

**AGREEMENT**

**BETWEEN THE**

**GLOUCESTER COUNTY SPECIAL SERVICES  
SCHOOL DISTRICT  
EMPLOYEES' ASSOCIATION**

**AND THE**

**GLOUCESTER COUNTY SPECIAL SERVICES  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2002 THROUGH JUNE 30, 2005**

March

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**ARTICLE 1**  
**RECOGNITION**

Board hereby recognizes the Association as the bargaining representative for all regularly employed professional and nonprofessional personnel under 10, 11, or 12 month contract working at least two (2) days per week or on approved leave, including but not limited to librarians, guidance counselors, nurses, social workers, speech-language specialists, L.D.T.C. specialists, psychologists, and teacher assistants including tutors, contractors, support staff, administrators, supervisors, managers, confidential employees, consultants, occupational therapists, and part-time employees who are not regularly employed.

Unless otherwise indicated, the term "employee(s)," when used herein, shall refer to members of the unit. References to male employees include female employees and vice versa.

**Classroom Assistants**

**Included**

All regularly employed full and part-time classroom assistants including certified occupational therapy assistants, classroom assistants in alternative education, classroom assistants-special education and specialized program assistants, and one-on-one classroom assistants employed by the Gloucester County Special Services School District.

**Excluded**

Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees and all other employees of the Gloucester County Special Services School District.

**ARTICLE 2**  
**NEGOTIATION PROCEDURE**

parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 197...  
in effort to reach agreement on all matters concerning all bargainable issues. It is agreed that the Association will make reasonable...  
present its proposals to the Board of Education on or about November 1 of the year immediately preceding the expiration of the current...  
negotiations may begin at this time. Any agreement negotiated shall be reduced to writing and signed by the Board and the Association...  
Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of the...  
Agreement.

Association agrees that it will be responsible for distribution of copies of this Agreement to the unit members.

### **ARTICLE 3**

#### **BOARD RIGHTS AND RESPONSIBILITIES**

Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred...  
ed in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States...  
exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regul...  
ctices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific a...  
ns of this Agreement.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under the Sch...  
w Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

In recognition of the unique and diverse services provided by the Board and its employees, it is understood that, from time to time, the...  
d it necessary to institute special policies and programs to address concerns which are not equally applicable to all unit members

understood that the Board shall retain its ability and discretion to address areas of unique need and concern by instituting special programs. The Board agrees to provide notice to the Association prior to instituting any such special policy or program and to consider the Association's input with respect to the proposed policy or program. It is understood that this provision shall not be interpreted to affect the present benefit in effect for all unit members, and that policies and programs will be in agreement with the negotiated contract. Identical programs or policies may be modified or discontinued at the discretion of the Board.

#### **ARTICLE 4**

### **EMPLOYEE RIGHTS AND PRIVILEGES**

Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that personnel shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, and to participate in said activities.

The Board and the Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of the rights conferred by N.J.S.A. 34:18A-1, et seq., or by the Constitutions of New Jersey and the United States. The Board and the Association agree that they shall not discriminate against any employee by reason of his/her membership or nonmembership in the Association or its affiliates, his/her participation or nonparticipation in any activities of the Association and its affiliates, collective negotiations with the Association, or the institution of any grievance under this Agreement.

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

on request, an employee shall be entitled to have an association representative present at an investigatory interview with an administrator or supervisor which he/she reasonably believes might result in disciplinary action. This right shall not extend to post-observation conferences.

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

Any employee shall be disciplined without just cause.

Employees, supervisors, administrators, and Board members shall conduct themselves in a professional manner in their dealings with each other in the performance of their respective duties, responsibilities, and obligations.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

On advance request, the Association and its representatives will be given permission to use district buildings at reasonable hours for meetings. The Superintendent shall be notified at least two (2) days prior to the meeting, except in cases of emergency, of the time and place of such meetings. His approval shall not be unreasonably withheld.

Any additional cost beyond normal operational costs incurred in keeping a facility open or available for Association use shall be borne by the Association.

In its discretion, the Board may allow Association use of other facilities and equipment from time to time. It is expressly understood that the Board has no obligation to do so and that the cost of any supplies shall be borne by the Association.

The Association will have the use of a secured file cabinet stored at the GCSSSD administration building in Sewell.

The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary for the Association, consistent with U.S. Postal regulations.



Association shall have the right, with administrative approval, to use school facilities and on-site equipment including teaching staff, typewriters, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. An Association representative in each building shall secure permission from the administrator in charge if he/she is available in the building. Otherwise such administrator shall be advised as soon as reasonably possible.

The Board shall permit the Association President to visit (after school hours) the schools, to investigate working conditions, employee concerns, or for any other purpose relating to the terms and conditions of this Agreement. The Association President will notify the principal prior to any site visit.

## **ARTICLE 6**

### **MAINTENANCE OF WORK OPERATIONS**

The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its name, authorize, nor support, nor will it authorize nor condone any unit member taking part in any strike (i.e., the concerted failure to report to work or willful absence of any unit member from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful performance of a unit member's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Association. The Association agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slow-down, walk-out, or job action during the term of this Agreement, it is covenanted and agreed that participation in such activity by a unit member may be deemed grounds for imposition of appropriate disciplinary action against such unit member.

The Association agrees that it will make reasonable efforts to prevent unit members from participating in any strike, work stoppage, slowdown, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees of the Board during the term of this Agreement.

ing contained in this Agreement shall be construed to limit or to restrict the Association or the Board in its right to seek and obtain such relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

#### **Definitions**

A "grievance" shall mean a complaint by an employee and/or the Association that there has been to him/her a personal loss or inconvenience because of a violation, misinterpretation, or inequitable application of an established Board policy governing employment, a provision of this Agreement or an administrative decision affecting the terms and conditions of employment, except that "grievance," subject to the provisions of paragraph F-8 below, shall not apply to:

- a. any matter for which a method of review is prescribed by law;
- b. any rule or regulation of the State Board of Education;
- c. any matter which, according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone;
- d. a complaint of a nontenured employee which arises by reason of his/her not being reemployed; or
- e. a complaint by certificated personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required unless the decision was made for disciplinary reasons.

A grievance to be considered under this procedure must be initiated by the employee or the association promptly and expeditiously within twenty (20) school days of its occurrence.

A "grievant" is the unit or a unit member who files a grievance.

"Day" means school day, unless otherwise indicated. Saturdays, Sundays, and state mandated legal holidays are excluded as time from the time limit.

"Representative" is a person or agent designated to represent either party in the grievance procedure.

“Party in interest” is a person, agent, or agency with an interest in the grievance.

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The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding grievances affecting the terms and conditions of employment, as defined above in paragraph A-1. Both parties to these proceedings will be kept as informal and confidential as possible at any level of the procedure.

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**Time Limit** - The number of days indicated at each level should be considered as a maximum and every effort should be made to complete the process. The time limits specified may, however, be extended by mutual agreement.

**Year End Grievances** - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this procedure by the end of the school year, the grievance procedure shall be continued to the first day of the following school year. By mutual agreement, however, the parties may continue the processing of a grievance beyond the end of the school year under such terms as shall be agreed upon.

#### **Specified Time Limits**

- a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance in favor of the Board.
- b. The Board shall respond in writing within the specified time limit.

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**Level 1** - Principal or Immediate Supervisor - A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence. An employee or Association with a grievance shall first submit the grievance in writing to her principal or immediate supervisor. The grievant may submit the grievance directly or through the Association's representative. The grievance must be on the proper form and shall include the following information:

- a. The nature of the grievance.
- b. The specific section of the contract, Board policy, or an administrative decision that has been violated or is in issue.
- c. The results of previous discussions, if any were held.
- d. If the grievance is processed above Level 1, the grievant should note his or her dissatisfaction with the decision previously rendered. The principal or supervisor shall communicate his or her decision to the grievant in writing within five (5) school days of the written grievance.

Level 2 - Assistant Superintendent - The grievant may appeal the principal's or supervisor's decision to the Assistant Superintendent or Director within five (5) school days of the denial of the grievance. The appeal to the Assistant Superintendent or Director must be in writing and it must note the matters submitted to the principal or supervisor as specified above and the grievant's dissatisfaction with the decision previously rendered. The Assistant Superintendent or Director shall attempt to resolve the matter as quickly as possible and, in any case, within five (5) school days after receipt of the appeal. The Assistant Superintendent or Director shall communicate his/her decision in writing to the grievant and the Association.

Level 3 - Superintendent - The grievant may appeal the Assistant Superintendent's decision to the Superintendent within five (5) school days of the denial of the grievance. The appeal to the Superintendent must also be in writing and it must note the matters submitted to the Assistant Superintendent as specified above and the grievant's dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and, in any case, within ten (10) school days after receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the grievant and the Association.

Level 4 - Board - If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the Association may appeal the grievance be forwarded on appeal to the Board within ten (10) school days of the denial of the grievance. This request must be submitted in writing to the Superintendent, who shall attach all related papers and forward the request to the Board. The Board committee thereof, shall review the grievance and may, by mutual agreement of both parties, hold a hearing with the grievant.

shall render its decision in writing within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing by the grievant, whichever comes later. The decision of the Board shall be final and binding unless the Association files a request for advisory arbitration within fifteen (15) school days from the date of the issuance of the Board's written decision.

#### Level 5 - Advisory Arbitration

- a. Only the Association may request the appointment of an advisory arbitrator. The request shall be filed by the Association with the Superintendent and the Public Employment Relations Commission within fifteen (15) school days from the date of the Board's written decision.
- b. The advisory arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission.

#### Limitations

- a. The advisory arbitrator shall limit the hearing to the issue submitted to him or her and shall consider no other material issues. He/She shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims or issues not expressed in the expressed written agreement of the parties.
- b. Arbitration proceedings shall be conducted at mutually agreed upon times.
- c. The advisory arbitrator shall have the authority to issue an advisory award and can add nothing to, nor subtract anything from, the Agreement between the parties.
- d. The hearing will entertain evidence, testimony, and arguments only on those matters that are specifically considered under this contract as defined in paragraph A-1 of this Article.
- e. The hearing will be conducted in accordance with the rules set forth herein and consistent with due process.
- f. The advisory arbitrator shall first rule on the timeliness of the grievance and admissibility of the grievance to the arbitration process, if so requested by either party.

g. The advisory arbitrator shall issue his/her advisory recommendation within twenty (20) days of the close of the hearing. The Board shall have no power to make an advisory award inconsistent with law or the provisions of this Agreement. The Board may accept or reject the award, in whole or in part.

Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

#### General Provisions

Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.

No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

The filing or pendency of any grievance shall not impede the normal management and continuing operation of the educational institution.

Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.

All records of grievance processing shall be filed separately.

Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms if they are required.

Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this procedure.

To the extent that any superseding state statute mandates the use of the grievance procedure and binding arbitration in a particular case, then, upon demand with proper notice, such arbitration may be substituted for advisory arbitration at Level 4, subject to all other conditions and limitations set forth herein in this Agreement.

**ARTICLE 8**

**EMPLOYEE FACILITIES**

Board will continue in its efforts to keep the school facility properly equipped and maintained to provide for a safe and healthy environment. The Association shall have the opportunity to make recommendations as to the acquisition and maintenance of equipment and facilities through a liaison committee.

**ARTICLE 9**

**ASSOCIATION/ADMINISTRATION LIAISON**

Association president and other appropriate Association representatives shall meet with the Superintendent four (4) times per year or more often as mutually agreed. The dates and times for such meetings shall be mutually determined.

**ARTICLE 10**

**PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY**

Board agrees to abide by all statutes in Title 18A of the New Jersey Statutes Annotated and regulations issued pursuant thereto, including the New Jersey Administrative Code.

Every employee shall immediately report any case of assault or battery upon his/her person arising out of, or in connection with, his/her duties. All such incidents shall be immediately reported to the supervisor.

Board shall reimburse an employee for damage or destruction to his/her clothing or personal effects on a person (to a maximum of \$500) sustained as a result of an unprovoked assault upon the employee while the employee is acting within the course of his/her employment. Reimbursement shall be with the prior written approval of the Superintendent upon submission by the employee of a written report detailing the incident.



ult and the property loss involved. Verification of the value of the items may be required. Reimbursement will not be allowed where available through insurance or other sources.

## **ARTICLE 11**

### **TUITION REIMBURSEMENT**

district shall provide the resources to obtain a minimum of fifteen (15) state approved continuing education hours yearly as part of professional development commitment to the faculty.

Each member of the bargaining unit shall be eligible for tuition reimbursement subject to the following conditions:

Prior to taking the course, the employee shall submit a copy of the course description and any other information necessary for the Superintendent's consideration and written approval. Approval of courses shall be at the discretion of the Superintendent. The Superintendent will consider, among other factors, the needs of the district, the employees' area of certification, and the relation of the course to the field of education.

The applicant must achieve a minimum grade of C or better in order to be reimbursed.

Employees shall be granted full tuition reimbursement not to exceed the cost of six (6) graduate credits at Rowan University per year from a pool of money set at \$100,000 on the 2002-2003 contract year. This base amount shall increase 10% in 2003-2004 to \$110,000, 10% in 2004-2005 to \$121,000. In the event that the demand for reimbursement exceeds the amount of money in the account, reimbursement will be based on the time and date that a completed package is presented for payment to the Human Resources Director.

The district will provide an interim report to the President of the Association on the status of the tuition account following the next board meeting.

Reimbursement to part-time professionals shall be prorated based upon the percentage of time worked times the maximum dollar amount allowable.

## **ARTICLE 12**

### **EMPLOYEE ASSIGNMENT/MILEAGE**

#### **Employees**

Assignments shall be made at the discretion of the Board and within the area of employee competency and appropriate licensure.

#### **Classroom Assistants**

Each school shall have the following facilities:

- a. A work area containing adequate equipment and supplies to aid in the performance of employee's responsibilities.
- b. Each classroom shall contain a student cart, serviceable chair, and file drawer for the exclusive use of classroom assistants, if these accommodations are within state facility guidelines for space.

#### **Employee Mileage**

Employees who are required to use their personal automobiles in the performance of their duties shall be reimbursed for authorized and properly documented travel at the rate set by the Gloucester County Board of Chosen Freeholders for Gloucester County employees.

Employees seeking reimbursement of mileage costs or other expenses shall submit appropriate documentation on forms required by the Board. Reimbursement may be requested when the amount of reimbursement is fifty dollars (\$50.00) or more or may be requested on December 1, March 1, and June 20.

## **ARTICLE 13**

### **HOURS AND WORKLOAD**

#### **TEACHERS**

The Association and the Board recognize the unique manner in which educational services are provided to students in the district. Both parties agree to work with each other in effecting the efficient and appropriate delivery of educational services.

Nothing contained herein prohibits or limits the right of the Board to assign the extra duties normally associated with the teaching profession. Attendance at staff meetings before or after regular teaching hours is mandatory and recognized in the final salary compensation, and participation in parent meetings and similar school activities is also part of an employee's professional responsibilities. Reasonable efforts will be made to notify staff at least forty-eight (48) hours in advance, except in emergencies. Professionals shall be eligible for a minimal, continuous, daily 30-minute preparation period or 150 minutes cumulative weekly preparation. If a preparation period is not available, the professional shall be compensated through a proration of his/her regular salary.

The work day shall not exceed seven (7) hours. Each employee shall be entitled to a thirty (30) minute, duty-free lunch period. The workday may be extended as needed for faculty meetings. Reasonable efforts will be made not to exceed twelve (12) staff meetings per year. Every effort will be made to limit faculty meetings to 30 minutes.

Professionals may be absent from the building during their scheduled duty-free lunch periods, provided they notify the Board of their departure and return.

When an emergency requires monitoring of students after regular work hours, the employee shall be compensated at the same compensation rate or shall be offered compensatory time.

## **CLASSROOM ASSISTANTS**

### Daily Work Hours

The workday for classroom assistants shall be seven (7) hours, including a duty-free lunch period of the same length as the employee, for whom the classroom assistant is assigned.

### Holiday Schedule

The holiday schedule shall include the school calendar, Labor Day, and the days when schools are closed because of weather.

### Overtime

Defined as hours actually worked in excess of forty (40) hours per week in accordance with the Fair Labor Standards Act.

When an emergency requires classroom assistants monitoring of students after regular work hours, the employee shall be compensated at the additional compensation rate or shall be offered compensatory time.

**ARTICLE 14**

**VOLUNTARY AND INVOLUNTARY TRANSFERS  
AND REASSIGNMENTS**

accordance with the decisions of the courts and the statutes of New Jersey, it is the exclusive province of the Board of Education to determine all matters related to voluntary and involuntary transfers and reassignments. Nondisciplinary transfers and reassignment decisions of the Board of Education shall be final and binding and not subject to the grievance procedure of this Agreement.

Vacancies will be posted on the Central Office bulletin board for a period of ten (10) days. This period may be shortened for administrative necessity. A copy of such posting notice shall be sent to the Association. Any employee may apply for a vacancy. The reassignment will be made at the discretion of the Superintendent and the Board.

Transfers and changes of assignments shall be on a voluntary basis, if possible. In making involuntary assignments and transfers, the wishes of the individual employee will be considered to the extent that these considerations do not conflict with the requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, consideration should be the employee's certification, length of service in the district, and extracurricular involvement, along with the needs of the district, in determining which employee is to be transferred or reassigned.

Notice of an involuntary transfer or reassignment shall be given to employees two calendar weeks of the effective date.

In the event that an employee objects to the transfer or reassignment, the Superintendent or his/her designee shall, upon the employee's request, schedule a meeting to discuss the transfer or reassignment.

Failure to adhere to the procedures herein shall not be sufficient reason or cause to cancel or otherwise disturb a personnel action.

## **ARTICLE 15**

### **EVALUATION AND PERSONNEL RECORDS**

#### **TEACHERS**

Employee observations and evaluations shall be carried out in accordance with all applicable statutory and administrative requirements as more particularly set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code.

#### **Personnel Files**

1. Evaluation reports filed in the employee's personnel file shall be signed by both the evaluator and the employee.
2. An employee shall have the right to review the material in his/her personnel file at least once every year. Inspection appointments will be scheduled upon receipt of a written or telephone request from the employee.
3. An employee will be afforded the opportunity to review material derogatory to an employee's conduct, service, character, or personality which has been, or will be, placed in the personnel file. The employee will sign the file copy with the understanding that such signature in no way indicates agreement with the contents thereof. An employee shall also have the right to submit a written response to such material which shall be included in the personnel file.
4. Employees shall have the right to indicate those documents and/or materials in their files which they believe to be otherwise inappropriate to retain. Said documents may be removed at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure.

#### **CLASSROOM ASSISTANTS**

#### **Frequency**

All assistants shall be evaluated by their immediate superiors at least one (1) time in each year to be followed in each instance by an evaluation report which may include a conference between an employee and his/her immediate superior for the purpose of identifying deficiencies, extending assistance for his/her correction.

## **ARTICLE 16**

### **TEMPORARY LEAVES OF ABSENCE**

employees may be granted temporary leaves without loss of pay provided that they comply with the regulations below:

#### **Bereavement Leave**

- a. An allowance of up to five (5) consecutive days including the date of the funeral service will be granted for death in the immediate family. If there is no funeral service, an allowance of up to five (5) consecutive days from the date of death will be granted for death in the immediate family. In computing the five (5) days, Saturdays, Sundays, and holidays will be excluded. The immediate family is defined as: father, mother, spouse, child, brother, sister, mother/father-in-law, grandparent, or partner of long standing.
- b. An allowance of up to three (3) consecutive days including the date of the funeral service will be granted for the following family members: son/daughter-in-law, brother/sister-in-law, or grandchild.
- c. An allowance of one (1) day shall be granted to attend the funeral service of the following family members: aunt, uncle, nephew, cousin, or any person who is legally domiciled in the immediate household.
- d. The Superintendent, in his/her sole discretion, may grant additional bereavement leave in exceptional circumstances.

#### **Personal Leave**

- a. A full-time employee may request up to three (3) days personal leave per year.
- b. Personal leave may be requested for personal business or legal matters which cannot be completed other than during working hours. Verification of the reason for the personal day may be required at the discretion of the Superintendent.

- c. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has the approval of the Superintendent or his/her designee and the employee has completed the required form issued by the Superintendent.
- d. The following regulations shall apply to the granting of personal days:
  - (1) Any unused personal days shall accumulate in a separate account for use as additional sick days upon the exhaustion of other sick leave benefits. These days are reimbursable as accumulated sick leave upon retirement.
  - (2) The request for personal leave shall be submitted to the supervisor on the proper form at least three (3) days prior to commencement of the leave, except in cases of emergency.
  - (3) Any absence which is for a purpose not enumerated above and not covered by sick leave shall result in the deduction of (1) day's pay for each day of absence.

## **ARTICLE 17**

### **EXTENDED LEAVES OF ABSENCE**

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

Requests for leave shall be in writing.

Eligibility shall be based on a minimum of twelve (12) months of continuous employment in the district.

All extended leaves shall be limited to a maximum of one (1) school year or, in the case of nontenured employees, to the end of the contract term. Further extensions, if any, shall be at the sole discretion of the Board after application by the affected employee.

In order to be eligible to receive a salary increment, an employee must actively work at least 50% of the school days in a school year.

“Actively work” means that the employee is physically present and performing his/her duties. For purposes of this requirement, sick leave and other benefit days are not counted as days worked.



Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment.

Notice of intention to either return to employment or to resign shall be given to the Superintendent on or before March 1 of the year in which the leave expires.

Reemployment during the school year shall be at the sole discretion of the Board. Extended leaves of absence are normally granted through the end of a program year. Employees may also request to return at mid-year. In approving an appropriate return date, the Board will take into consideration the desires of the employee and the need to maintain educational continuity. The Board's judgment regarding the maintenance of educational continuity shall not be subject to review.

In cases of disability, including pregnancy, employees may use current and accumulated sick leave as well as "banked" annual and personal leave.

The following types of extended leaves of absence are available:

Military Leave

- a. Military leave without pay shall be granted in accordance with all applicable statutory requirements.

Disability Leave (Including Pregnancy Leave)

- a. In cases of anticipated disability, an employee shall notify his/her supervisor of the anticipated disability as soon as the employee is under medical supervision for the condition. In case of pregnancy, the employee shall notify her supervisor at least five business days prior to the anticipated due date. The employee shall present to the supervisor a written statement from the employee's physician as to the anticipated date of disability, or the due date, in case of pregnancy. The physician's statement shall include a description of any limitation as to the employee's physical ability to perform assigned duties.
- b. The Board, in its discretion, may require a review and examination of the employee's condition by a Board-selected physician to determine the employee's fitness to continue in employment. The employee may also secure an examination by his/her own physician.

case of disagreement as to the employee's fitness, the decision of an independent health officer, mutually agreed upon by the employee and the Board, shall be conclusive. Costs of the health examination shall be shared equally by the employee and the Board. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of this Agreement. If, as a result of such examination, the employee is found to be fit to perform assigned duties, the Board shall be made to return the employee to previously held duties, at the same location, regardless of the time in the calendar year.

c. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to sick leave and insurance benefits during the period of actual disability, according to the negotiated Agreement and the terms of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.

#### Miscellaneous Leave

- a. Upon application, the Board, in its sole discretion, may grant such additional leave as it deems appropriate.

#### Leave Under the Family Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) is available to eligible employees pursuant to the Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be taken in accordance with all statutory requirements and procedures.
- b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a twenty-four (24) month period. The twenty-four (24) month period commences with the beginning of the leave.
- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum twelve (12) week duration under the Act, the employee's health insurance coverage as if the employee had continued in active employment.

- d. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave. An employee may return to work prior to the prearranged expiration of the family leave period only at the discretion of the Board.
- e. An employee desiring to take leave in excess of the maximum twelve (12) weeks allowable under the Family Leave Act must submit a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board.
- f. Family leave will not be taken concurrently with paid sick leave.
  - (1) Leave for Child Rearing Purposes
    - (a) Requests for child rearing leave shall be submitted at least sixty (60) days prior to the anticipated commencement of the leave. The leave request must include the starting and ending dates of the leave or the employee must request that the leave begin immediately upon the conclusion of the disability period due to pregnancy.
    - (b) Leave for child rearing purposes under the Family Leave Act must start within one (1) year of the birth of the child.
  - (2) Leave to Care for Family Member with Serious Health Condition
    - (a) An employee requesting family leave in order to care for a family member (as defined by the Act) who has a serious health condition shall provide at least fifteen (15) days prior notice to the commencement of the leave, except in emergent circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date.

### Sabbatical Leave

The Board of Education, in seeking to enhance the general welfare and competency of the professional staff, and to stimulate enrichment of the educational environment, shall grant sabbatical leave to full-time professional employees, not to exceed two (2) in any one (1) year, in accordance with the following provisions:

- a. Eligible professional staff members shall have served a minimum of seven (7) consecutive years in the GCSSSD immediately prior to the year of requested leave.
- b. Such leave shall be restricted to post baccalaureate and shall be granted for a period of up to one (1) full contractual year. The sabbatical program must be related to the staff member's teaching or professional certification and assignment.
- c. Sabbatical leave shall be limited to two (2) professional staff members per contractual year.
- d. Sabbatical leave shall be without pay, and the professional staff member shall be entitled to health benefits as listed in the contract.
- e. Requests for sabbatical leave shall be submitted to the Superintendent five (5) months in advance of the effective date (no later than March 31). The request shall include a detailed outline of the applicant's proposed program for the sabbatical period. The Superintendent shall be notified of the disposition of his/her request within two (2) months following submission.
- f. Following such leave, every effort shall be made to reassign the recipient to a position and duties essentially comparable to those which he or she was engaged.
- g. Credit for salary guide purposes shall be granted for the sabbatical period.

## **ARTICLE 18**

### **SICK LEAVE**

Employees are entitled to ten (10) days sick leave per year without loss of pay. Sick leave should be taken only in cases of illness which would interfere with the successful completion of responsibilities. The Superintendent has the discretion to require the submission of a medical certificate in appropriate situations.

Unused sick leave shall accumulate from year to year. Upon regular retirement, as defined under applicable pension regulations, the employee shall be reimbursed, up to a maximum of 100 days, at \$50.00 per diem rate for each unused sick day for the term of this contract. Contractual substitutes will be compensated at a \$37.50 per diem rate for each unused sick day for the term of this contract. Unused personal days shall be treated as unused sick days under this article.

Employees shall notify the Human Resources office and their assigned schools of absence due to illness by 6:00 a.m., whenever possible. Upon termination of employment, an employee may request a certificate indicating the employee's number of accumulated sick days at the time of termination.

Employees released due to a reduction in force and reemployed within the next school year shall be entitled to reinstatement of past accumulated sick leave. Employees leaving the Board's employ for any other reason and who are thereafter reemployed by the Board may request reinstatement of past accumulated sick leave. The Board, in its discretion, may grant or deny the request, in whole or in part.

Employees shall be given a written accounting of accumulated unused sick leave and of "banked" personal days at the start of the new school year.

## **ARTICLE 19**

### **WORK YEAR**

Employees covered by this Agreement shall work in accordance with the school calendar to be published by the Board each year. The work year shall not exceed 186 days, exclusive of an additional day for new employees.

New employees may be required to report for one (1) additional day that will be utilized for purposes of orientation.

The Teachers Association may submit a letter to the Superintendent containing recommendations for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.

Employees may apply for up to two (2) professional development days which may be granted at the discretion of the Superintendent and the Board, upon the recommendation of the individual supervisor.

## **ARTICLE 20**

### **EMPLOYMENT**

#### **TEACHERS**

In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as an employee in this school district, his or her placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board.

Credit for military service shall be granted as required by N.J.S.A. 18A:29-11.

Employees are notified of their contract status for the following year by April 30. This date is subject to modification by rule or

## **CLASSROOM ASSISTANTS**

### **Placement of Salary Schedule**

1. Any employee initially employed during the course of any school year shall be given full credit for one (1) year of service on the next increment step for the following year.

### **Dismissal**

A terminated employee shall receive fourteen (14) calendar days notice.

### **Resignation**

Any employee who is resigning from his/her position shall give fourteen (14) calendar days notice.

### **District Postings**

The Superintendent or designee shall deliver to the Association and post in all school buildings the list of known vacancies and positions as soon as such vacancies/positions are known. Such positions shall be where all notices to employees are usually posted.

Nothing herein precludes temporary interim appointments.

### **Reduction in Rank or Job Classification**

Any reduction in classification or salary, regardless of compensation or the issuance of a reprimand, may be subject to the grievance procedure; however, in matters of suspension or dismissal of an employee, the grievant may appeal only to the Commissioner of Education if dissatisfied with the response of the Board. Nonrenewal shall not be considered a dismissal within the meaning of this part.

## **ARTICLE 21**

### **SALARIES**

Employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments, payable on the 15th and 30th of each month.

Subject to administrative feasibility, an employee may authorize periodic salary deductions in accordance with law.

When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous workday.

Each staff member shall receive his/her final check, following completion of all duties and obligations relating to the closing of the school year.

Not later than the last day of the school district calendar or June 15, whichever is earlier.

Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year. No retroactive increases shall be made.

d. To qualify for a salary adjustment, the employee must meet the following requirements:

Courses shall have been given at an accredited institution as approved by the State Department of Education.

Courses shall be those offered for the attainment of a graduate degree or those specialized courses directly related to the employee's position as approved by the Superintendent.

Successful completion of the course of study shall be designated by a degree or certification by the institution.

To effect a salary adjustment on September 1 or February 1, a professional must notify the Superintendent's office 30 days prior to the adjustment that requirements will be met.

The professional must submit written evidence of having met the above requirements, including transcript records. The records must be submitted before September 1 to be eligible for a salary adjustment in the fall semester and before February 1 to be eligible for a salary adjustment in the spring semester.

February 1 to be eligible for a salary adjustment in the spring semester.

Salaries of all staff members covered by this Agreement are set forth in the salary schedules which are attached hereto and made a part of this Agreement.

Employees who perform regular instructional duties during the summer months shall be compensated on a per diem basis and have all the same privileges under contract.

Compensation for all summer assignments will be prorated on an hourly basis from the regular salary.

employees shall receive longevity payments for years of service in the district as follows: teachers with 20 years or more of service to the district shall receive longevity pay of \$750 annually; teacher assistants with 15 years or more of service to the district shall receive longevity pay of \$500 annually.

## **ARTICLE 22**

### **PROVISIONS APPLICABLE TO NONTENURED EMPLOYEES**

In the extent required by law, nontenured employees who receive notice of nonrenewal shall have as their exclusive means of appeal the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6:3-1.20. No further right of appeal shall be available under this Agreement.

## **ARTICLE 23**

### **INSURANCE PROTECTION**

The following benefits will be provided:

#### **Medical Insurance**

- a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 2002-2003, 2003-2004, and 2004-2005 year for maintaining appropriate coverage (i.e., single, husband-wife, parent-child or family) under approved medical insurance plans with benefits equal to or better than those provided by the New Jersey State Health Benefits Program.

#### **Prescription Insurance**

- a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 2002-2003, 2003-2004, and 2004-2005 school years for maintaining appropriate coverage (i.e., single, husband-wife, parent-child, or family) under the current prescription program. The co-pay for prescriptions shall be \$15.00 (brand) and \$10.00 (generic) for the 2002-2003 school year, \$17.00 (brand) and \$12.00 (generic) for the 2003-2004 school year, and \$20.00 (brand) and \$15.00 (generic) for the 2004-2005 school year.

#### **Dental Insurance**



- a. For the duration of this Agreement, the Board will pay an amount equal to the premium cost in effect during the 2002-2004, and 2004-2005 school years for maintaining employee-only coverage under the current dental program.

Optical Benefit

- a. For the duration of this Agreement, the Board will reimburse up to \$150.00 per year towards the cost of eye examination and prescription corrective lenses for the employee.

Board has the right to change insurance carriers or plans as long as substantially similar benefits are provided. The Board has the right to implement mandatory second opinion and other cost containment measures.

**ARTICLE 24**

**BENEFIT ELIGIBILITY**

For the purposes of benefit eligibility under this Agreement, and except where a greater number of hours are required by insurance carrier, a full-time employee is defined as a regularly employed employee under contract scheduled to work a minimum of twenty (20) hours per week.

**ARTICLE 25**

**FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with the other on such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either, or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 26**

**SEVERABILITY**

If any provision of this Agreement is held to be contrary to law, then such provision will not be deemed valid, except to the extent allowed by law. All other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 27**

**DURATION**

terms of this Agreement shall be effective July 1, 2002 through June 30, 2005.

DATE

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ASSOCIATION  
PRESIDENT

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BUSINESS  
ADMINISTRATOR/  
BOARD SECRETARY

oved - 3/19/03

F:\Negotiations\2002-2005\Agreement-2002-2005

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
**2002-03 TEACHERS' SALARY GUIDE**

STEP	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30
1	33,190	33,890	34,590	35,290	35,990	36,732
2	33,840	34,540	35,240	35,940	36,640	37,382
3	34,440	35,140	35,840	36,540	37,240	37,982
4	34,990	35,690	36,440	37,140	37,740	38,482
5	35,740	36,440	37,040	37,740	38,540	39,282
6	36,740	37,440	37,840	38,540	39,540	40,282
7	37,540	38,240	38,890	39,590	40,290	41,032
8	38,420	39,120	39,820	40,520	41,220	41,962
9	39,420	40,120	40,820	41,520	42,220	42,962
10	40,520	41,220	41,920	42,620	43,320	44,062
11	41,620	42,320	43,020	43,720	44,420	45,162
12	42,720	43,420	44,120	44,820	45,520	46,262
13	43,820	44,520	45,220	45,920	46,620	47,362
14	44,920	45,620	46,320	47,020	47,720	48,462
15	46,120	46,820	47,520	48,220	48,920	49,662
16	47,320	48,020	48,720	49,420	50,120	50,862
17	48,770	49,470	50,270	50,970	51,670	52,412
18	50,670	51,370	52,170	52,870	53,570	54,312
19	53,390	54,090	54,840	55,540	56,340	57,082

Board President:

Association President:

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Initials

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Date

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Initials

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Date

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
**2003-04 TEACHERS' SALARY GUIDE**

STEP	B.A.	B.A. +15	B.A. +30	M.A.	M.A. +15	M.A. +30
1	34,485	35,185	35,885	36,685	37,485	38,305
2	35,135	35,835	36,535	37,335	38,135	38,955
3	35,785	36,485	37,185	37,985	38,785	39,605
4	36,435	37,135	37,835	38,635	39,435	40,255
5	37,085	37,785	38,485	39,285	40,085	40,905
6	37,835	38,535	39,235	40,035	40,835	41,655
7	38,835	39,535	40,235	41,035	41,835	42,655
8	39,495	40,195	40,895	41,695	42,495	43,315
9	40,545	41,245	41,945	42,745	43,545	44,365
10	41,595	42,295	42,995	43,795	44,595	45,415
11	42,695	43,395	44,095	44,895	45,695	46,515
12	43,845	44,545	45,245	46,045	46,845	47,665
13	44,995	45,695	46,395	47,195	47,995	48,815
14	46,095	46,795	47,495	48,295	49,095	49,915
15	47,245	47,945	48,645	49,445	50,245	51,065
16	48,195	48,895	49,595	50,395	51,195	52,015
17	49,695	50,395	51,095	51,895	52,695	53,515
18	51,095	51,795	52,495	53,295	54,095	54,915
19	54,135	54,835	55,535	56,335	57,135	57,955

Board President:

Association President:

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Initials

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Date

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Initials

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Date

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
**2004-05 TEACHERS' SALARY GUIDE**

<b>STEP</b>	<b>B.A.</b>	<b>B.A. +15</b>	<b>B.A. +30</b>	<b>M.A.</b>	<b>M.A. +15</b>	<b>M.A. +30</b>
1	36,255	36,955	37,655	38,455	39,255	40,075
2	36,905	37,605	38,305	39,105	39,905	40,725
3	37,555	38,255	38,955	39,755	40,555	41,375
4	38,205	38,905	39,605	40,405	41,205	42,025
5	38,855	39,555	40,255	41,055	41,855	42,675
6	39,505	40,205	40,905	41,705	42,505	43,325
7	40,255	40,955	41,655	42,455	43,255	44,075
8	41,005	41,705	42,405	43,205	44,005	44,825
9	42,005	42,705	43,405	44,205	45,005	45,825
10	43,005	43,705	44,405	45,205	46,005	46,825
11	44,055	44,755	45,455	46,255	47,055	47,875
12	45,155	45,855	46,555	47,355	48,155	48,975
13	46,255	46,955	47,655	48,455	49,255	50,075
14	47,455	48,155	48,855	49,655	50,455	51,275
15	48,555	49,255	49,955	50,755	51,555	52,375
16	49,805	50,505	51,205	52,005	52,805	53,625
17	51,055	51,755	52,455	53,255	54,055	54,875
18	52,555	53,255	53,955	54,755	55,555	56,375
19	54,955	55,655	56,355	57,155	57,955	58,775

Board President:

Association President:

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 Date

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 Initials

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 Date

**DUCESTEEL COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
2003-04, 2004-05 CLASSROOM ASSISTANTS' SALARY GUIDES**

2002-03		2003-04		2004-05	
<b>Occupational Therapy Assistants (2 Year Program/Associates)</b>					
32,015		33,415		34,700	
32,650		33,700		35,000	
33,500		34,500		35,500	
34,365		35,300		36,500	
		36,565		38,500	
<b>Specialized Program Assistants</b>					
	<b>Associates/ 60 Credits/ Bachelors</b>		<b>Associates/ 60 Credits/ Bachelors</b>		<b>Associates/ 60 Credits/ Bachelors</b>
20,070	20,570	20,425	20,925	20,980	21,480
20,820	21,320	21,175	21,675	21,520	22,020
21,570	22,070	21,925	22,425	22,270	22,770
22,070	22,570	22,675	23,175	23,020	23,520
		23,400	23,900	24,420	24,920
<b>Classroom Assistants</b>					
	<b>Associates/ 60 Credits/ Bachelors</b>		<b>Associates/ 60 Credits/ Bachelors</b>		<b>Associates/ 60 Credits/ Bachelors</b>
11,100	11,630	11,335	11,860	11,550	12,220
11,600	12,210	11,835	12,360	12,075	12,720
12,130	12,740	12,360	12,950	12,600	13,220
12,660	13,265	12,890	13,510	13,145	13,810
13,190	13,795	13,445	14,055	13,675	14,370
13,720	14,320	13,985	14,600	14,230	14,915
14,250	14,850	14,535	15,140	14,770	15,460
14,780	15,380	15,085	15,685	15,320	16,000
15,610	16,220	15,885	16,505	16,120	16,800
<b>Classroom Assistants - Off Guide</b>					
	24,500		25,700		27,500
	23,250		24,450		26,250

Board President:

Association President:

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Initials

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Date

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Initials

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Date