have in each building or work site the shared and

reasonable use of a bulletin board dedicated to staff in staff lounges and staff dining rooms.

- F. The Association, having given prior notice to the site administrator, shall have the right to use the school mail boxes but not to use the internal mail delivery system. The Association shall not use the services of the District clerical staff to place Association materials in the staff mailboxes.
- G. The Association President shall request of the Superintendent, on behalf of himself/herself or a designated officer/committee chair, reasonable time to address association investigations which the President/designee cannot accommodate during non-work hours.
- H. The Board shall allow all representatives designated by the Association to leave their work stations 20 minutes after the last school dismisses for one meeting in May and one meeting in September in order to attend GESPA meetings. The meetings will be held after the close of the normal school day. The Association will notify the building principal at least two weeks prior to the date of the scheduled meeting. Any member who attends the meeting may be required to make up the time spent at the meeting so long as the make-up time is assigned within 15 calendar days without additional compensation.
- I. 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 organizations.
- J. The Superintendent shall accommodate requests by the Association President for the President to alter his/her work schedule to allow him/her reasonable time to attend state conferences or meetings. The President may be required to make up the work time missed as a result of such absences from his work-related duties within 30 work days without additional compensation.

Article VII

Employment Procedures

- A. The Superintendent shall notify the Association of the name, address, education, certificates, salary, salary placement, and the reasons therefore, for each new employee with ten (10) days of beginning to perform their duties.
- B. The Board shall have the discretion of crediting years of service for purposes of initial placement on the salary guide. Thereafter, each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the school year provided his/her performance during the previous year was satisfactory.

- C. Any ten (10) month employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year provided his/her performance during the previous year was satisfactory.
- D. Any twelve (12) month employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year provided their performance during the previous year was satisfactory.
- E. With the exception of aides, employees shall be notified of their contract and salary for the ensuing year no later than May 31st. Aides shall be notified of non-renewal by the end of the school year or as early as possible. All contracts will be conditioned upon the availability of positions. As soon as possible, but no later than the week prior to school opening, aides will be notified of their tentative assignments absent extraordinary circumstances.
- F. The Board shall have discretion in making the initial placement on the salary guide. Credit on the salary guide shall be given for up to four (4) years of military service in any branch of the Armed Forces required by the Selective Service System.
- G. Any support staff who is resigning from his/her position shall give 30 days' written notice, but, at the discretion of the Superintendent, upon an employee's request, may be released prior to the expiration of that time period.
- H. All employees covered by this bargaining unit shall complete a six (6) month probationary period. This provision applies to any current employees who have not completed their first 6 months with the district.

Article VIII

Work Year

- A. Beginning July 1, 2003, the work year for ten (10) month employees shall be between September 1st and June 30th. Instructional Aides, Credentialed Aides, General Aides, Student Aides, and aides assigned to the media centers, shall work the student calendar year.

With the exception of security aides, all aides will be required to work their regular number of hours during half-day inservice days. Security Aides shall work the student calendar.

Aides assigned to the office shall work from September 1st through June 30th. They shall work the teachers' calendar plus Mondays through Fridays before the teachers begin work in September and after the teachers end work in June.

- B. The work year for all twelve (12) month employees shall be from July 1st to June 30th with allowance for holidays per this Article, paragraph D below.
- C. The work schedule for current employees shall be Monday through Friday. The work schedule for employees hired after this Agreement is signed by the parties or after March 1, 2002, whichever is sooner, may include five (5) consecutive working days Monday through Saturday. The Board may assign no more than one employee per building to work the Tuesday through Saturday schedule as a regular shift.
- D. The holiday schedule for all twelve (12) month employee(s) and ten (10) month housekeepers, custodians, maintenance and grounds employees shall include:

July 4 th *	Labor Day
Columbus Day	Election Day
Veterans Day	Friday after Thanksgiving Day
Thanksgiving Day	Christmas Day
Christmas Eve	New Year's Day
New Year's Eve	Martin Luther King's Birthday
Presidents Day Weekend	Good Friday
Memorial Day	

* Not applicable to ten (10) month employees

The holidays shall be celebrated according to the district calendar and no overtime rate shall be paid for regular work hours on a holiday that *is* celebrated by the State of New Jersey on a day different from that on which it is celebrated on the district calendar.

In addition, GESPA officers and up to three additional GESPA-designated members shall be permitted to attend the NJEA Annual Convention and shall notify their Supervisors of their intent to attend the NJEA Convention at least 10 school days in advance. GESPA members shall be required to make up the time by December 31. With the exception of all categories of aides, GESPA officers and up to three additional GESPA-designated members, all unit members shall be required to work during the NJEA convention days and shall be paid straight time for actual hours worked. With the exception of the GESPA officers, GESPA members required to work during the NJEA Convention days may use personal leave or vacation time to attend the convention provided they notify their supervisors of such intent. Requests for personal leave or vacation time will be granted on a first-come basis only after the Maintenance and Grounds Supervisor has assured that the number of staff required to be present in each building and the credentials of such staff have been satisfied.

- E. Vacation allowance for twelve (12) month employees shall be in accordance with the following schedule:
 - 1. An employee with six consecutive months of service in Glassboro prior to July 1st shall receive five (5) days of vacation to be used after July 1st.

2. After one year of service in Glassboro – ten (10) days of vacation to be used after July 1st.
 3. After nine years of service in Glassboro – fifteen (15) days of vacation to be used after July 1st.
 4. After fifteen years of service in Glassboro – twenty (20) days of vacation to be used after July 1st.
- F. An employee’s vacation schedule shall be submitted to the immediate supervisor no less than seven (7) work days before the start of the vacation and shall not be denied without reason. To the extent possible, vacation scheduling shall be granted in order of seniority, by department, and by building or work site but shall not interfere with the operation of the building. If a holiday falls during an employee’s vacation, the day shall be counted as a holiday and not as a vacation day.
- G. Any employee resigning, retiring or otherwise leaving the school system shall be paid for vacation time earned but not used. The rate amount will be calculated on the current guide/rate of pay at the time of leaving and shall be paid at a rate of 1/200 of the salary for ten (10) month employees and 1/240th of the individual’s salary for twelve (12) month employees.
- H. Unused vacation time of up to five (5) days shall be accumulated.
- I. Any ten (10) month employee who accepts a twelve (12) month position shall receive full vacation allowance from the date of initial employment in the district in accordance with this Article, paragraph E above.
- J. Any twelve (12) month employee who is reduced by the Board of Education, at its sole discretion, to a work year of ten (10) months, will receive a reduced vacation allowance in accordance with the schedule enumerated below until the fourth consecutive year that they are assigned to a reduced work year. In the fourth consecutive work year they shall cease to receive any vacation allowance.
- First Year: ½ vacation allowance
Second Year: 1/3 vacation allowance
Third Year: ¼ vacation allowance
Fourth Year: no vacation allowance
- K. During the first year of employment, sick, personal, vacation leave days and paid holidays for new employees hired on or after July 1, 2004 shall not vest until the employee completes one day of work. If an employee has taken sick leave days prior to completing one day of work, upon completing one day of work, the sick leave days will vest and the employee may retroactively apply such sick leave to the days of absence that preceded the employee’s appearance for work.

Article IX

Work Hours and Work Load

- A. "Full-time employees" refers to employees who work 31 or more hours per week. "Week" refers to a Sunday through Saturday calendar week.
- B. Work hours for full-time Maintenance, Grounds, and Custodial employees shall consist of 8.5 consecutive hours inclusive of a 30-minute duty free lunch/dinner period. This shall constitute a work shift. Full-time Maintenance, Grounds, and Custodial employees shall be scheduled to work 8.5 hour shifts and each such employee shall be advised of his/her regular starting and quitting times. At least one black seal custodian or shift foreman in each building must remain on the premises during their duty-free lunch. In the event that a shift cannot be filled, the shift foreman must remain in the building.

Each full time Maintenance, Grounds, and Custodial employee shall receive two (2) fifteen (15) minute breaks each day. When a support staff workday is extended by an additional four hours, an additional break of fifteen (15) minutes shall be provided.

Full time aides shall receive a 30-minute lunch period. If the lunch period is duty-free, it shall not be paid; however, if the aide is required to perform his/her duties during lunch, the aide shall be paid for the clock hours worked.

- B. Any time worked beyond 40 hours per week shall be compensated as overtime.
- C. Maintenance, Grounds, and Custodial employees shall be eligible for overtime assignments on a seniority basis provided the employees possess the necessary credentials for the particular assignment. Foremen are responsible for ensuring that qualified staff are present for all needed assignments and shall cover the assignment if no qualified employees volunteer for the assignment.
- D. When possible, field trip assignments for aides shall be voluntary. If the field trip extends beyond the aide's regular workday, the aide shall be paid for the actual time worked. If the aide elects not to attend the field trip, he/she must report to work as usual and shall perform alternative duties as assigned by the building administration.
- E. In no case shall any support staff be requested or required:
 - 1. To perform the duties outside their job description except in emergency situations.
 - 2. Aides may attend night meetings/parent conferences/back-to-school nights or similar evening school-related activities on a voluntary basis. No employee shall be compensated for time beyond their regular hours for preparing for/attending legal proceedings.

- F. In the event of an unscheduled student dismissal, aides may be permitted to leave 15 minutes after such dismissal but may be required to remain up to 30 minutes after the unscheduled student dismissal.
- G. In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather or other reasons, instructional/classroom aides will not be required to report more than 15 minutes before pupils.

Article X

Salaries and Other Forms of Remuneration

- A. Overtime shall be paid at the rate of one and one-half times the hourly salary for all time worked beyond 40 scheduled hours in one week.
- B. For the purpose of this Article, the workday salary shall be 1/200th of the annual salary for ten (10) month employees and 1/240th of the annual salary for twelve (12) month employees.
- C. For the purpose of calculating overtime, the following days shall be counted as regular workdays: sick days, personal days, vacation days, paid holidays, and all other approved leaves.
- D. Maintenance, Grounds, and Custodial employees shall receive a minimum of 2 hours pay at time and a half if they are called back to work up until midnight, when those hours are not contiguous with their regular work day. If they are called back to work before midnight, they will be paid time and a half regardless of whether the assignment requires them to stay past midnight. Maintenance, Grounds, and Custodial employees shall receive a minimum of 2 hours at double time rate if they are called back to work after midnight when those hours are not contiguous with their regular workday.
- E. Employees who work on Sundays or national or state declared holiday shall be paid time and a half.
- F. Salary Increase:
 - 1. Effective July 1, 2004, the total salary increase for the bargaining unit shall increase by 5%. All increases shall be retroactive to July 1, 2004.
 - 2. Effective July 1, 2005, the total salary increase for the bargaining unit shall increase by 5%.
 - 3. Effective July 1, 2006, the total salary increase for the bargaining unit shall increase by 5%.
- G. Salary schedules for various categories of employees are attached hereto and made a part hereof.

- H. Employees working as Head Custodian, Second-Shift Foreman, or Grounds Foreman, or any positions in the future with duties and responsibilities similar to those performed by the aforementioned titles shall receive an additional \$1000 annually plus 5% for the 2004-2005 fiscal year. That amount shall be increased an additional 5% in each successive fiscal year of this Agreement. The amount shall be paid 50% in December and the remaining 50% in June. The amount paid shall be prorated if another head custodian, second-shift foreman , and grounds foreman is appointed due to a permanent or temporary inability of the appointed foreman/head custodian to fulfill his/her responsibilities as foreman/head custodian.

Article XI

Health Benefits

- A. The Board shall pay medical and prescription benefits coverage for all contracted employees and their legal dependents for those employees whose contracts require them to work at least thirty-one (31) hours per week except those identified in Appendix #1 attached hereto (“Eligible Employee”).
- B. The health care coverage shall consist of a commercial Quality Point of Service plan from a major healthcare provider with a \$5 co-pay for in-network primary and \$5 co-pay for in-network specialist care.
- C. Prescription Drug coverage will be provided utilizing a two-tier (generic/brand) structure with a co-pay structure of \$5 for covered generic drugs and \$15 for covered brand name drugs. There shall be no reimbursement by the district for costs of co-pay or costs in excess of co-pays.
- D. The Board shall pay 100% per annum per employee for employee only dental plan. Said amount may also be utilized as credit toward cost of family coverage.
- E. The Board shall determine the carrier for all medical, prescription and dental benefits provided that the benefits are equal to or greater than the agreed upon plan for the 2004-2005 school year.
- F. Disability Insurance - The Board shall contribute up to \$18 per month per full-time employee toward the premium for disability insurance provided by Prudential Insurance or the Franklin Insurance or any other Board approved disability carrier for the duration of the contract if the employee elects such coverage.
- G. Eligible Employees who wish to waive medical, dental, and prescription coverage for themselves and their dependents shall be entitled to an insurance waiver payment to be capped at \$2,100.00 per year for family coverage and a proportional amount for two-party or single coverage.

Article XII
Sick Leave And Absence

Sick Leave

A. Ten (10) Month Employees

1. All ten (10) month employees shall be entitled to ten (10) sick leave days per year. Proportional sick leave time will be granted to part-time employees under contract and to employees beginning employment on or after October 1 of each school year. Medical verification of illness may be required. A maximum of five (5) sick days may be used without pay deduction during the first six (6) months of employment without authorization of the Superintendent.
2. If less than ten (10) days of sick leave are used during a school year, the balance of unused time up to 15 days shall be accumulated in any one year.

B. 12 Month Employees

1. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. Medical verification may be required. Proportional sick leave time will be granted to part-time employees under contract and to employees beginning employment on or after July 1 of each school year. A maximum of five (5) sick days may be used without pay deduction during the first six (6) months of employment without authorization of the Superintendent.
2. If less than twelve (12) days of sick leave are used during a school year, the balance of unused time up to 15 days shall be accumulated in any one year.

C. Should all accumulated sick leave of an employee be depleted in any one year, upon the presentation of a medical certificate requesting further sick leave, a leave of absence for up to a maximum of 30 consecutive additional school or work days shall be granted, in the sole discretion of the Superintendent, to any district employee who has been in the employ of the Board of Education for a period of four (4) years or more and such employee shall receive the difference between their salary and that paid a substitute.

D. Other Absence

1. Family Illness
 - a. In case of critical illness of a family member requiring a member's presence, absence may be allowed without deduction. This is to be for critical emergency only and shall not be extended to personal care of members of the GESPA members' family. The period is to be from one

(1) to five (5) days at the discretion of the Superintendent of Schools. Medical verification may be required.

2. Personal Leave

- a. Ten (10) month employees under contract shall be allowed personal leave without pay deduction for a maximum of two (2) days during each school year. Twelve (12) month employees under contract shall be allowed personal leave without pay deduction for a maximum of three (3) days during each school year. Personal leave shall not be used for the purpose of extending a school holiday. However, upon the presentation of extraordinary circumstances, the Superintendent or his/her designee may, in his or her sole discretion, permit the use of a personal day contiguous with a school holiday.
- b. Application for personal leave shall be made initially to the building principal or immediate supervisor at least five business days before such leave is to begin. The Superintendent or his/her designee shall approve all requests for personal leave; however, in serious emergencies, the principal or immediate supervisor may immediately grant requests.
- c. An “emergency” personal day shall be available for personal emergencies upon permission of the principal or immediate supervisor and subject to approval by the Superintendent or his/her designee, which permission shall be based upon reasonable explanation of the emergency. The “emergency” personal day shall be used only for unanticipated events and shall not carry over as sick or personal days.
- d. A maximum of two (2) unused personal leave days may be accrued as sick leave and shall be accumulated as stipulated in this Article, paragraphs A and B above.
- e. For the protection of the employee and for proper payroll accounting and audit, personal leave days must be accounted for and reported to the Superintendent.

3. Quarantine

- a. Absences due to quarantine not involving personal illness are allowed without deduction upon filing of certificate of quarantining officer.

E. Other Leaves

1. Other leaves of absence with pay may be granted by the Board of Education upon the Superintendent’s recommendation.

F. Maternity/Paternity Leave

1. An employee requesting a leave of absence for disability for maternity reasons shall request such leave in writing, at least forty-five (45) days prior to the date for the commencement of such leave. The request shall state the date for the commencement of the leave and the date of anticipated return. Employees

employed prior to January 1 shall be credited for a salary increment for salary purposes.

2. Disability for maternity reasons for which sick days are used will commence on the date requested by the employee, provided that a physician's certification of disability is submitted before commencement of the leave.
3. Disability for maternity reasons for which sick days are used will terminate on the date requested by the employee, provided that a physician's certification is submitted stating that the employee is physically able to work, prior to the date of termination of such leave.
4. An extended leave of absence under this Article may be granted for the remainder of a contract year.
5. In the event that sick days are not available to an employee, the employee may request a leave of absence without pay for disability for maternity reasons, provided that a physician's certification is submitted verifying the disability.
6. Employees must inform the Board prior to April 1, in writing, of their decision to return for the following contract year.
7. Existing State and Federal statutes shall apply in policies for maternity/paternity reasons to include the Family Leave Act.

G. Days for Funeral

Absence due to death in the immediate family is allowed without deduction up to five (5) days. Immediate family is defined to mean husband, wife, father, child, mother, siblings, grandparents, parents-in-law, stepparents, stepchildren, step-siblings or members of the household. Employees may, on a case-by-case basis, submit requests for funeral leave for a former member of an employee's household who is not included in this list.

H. Court Order

Absence due to required appearance in a court of law involving no personal benefit to the employee and not involving the employee's suit against the Board, no deduction in pay will be made for a period not to exceed five (5) days, provided proof of such appearance is filed with the Board of Education.

I. Jury Duty

In the event that an employee is required to serve as a juror, he/she shall be paid his/her salary in full for that period of time in which he/she serves on jury duty when he/she otherwise would have been engaged in performing his/her employment-related duties. The amount of money received by the employee for his/her jury service shall be submitted as a reimbursement to the Board of Education for the salary received.

Article XIII

Employee Evaluation

- A. All employees shall be evaluated at least once during their contract year. Probationary employees shall be evaluated at least once during their probationary period. Evaluations of employees shall not be restricted to direct observations. Evaluations will be on the forms adopted by the Superintendent following consultation with GESPA. During the evaluation conference, each employee shall be given a copy of the evaluation conference report or evaluation report prepared by his or her evaluator. However, upon written request, an employee shall be given a copy of any evaluation report prepared by his or her evaluator(s) at least one (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 with the employee. No employee shall be required to sign a blank or incomplete evaluation form. An employee shall have an opportunity to respond to the evaluation no later than one week after the evaluation conference is held. An employee may have a local Association representative accompany him during his/her formal evaluation conference.
- B. An employee shall have the right, upon prior request and reasonable notice, to review the contents of his personnel file in the presence of a school official and to receive copies, at his/her own expense, of any materials contained therein, except as provided in this Article, paragraph C below. An employee who desires to review his file must schedule an appointment for review with the Superintendent or his designee at least two (2) workdays in advance. An employee may have a local Association representative accompany him during such review.
- C. Although an employee shall have the right to review his personnel file, the Board maintains the right to protect the confidentiality of personal references, academic credentials, and other similar comments or materials.
- D. No performance-related evaluation material generated by school district personnel which is derogatory to an employee's conduct or service, shall be placed in an employee's file unless the employee has been notified and given an opportunity to review said material. The employee shall be entitled to submit a written response to such materials within ten (10) days of receiving a copy, for inclusion in the file.
- E. Evaluation reports shall be presented to each employee in accordance with the following procedures. Such reports shall identify:
 - 1. strengths of the employee; and
 - 2. areas of weaknesses and suggestions for improvement where appropriate.
- F. When meeting with an employee for purposes of conducting an investigatory interview that could result in adverse action against the employee, the employee shall

have the right to representation by counsel and/or an Association representative at such interview.

Article XIV

Seniority and Job Security For Support Staff

- A. Seniority is defined as service in the school district in each particular job category covered by this collective bargaining unit.
- B. The Board must ensure that individuals serving in positions within the district are properly credentialed for the positions in which they serve and that job performance will be considered in determining individuals to be affected by reductions in force. Where individuals are properly qualified, reductions in force will be accomplished in the following manner: (a) Within in a particular job category, reduction in force shall be accomplished on a seniority basis for service in that category only; (b) an employee who is being laid off may replace an employee in a lower job category who has fewer years of service with the district even if the more senior employee never worked in that job category provided the more senior employee is qualified for the position. Seniority will not be a factor in assigning individuals to student aide positions.

Staff being riffed from one position will have bumping rights over individuals in lower category positions who have fewer years of service in the district but will not have bumping rights over individuals with fewer years of service in the district holding jobs in higher-category positions. Bumping rights flow downward but not upward. Two classes of categories exist: (1) Maintenance, Custodians, and Housekeepers (in descending order) and (2) Student Aides, Instructional Aides (two year of college credits), Credentialed Aides (fewer than two years of college credits but passed New Jersey test credential) and General Aides (fewer than two years of college credits and no New Jersey test credential) (in descending order). The “descending category” bumping rights described in this provision do not apply to Security Aides or regardless of qualifications.

- C. In the event that a vacancy occurs that the Board seeks to fill, a laid-off support staff member shall be entitled to recall thereto in the order of his/her job category seniority for a period of two years from the date of his/her reduction in force.
- D. Notice of recall to work shall be addressed to the support staff member’s last address appearing on the record of the school district, by certified mail, return receipt requested. Within ten (10) days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all right to recall.

In an emergency situation, written notice may be substituted with telephone notice after approval is granted by the Association President or his/her designee.

- E. Seniority shall not be accumulated during the period of lay-off. Upon recall, the support staff member shall have his/her previously accumulated seniority within the job category in which the individual served restored to the date of layoff.
- F. A support staff employee shall lose all accumulated school district seniority only if he/she resigns, is discharged for cause, or refuses a recall opportunity, irrespective of whether he/she is subsequently rehired by the school district.

Article XV

Voluntary and Involuntary Transfers and Reassignments

- A. The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies within the bargaining unit as they occur.
- B. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred in order of preference. Such requests for transfer and reassignments for the following year shall be submitted no later than April 30th.
- C. In determining a voluntary and/or involuntary transfer, the wishes of the individual support staff member shall be considered by the Superintendent. If a support staff member's request for transfer has been denied, a renewed or subsequent request for transfer may be made in the following school year.
- D. Association representatives shall not be transferred without an explanation from the Superintendent.
- E. Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practicable, except in cases of emergency.
- F. In the event that an employee objects to a transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his option, have an Association representative(s) present at such meeting. The transfer or reassignment shall take effect regardless of whether such a meeting has yet been held.
- G. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions for which they are qualified to which they desire to be transferred and may indicate an order of preference.

Article XVI

Job Posting Procedures

- A. All district and all unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - 1. All district and unit vacancies, together with the required qualifications, shall be posted in each school as far in advance as practicable, ordinarily at least ten (10) days before the final date when applications must be submitted. A copy of said notice should be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing in the manner required by the posting.

Article XVII

Professional Development/District InService Programs

- A. The Board shall pay for the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions than an employee is required and directed by the school district administrator to take. In that situation only, the employee shall be compensated for all time spent in actual attendance at said sessions beyond his/her regular working day and year at his regular rate of pay or overtime, whichever is applicable. An employee shall be paid his/her regular rate of pay if he/she is required to attend any training during his/her regular workday. If a training program is offered outside the regular workday of the employee and the building administrator has not required the employee to attend the training program, attendance shall be voluntary.
- B. The Board shall provide inservice programs for all job categories. Such programs may be cooperatively planned to meet priorities jointly determined by the Association and the administration.

Article XVIII

Protection (Safety) Of Employees

- A. The Board shall provide inservice opportunities to employees concerning various issues, including but not limited to, student contact issues and the Right to Know Law. In addition, GESPA will have at least one seat on the District's Safety Committee.
- B. Employees shall immediately report injuries or threats of injury suffered by them in connection with their employment to their principal or immediate supervisor. Such notification shall be immediately forwarded to the Superintendent.

Article XIX

Employee Facilities And Equipment

- A. Maintenance, Custodians and Groundskeepers shall be provided with 5 uniforms (shirts and pants) every two (2) years. In addition, only those Maintenance employees or Custodians stripping the floors in the buildings shall be provided with thick rubber-soled boots appropriate for use while stripping the floors. The boots shall not be taken home and shall remain on District premises at all times.
- B. Maintenance and grounds personnel will be provided with all-weather hooded jackets to be approved by the Assistant Superintendent for Business/ Board Secretary. The jackets shall not be taken home and shall remain on District premises at all times unless the Supervisor of Maintenance and Grounds gives express authorization for the jackets to be taken home. The jackets shall never be used other than while performing duties for the Board.

Article XX

Subcontracting

- A. In the event that the Board intends to privatize particular positions/job categories within the bargaining unit, the Board shall provide written notification to the Association of such interest at least 30 days before publicizing a Request for Proposal/Invitation to Bid. In addition, the Board shall provide the Association written notice of its intent to vote on the proposals/bids received at least forty-five (45) days prior to any Board vote to subcontract, and it shall discuss the matter with the Association and its representatives. The Board shall provide the Association with the job titles for each position that may be affected by the vote to privatize at the time of notification to the Association.
- B. Any procedural dispute shall be subject to the grievance procedure of this Agreement.
- C. The Board shall provide severance benefits to unit members whose positions have been eliminated due to subcontracting after January 1, 2003 as follows:
 - 1. The Board shall pay all affected unit members full pay for all unused accrued vacation days credited to the employee.
 - 2. The Board shall pay all affected unit members for unused accrued sick leave as follows:
 - a. Completed 5 – 9 years of continuous employment by the Board: \$10.00 per day

- b. Completed 10-14 years of continuous employment by the Board: \$15.00 per day
- c. Completed 15 or more years of continuous employment by the Board: \$20.00 per day

Article XXI

Severance

A. Employees who complete fifteen (15) years in the Glassboro School district will be eligible for severance pay upon retirement from the school district as follows:

Less than 20 hours per week	\$20 per day up to 150 days
20 hours per week to less than 31 hours per week	\$25 per day up to 150 days
31 hours per week and over	\$25 per day up to 150 days

B. Employees must be officially retired and upon retirement the total number of days left in accumulated unused sick leave will be reimbursed to the employee(s) at the rate and maximum amounts listed above.

C. Approved leaves of absence without pay shall not accrue to years of service.

Article XXII

Representation Fee

A. Purpose of Fee

- 1. If an employee does not become a member of the Association during any membership year which is covered in whole or part by this Agreement said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- 2. For purposes of this provision, employee means any employee whose job title is included in Article I, paragraph A of this Agreement.

B. Amount of Fees/Notification

- 1. At the onset 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 nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification. On or about October 1 of each year, the Board will submit to the Association, a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
2. Payroll Deductions. The Board will deduct from the salaries of the employees referred to in Paragraph A(2) above, the full amount of the yearly representation fee in equal installments, beginning with the first paycheck in February.

D. Method of Payment of Representation Fees. Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will be, as nearly as possible, the same as those used for the transmission of regular membership dues to the Association.

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

F. New Employees. On or about the last day of each month, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board also will notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

G. Indemnification and Save Harmless Provision. The Association agrees to indemnify and hold the Board harmless against any liability suit (except willful misconduct by the Board) at law or equity, or before a state or federal agency which may arise by reason of any action taken by the Board in complying with this Article provided that the Board cooperates fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense. Also, provided that the Board gives the Association timely notice in writing of any such claim, demand or suit of liability.

Article XXIII
Miscellaneous Provisions

- A. 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.
- B. Any individual contract or annual salary between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. Copies of this Agreement shall be printed by the Board, the expense of which shall be shared equally by the Board and the Association, after agreement with the Association on format, within thirty (30) days after the Agreement is ratified and signed by both parties. The Agreement shall be presented by the Association to all employees now employed or hereafter employed by the Board.

Article XXIV
Duration Of Agreement

This Agreement shall be implemented between the period of July 1st, 2004 to June 30th, 2007.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective negotiators.

Board of Education

Association

By _____
Vice President Date

By _____
President Date

By _____
Board Secretary Date

Addendum # 1

Aides Presently Receiving Paid Holidays

The following individuals who presently receive paid holidays and health care benefits shall continue to receive paid holidays at their regular hourly rate for the duration of this Agreement:

Betty Baer	Dorothy Pokalo
George DeGarmo	Josephine Punzo
Carmella DiRienzo	Bertha Rogers
Susan Farley	Elaine Siudut
Colleen Galletta	Loretta Weidner
Kathleen Kelly	Valerie Willis
Janet Meeks	
Rachella Mettetal	

SALARY GUIDES

**GENERAL AIDES/CREDENTIALLED AIDES
(UNDER 48 COLLEGE CREDITS)**

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$10.05	\$10.35	\$10.65
2	\$10.24	\$10.55	\$10.87
3	\$10.65	\$10.75	\$11.08
4	\$11.07	\$11.18	\$11.29
5	\$11.61	\$11.62	\$11.74
6	\$12.08	\$12.19	\$12.20
7	\$12.56	\$12.68	\$12.80
8	\$13.03	\$13.19	\$13.31
9	\$13.58	\$13.68	\$13.85
10	\$14.78	\$14.26	\$14.37
11	\$15.31	\$15.52	\$14.97
12	\$15.57	\$15.73	\$16.51

**INSTRUCTIONAL AIDES
(48+ COLLEGE CREDITS)**

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$11.10	\$11.45	\$11.80
2	\$11.29	\$11.66	\$12.02
3	\$11.70	\$11.85	\$12.24
4	\$12.12	\$12.28	\$12.44
5	\$12.66	\$12.72	\$12.90
6	\$13.13	\$13.30	\$13.36
7	\$13.61	\$13.78	\$13.96
8	\$14.08	\$14.29	\$14.47
9	\$14.63	\$14.78	\$15.00
10	\$15.83	\$15.36	\$15.52
11	\$16.36	\$16.63	\$16.13
12		\$17.18	\$17.46

All off-guide Aides receive 5% above their 2003-2004 base hourly rate for 2004-2005, 5% above their 2004-2005 base hourly rate for 2005-2006, and 5% above their 2005-2006 base hourly rate for 2006-2007.

SECURITY AIDES

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$8.20	\$8.40	\$8.60
2	\$8.40	\$8.61	\$8.82
3	\$8.64	\$8.82	\$9.04
4	\$8.89	\$9.07	\$9.26
5	\$9.21	\$9.34	\$9.53
6	\$9.52	\$9.67	\$9.81
7	\$9.83	\$10.00	\$10.15
8	\$10.29	\$10.32	\$10.50
9	\$10.71	\$10.80	\$10.84
10	\$11.10	\$11.25	\$11.34
11	\$11.66	\$11.66	\$11.81
12	\$12.23	\$12.24	\$12.25

All off-guide Aides receive 5% above their 2003-2004 base hourly rate for 2004-2005, 5% above their 2004-2005 base hourly rate for 2005-2006, and 5% above their 2005-2006 base hourly rate for 2006-2007.

Security Aides are not eligible for a 48 or more college credit hourly rate differential.

MAINTENANCE – Skilled (12 Month Positions)*

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$27,642	\$28,195	\$28,759
2	\$28,608	\$29,277	\$29,858
3	\$29,576	\$30,214	\$30,813
4	\$30,494	\$31,150	\$31,768
5	\$31,564	\$32,190	\$32,829
6	\$32,464	\$33,108	\$33,765
7	\$33,364	\$34,026	\$34,702
8	\$34,264	\$34,944	\$35,638
9	\$35,164	\$35,862	\$36,575
10	\$36,064	\$36,780	\$37,511
11	\$36,964	\$36,867	\$38,619
12	\$37,864	\$38,812	\$39,761

* All off-guide Maintenance employees receive 5% above their 2003-2004 base rate for 2004-2005, 5% of their 2004-2005 base rate for 2005-2006, and 5% of their 2005-2006 base rate for 2006-2007.

GROUND (12 Month Positions)

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$18,258	\$18,623	\$18,996
2	\$18,972	\$19,351	\$19,738
3	\$19,686	\$20,080	\$20,481
4	\$20,247	\$20,652	\$21,065
5	\$20,910	\$21,328	\$21,755
6	\$21,590	\$22,022	\$22,462
7	\$22,270	\$22,715	\$23,170
8	\$22,950	\$23,409	\$23,877
9	\$23,630	\$24,103	\$24,585
10	\$24,310	\$24,796	\$25,292
11	\$24,990	\$25,526	\$26,036
12	\$25,670	\$26,240	\$26,802

* All off-guide Grounds employees receive 5% above their 2003-2004 base rate for 2004-2005, 5% of their 2004-2005 base rate for 2005-2006, and 5% of their 2005-2006 base rate for 2006-2007.

**CUSTODIAN (Must have black seal license)
(12 Month Positions)***

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$22,050	\$22,491	\$22,941
2	\$22,600	\$23,455	\$23,919
3	\$23,250	\$24,169	\$24,647
4	\$23,950	\$24,883	\$25,376
5	\$24,600	\$25,597	\$26,104
6	\$25,300	\$26,311	\$26,832
7	\$26,000	\$27,025	\$27,561
8	\$26,700	\$27,739	\$28,289
9	\$27,400	\$28,453	\$29,017
10	\$28,100	\$29,167	\$29,745
11	\$28,850	\$29,505	\$30,625
12	\$29,600	\$30,293	\$30,980

* All off-guide Custodians/Painters receive 5% above their 2003-2004 base rate for 2004-2005, 5% of their 2004-2005 base rate for 2005-2006, and 5% of their 2005-2006 base rate for 2006-2007.

HOUSEKEEPER (12 Month Positions)*

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$17,748	\$18,103	\$18,465
2	\$18,360	\$18,727	\$19,102
3	\$18,972	\$19,351	\$19,738
4	\$19,635	\$20,028	\$20,428
5	\$20,247	\$20,652	\$21,065
6	\$20,859	\$21,276	\$21,702
7	\$21,471	\$21,900	\$22,338
8	\$22,083	\$22,525	\$22,975
9	\$22,695	\$23,149	\$23,612
10	\$23,307	\$23,773	\$24,249
11	\$23,919	\$24,472	\$24,962
12	\$24,531	\$25,115	\$25,696

* All off-guide Housekeepers receive 5% above their 2003-2004 base rate for 2004-2005, 5% above their 2004-2005 base rate for 2005-2006, and 5% above their 2005-2006 base rate for 2006-2007.