

**NEGOTIATED AGREEMENT**

**between the**

**GALLOWAY TOWNSHIP BOARD OF EDUCATION**

**and the**

**GALLOWAY TOWNSHIP EDUCATION ASSOCIATION**

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**July 1, 2010 through June 30, 2013**

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**ARTICLE I**  
**RECOGNITION**

**A. Unit**

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

**B. Definition of Teacher**

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

**C. Part-Time Employees**

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

**D. Definition of Support Personnel**

1. The term “support personnel” when used hereinafter in this Agreement shall refer to secretaries, classroom assistants, educational interpreter, food service personnel, custodians and maintenance personnel employed full-time.

**E. Definition of Employee**

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

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

**A. Deadline Date**

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

**B. Modification**

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

**C. Policy Changes**

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

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

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

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. **DEFINITIONS**

1. **Grievance**

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

2. **Aggrieved Person**

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

3. **Party in Interest**

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

B. **PURPOSE**

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



C. **PROCEDURE**

1. **Time Limits**

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

2. **Year-End Grievances**

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

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

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

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

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

4. **Level Two - Superintendent**

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

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

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

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

6. **Level Four - Arbitration**

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

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

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

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

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

**D. RIGHTS OF EMPLOYEES TO REPRESENTATION**

**1. Employee and Association**

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

2. **Reprisals**

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

E. **MISCELLANEOUS**

1. **Group Grievance**

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

2. **Written Decisions**

All decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. **Separate Grievance File**

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

4. **Forms**

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

5. **Meetings and Hearings**

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

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

A. **Statutory Savings Clause**

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

B. **Just Cause Provision**

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

C. **Required Meetings or Hearings**

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

**D. Criticism of Employees**

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

**E. Exclusive Rights**

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



## ARTICLE V

### EMPLOYMENT PROCEDURES

#### A. Teacher Employment

1. A teacher upon being hired from another system shall be entitled to transfer any number of sick days previously accumulated in that system at the recommendation of the Superintendent, but final agreement of the Board of Education upon hiring.
  
2. Teachers who are required to use their own automobile in the performance of their duties outside the school district may be reimbursed based on mileage guidelines based on regulations (current rate- \$0.31 per mile) in effect on July 1 of the contract year per mile from the starting school or home, whichever may be closer. it is understood that travel expenses to district workshops, seminars, and other special meetings will not be reimbursed.
  
3. It is understood that the Superintendent of Schools be given bargaining privileges when hiring incoming teachers, commensurate with years of experience, but is contingent upon final agreement by the Board upon hiring.
  
4. No teacher shall be required to attend any school activities outside of the normal teaching hours, without adequate compensation, such compensation to be determined through negotiations between the Board and the Association.

5. Teachers employed subsequent to the ninetieth (90) students' attendance day of any school year shall receive no credit for their employment period through June 30th of that year. Employees hired on or before the ninetieth (90) students' attendance day shall receive full credit for experience for that teaching year. Should a teacher not receive the increment based upon this provision, he shall be placed on the same step at which he was employed and shall be paid in accordance with the rate of pay as specified for that step on the teachers' guide in effect for that contract period.
6. Newly hired employees will be required to attend two days of new staff orientation. Attendees will not receive additional compensation for these two days of orientation. Employees hired after new staff orientation will be required to attend identified segments of new staff orientation the following year. These employees will receive hourly compensation at the current contractual rate for staff development/participant. The orientation days will be scheduled no earlier than five days before the first day of the school year.

**B. Support Personnel Employment**

**1. Placement on Salary Schedule**

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

2. **Resignation**

- a. Any support personnel resigning from his position shall give the normal two weeks notice.
- b. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- c. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the support personnel.
- d. Support personnel discharged for cause will not be given accrued vacation for the current year.

3. **Notification of Contract and Salary**

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

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

**ARTICLE VI**  
**LEAVE POLICY**

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

1. **Death in the Immediate Family**

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered as father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, and grandparents, or any member of the immediate household.

2. **Serious Illness in the Immediate Family**

An allowance of up to three (3) days leave shall be granted. (Immediate family same as [1] above).

3. **Death of Other Relatives**

An allowance of one (1) day leave shall be granted.

4. **Personal**

An allowance of up to three (3) days leave of absence for personal, legal business, household, family matters, or religious holidays which require absence during school hours shall be granted to each employee.

5. Maternity Leave/Child Rearing Leave/Adoption Leave

a. Disability related to pregnancy shall be treated as any other physical disability.

b. The Board shall grant an unpaid Maternity Leave/Child Rearing Leave/Adoption Leave to any employee upon request subject to the following:

(1) Said leave shall not exceed eighteen (18) months;

(2) The employee shall have the option of maintaining insurances through the Board of Education's carriers at the employees expense;

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

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

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

(6) Illness in the Family

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

B. Additional personal leave days may be granted at the discretion of the Superintendent.

The Superintendent may grant additional personal leave for legal obligations or personal hardships on any working day.

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

D. **Jury Duty**

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

E. **Employee Sick Leave**

1. **Accumulative**

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

12 month employees - 14 sick days

11 month employees - 11 sick days

10 month employees - 10 sick days

2. **Notification of Accumulation**

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

3. **New Employee Sick Leave**

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

4. **Attendance Incentive**

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

F. **Sick Leave Reimbursement**

All employees upon retirement with ten (10) years of service in Galloway Township shall be paid according to the chart below. The employee shall provide notification of retirement by November 1 of the school year in which he is retiring. Payment shall be made to the employee by July 15. If an employee is deceased, said amount shall be payable to his estate. Maximum payout for 2010-2013 is \$12,000.

<b>Total days accrued by employee</b>	<b>Rate per day</b>
<b>1 – 100 days total</b>	<b>\$45.00</b>
<b>1 – 200 days total</b>	<b>\$50.00</b>
<b>1 – 201+ days total</b>	<b>\$55.00</b>

## ARTICLE VII

### SABBATICAL LEAVE

- A. The Board of Education upon recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified instructional employees for the purpose of study and for such other purposes as may be approved by the Board of Education.
- B. Upon the recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave to a contracted instructional employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave granted shall not exceed two semesters.
- C. An instructional employee on sabbatical leave shall receive for the period of absence \$6,000 for one (1) full school year or \$3,000 for one-half (½) school year. An instructional employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment. An employee must return to work for one full year in order to receive tuition reimbursement for courses taken while on sabbatical.
- D. The number of persons given sabbatical leave in any one year shall not exceed one (1) percent (minimum of one person) of the total number of instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on (1) the estimated value of the plan to the



individual and to the school system, (2) the amount of seniority, and (3) the length of time since the last sabbatical leave.

**ARTICLE VIII**  
**TEACHERS SALARY GUIDE**  
**2010 – 2011**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	\$44,000	\$45,125	\$46,250	\$47,375	\$48,500	\$49,625	\$51,625
2	\$44,400	\$45,525	\$46,650	\$47,775	\$48,900	\$50,025	\$52,025
3	\$44,800	\$45,925	\$47,050	\$48,175	\$49,300	\$50,425	\$52,425
4	\$45,200	\$46,325	\$47,450	\$48,575	\$49,700	\$50,825	\$52,825
5	\$45,650	\$46,775	\$47,900	\$49,025	\$50,150	\$51,275	\$53,275
6	\$46,160	\$47,285	\$48,410	\$49,535	\$50,660	\$51,785	\$53,785
7	\$47,170	\$48,295	\$49,420	\$50,545	\$51,670	\$52,795	\$54,795
8	\$49,070	\$50,195	\$51,320	\$52,445	\$53,570	\$54,695	\$56,695
9	\$51,270	\$52,395	\$53,520	\$54,645	\$55,770	\$56,895	\$58,895
10	\$53,870	\$54,995	\$56,120	\$57,245	\$58,370	\$59,495	\$61,495
11	\$56,670	\$57,795	\$58,920	\$60,045	\$61,170	\$62,295	\$64,295
12	\$60,270	\$61,395	\$62,520	\$63,645	\$64,770	\$65,895	\$67,895
13	\$64,075	\$65,200	\$66,325	\$67,450	\$68,575	\$69,700	\$71,700
14	\$68,080	\$69,205	\$70,330	\$71,455	\$72,580	\$73,705	\$75,705
15	\$73,420	\$74,562	\$75,704	\$76,846	\$77,988	\$79,129	\$81,159

**TEACHERS LONGEVITY**  
**2010-2013**

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

**2011-2012**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	\$44,000	\$45,125	\$46,250	\$47,375	\$48,500	\$49,625	\$51,625
2	\$44,400	\$45,525	\$46,650	\$47,775	\$48,900	\$50,025	\$52,025
3	\$44,800	\$45,925	\$47,050	\$48,175	\$49,300	\$50,425	\$52,425
4	\$45,200	\$46,325	\$47,450	\$48,575	\$49,700	\$50,825	\$52,825
5	\$45,650	\$46,775	\$47,900	\$49,025	\$50,150	\$51,275	\$53,275
6	\$46,160	\$47,285	\$48,410	\$49,535	\$50,660	\$51,785	\$53,785
7	\$47,170	\$48,295	\$49,420	\$50,545	\$51,670	\$52,795	\$54,795
8	\$49,070	\$50,195	\$51,320	\$52,445	\$53,570	\$54,695	\$56,695
9	\$51,270	\$52,395	\$53,520	\$54,645	\$55,770	\$56,895	\$58,895
10	\$53,870	\$54,995	\$56,120	\$57,245	\$58,370	\$59,495	\$61,495
11	\$56,670	\$57,795	\$58,920	\$60,045	\$61,170	\$62,295	\$64,295
12	\$60,270	\$61,395	\$62,520	\$63,645	\$64,770	\$65,895	\$67,895
13	\$64,075	\$65,200	\$66,325	\$67,450	\$68,575	\$69,700	\$71,700
14	\$68,080	\$69,205	\$70,330	\$71,455	\$72,580	\$73,705	\$75,705
15	\$74,888	\$76,053	\$77,218	\$78,383	\$79,547	\$80,712	\$82,783

**TEACHERS LONGEVITY**

**2010-2013**

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

**2012-2013**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	44,984	46,119	47,253	48,388	49,522	50,657	52,674
2	45,184	46,319	47,453	48,588	49,722	50,857	52,874
3	45,384	46,519	47,653	48,788	49,922	51,057	53,074
4	45,584	46,719	47,853	48,988	50,122	51,257	53,274
5	46,038	47,173	48,307	49,442	50,576	51,711	53,728
6	46,552	47,687	48,821	49,956	51,091	52,225	54,242
7	47,571	48,706	49,840	50,975	52,109	53,244	55,261
8	49,487	50,622	51,756	52,891	54,025	55,160	57,177
9	51,706	52,840	53,975	55,109	56,244	57,379	59,396
10	54,328	55,462	56,597	57,732	58,866	60,001	62,018
11	57,152	58,286	59,421	60,555	61,690	62,825	64,842
12	60,782	61,917	63,051	64,186	65,321	66,455	68,472
13	64,620	65,754	66,889	68,023	69,158	70,292	72,309
14	68,659	69,793	70,928	72,062	73,197	74,331	76,348
15	75,525	76,700	77,874	79,049	80,223	81,398	83,486

**TEACHERS LONGEVITY**

**2007-2010**

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

**SUPPORT PERSONNEL SALARY GUIDE**

**SECRETARY**

**2010-2011**

<b>Level</b>		<b>10 Month</b>	<b>12 Month</b>
1		31,479	39,757
2		31,779	40,136
3		32,079	40,515
4		32,379	40,894
5		32,648	41,235
6		32,918	41,575
7		33,187	41,915
8		34,889	44,065

**2011-2012**

<b>Level</b>		<b>10 Month</b>	<b>12 Month</b>
1		31,479	39,757
2		31,779	40,136
3		32,079	40,515
4		32,379	40,894
5		32,648	41,235
6		32,918	41,575
7		33,187	41,915
8		35,586	44,947

**2012-2013**

<b>Level</b>	<b>10 Month</b>	<b>12 Month</b>
1	32,831	41,623
2	33,031	41,823
3	33,231	42,023
4	33,431	42,223
5	33,709	42,575
6	33,988	42,926
7	34,266	43,277
8	36,743	46,407

**CLASSROOM ASSISTANT**

**2010-2011**

<b>Level</b>	<b>Non/Cert</b>	<b>4 Year Degree</b>	<b>Certificate</b>
1	155.05	159.71	169.04
2	158.05	162.71	172.04
3	163.47	168.20	177.67

**2011-2012**

<b>Level</b>	<b>Non/Cert</b>	<b>4 Year Degree</b>	<b>Certificate</b>
1	155.05	159.71	169.04
2	158.05	162.71	172.04
3	166.74	171.56	181.22

**2012-2013**

<b>Level</b>	<b>Non/Cert</b>	<b>4 Year Degree</b>	<b>Certificate</b>
1	171.15	176.16	186.20
2	172.15	177.16	187.20
3	173.15	178.16	188.20

**EDUCATIONAL INTERPRETER**

<b>Level</b>	<b>Certified</b>	<b>Cert 60 credits</b>	<b>Cert BA</b>
10-11	\$193.74	\$202.21	\$211.90
11-12	\$203.74	\$212.21	\$221.90
09-10	\$213.74	\$222.21	\$231.90

**FOOD SERVICE PERSONNEL**

<b>Level</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>
1	\$15.44	\$15.44	\$15.93
2	\$15.64	\$15.64	\$16.14
3	\$15.84	\$15.84	\$16.35
4	\$16.04	\$16.04	\$16.55
5	\$16.26	\$16.26	\$16.78
6	\$16.54	\$16.54	\$17.07
7	\$16.80	\$16.80	\$17.34
8	\$17.09	\$17.09	\$17.64
9	\$17.65	\$18.00	\$18.36

**FOOD SERVICE PERSONNEL**

**Tier II**

**Hired on or After 7/01/10**

<b><u>Level</u></b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>	<b><u>2012-2013</u></b>
1	\$11.00	\$11.00	\$11.11
2	\$11.22	\$11.22	\$11.33
3	\$11.44	\$11.44	\$11.55
4	\$11.67	\$11.67	\$11.79
5	\$11.79	\$11.79	\$11.91
6	\$12.03	\$12.03	\$12.15
7	\$12.26	\$12.26	\$12.38
8	\$12.51	\$12.51	\$12.64
9	\$12.76	\$13.02	\$13.15

Substitutes moving to full or part time after 7/1/10 would be hired on Tier II. No existing Food Service Personnel shall be released in order to hire an employee at the Tier II level. Should there be a reduction of Food Service Personnel recalled employees will be returned at the tier and level at which they left. Recall will be as per Article XXII.

**MAINTENANCE PERSONNEL**

<b><u>Level</u></b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>	<b><u>2012-13</u></b>
1	\$42,169	\$42,169	\$45,609
2	\$42,469	\$42,469	\$45,809
3	\$42,769	\$42,769	\$46,009
4	\$43,069	\$43,069	\$46,209
5	\$44,020	\$44,900	\$46,409

**CUSTODIAN PERSONNEL**

<b><u>Level</u></b>	<b><u>2010-11</u></b>	<b><u>2011-12</u></b>	<b><u>2012-13</u></b>
1	\$29,010	\$29,010	\$31,527
2	\$29,310	\$29,310	\$31,727
3	\$29,610	\$29,610	\$31,927
4	\$29,910	\$29,910	\$32,127
5	\$30,663	\$31,276	\$32,327



**LONGEVITY FOR SUPPORT PERSONNEL**

**2010-2013**

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

**SECRETARIAL CERTIFICATES**

**2010-2013**

First Certificate	\$733.00 per year
Second Certificate	907.00 per year
Third Certificate	1258.00 per year

**CUSTODIAN/MAINTENANCE**

**2010-2013**

Black Seal License	\$375.00
EPA Certification	\$300.00

During the 2011-2012 school year the new pay schedule for 10 month will not be in effect for the first (8) eight pays. For 12 month employees the new pay schedule will not be in effect for the first (10) ten pays.

**ARTICLE IX**

**METHOD OF PAYMENT OF SALARY**

- A. Employees shall receive their pay in their individual buildings in equal installments on the 15<sup>th</sup> and 30<sup>th</sup> of the month.
  
- B. If a payday falls on a school holiday or weekend, pay checks will be issued to personnel at the individual buildings on the last school day before that holiday or weekend. The December pay will be made to personnel on the 15<sup>th</sup> of the month and the last workday prior to the winter break. The final pay in June for ten (10) month employees will be distributed on the last workday for teachers.
  
- C. The following services and stipends shall be allotted as agreed to by the parties.

Unit Leaders, Multidisciplinary Assistance Team and Coordinators:

**2010-2013**                      \$1,900 per year

Head Teacher

**2010-2013**                      \$1,350 per year

**D.     Extra Services Provided Based on Specific Certifications or Duties**

For summer work, nurses, guidance counselors, teachers, CST members, etc. directly related to the individual's specific certification or duties will be paid at their individual per diem rate. This will include but not be limited to: extended

school year instruction, summer learning instruction, and summer child study team evaluations.

- E.** Teachers and classroom assistants participating in district sponsored professional activities beyond the regular school year or beyond the regular workday will be paid at the following hourly rates:

Task	Teacher Rate (Hourly)			Classroom Assistant Rate (Hourly)		
	2010-11	2011-12	2012-13	2010-11	2011-12	2012-13
<b>After School Instruction</b>	\$36.00	\$36.00	\$37.00	\$23.00	\$23.00	\$24.00
<b>Home Instruction</b>	\$36.00	\$36.00	\$37.00	N/A	N/A	N/A
<b>Summer Orientation/Scheduling/Planning</b>	\$36.00	\$36.00	\$37.00	N/A	N/A	N/A
<b>Summer IEP Meetings</b>	\$36.00	\$36.00	\$37.00	N/A	N/A	N/A
<b>Professional Development Training /Presenter</b> (during school year & summer)	\$36.00	\$36.00	\$37.00	\$26.00	\$26.00	\$27.00
<b>Professional Development Training /Participant</b> (during school year & summer/in and out of district)	\$26.00	\$26.00	\$27.00	\$23.00	\$23.00	\$24.00
<b>Program Development Committee (Committee Meetings)</b>	\$36.00	\$36.00	\$37.00	\$36.00	\$36.00	\$37.00
<b>Extra Curricular</b>	\$33.00	\$33.00	\$34.00	\$33.00	\$33.00	\$34.00

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

- F. All summer reserve pay shall be placed in an interest bearing account upon the written request of the employee. Said interest and principal shall be paid in five (5) equal pays in July and August.
  
- G. The Board agrees to participate in direct payroll deposit upon written request of an employee to an available bank of his choice.
  
- H. Lateral adjustments shall be made on the teacher salary guide on or about October 15 and March 15 retroactive to the conclusion of the semester in which the course was completed.
  
- I. Stipends specified in Article IX, C., shall be paid to staff in equal installments along with their regular pay checks on the 15<sup>th</sup> and 30<sup>th</sup> of the month.
  
- J. Training at Staff Member Request

Summer courses or training initiated at a staff member's request will receive no stipend. Tuition costs for credits earned may be reimbursed based on provisions of the negotiated agreement.
  
- K. All district employees will be required to have direct deposit.

**ARTICLE X**

**HEALTH INSURANCE**

**A. Medical Insurance**

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

**B. Prescription Drug Plan**

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

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

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

**C. Dental Care**

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

**D. Vision Care**

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

**E. Opt-Out Provision**

1. The Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the health insurance plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee according to the chart below. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1<sup>st</sup> and the second on the last workday for teachers in June of the school year in which the non-participation occurs.

**Family**

**\$6,000**

**Dual\* & Single**

**\$5,000**

\*Dual – Husband & Wife or Parent & Child

b. In order for an employee to be eligible to elect this cash option, for the health insurance plan, an employee must provide documentation to the Board that they are covered under an alternative health insurance plan.

c. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provided the Board with notice of the

change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.

3. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

4. The "125 Plan" shall allow for a "sheltering benefit" for unreimbursed medical expenses and/or dependent care. Any administrative fee for this "sheltering benefit" shall be paid by the employee.

**F. Group Health Insurance for Retirees**

Employees with ten (10) years of service in Galloway Township shall be eligible to participate at their own expense in the group health insurance programs upon retirement. Employees must have ten (10) years of continuous service in Galloway Township prior to retirement.



**ARTICLE XI**

**EDUCATIONAL IMPROVEMENT**

A. **Teacher**

1. **Reimbursement**

Reimbursement for tuition for graduate courses is to be \$1750 per teacher per year, not to exceed a total of \$80,000 in 10/11. This total shall be increased in each subsequent year by the percentage equal to the South Jersey/Philadelphia CPI (Consumer Price Index) in June of each year. Teachers who have spent their allotted monies may apply to the Superintendent for additional money for summer studies, should money remain in the account. After summer course payments have been allocated, the above per teacher CAP can be exceeded. Any employee who receives tuition reimbursement and leaves the employ of the district for any reason prior to fulfilling first three years of service to the District shall reimburse the Board as follows:

Less than one year - 75% of the reimbursed amount

One to two years - 50% of the reimbursed amount

Two years to three years - 25% of the reimbursed amount

If severance of employment occurs due to circumstances beyond the control of the employee such reimbursement may be waived at the discretion of the Superintendent. Such waiver shall not be arbitrarily, capriciously or unreasonably denied.

2. **Prior Consultation**

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

3. **Submission of Proof**

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

4. **Exceptions**

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

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

5. **Grade**

Must earn B average or better.

6. **In-Service Programs**

The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in school

teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary.

7. **Resource Materials**

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

B. **Support Personnel**

1. **Reimbursement**

Support personnel may be reimbursed for tuition for courses, conferences and seminars that are approved by the Superintendent which will improve their performance and upgrade their skills for advancement up to \$900 for each support personnel but not to exceed \$10,000 in each year of the negotiated agreement. Support personnel who have spent their allotted monies may apply to the Superintendent for additional money should money remain in the account.

Any employee who receives tuition reimbursement and leaves the employ of the district for any reason prior to fulfilling first three years of service to the District shall reimburse the Board as follows:

Less than one year - 75% of the reimbursed amount

One to two years - 50% of the reimbursed amount

Two years to three years - 25% of the reimbursed amount

If severance of employment occurs due to circumstances beyond the control of the employee such reimbursement may be waived at the discretion of the

Superintendent. Such waiver shall not be arbitrarily, capriciously or unreasonably denied.

2. The Board of Education shall pay up to \$200, the first time a maintenance/custodial employee takes a course and exam for a Black Seal License. As soon as the employee receives said license he receives an annual stipend (see Article VIII).
3. The Superintendent must be notified prior to registration for a course in order to be certain that the course is approved for reimbursement.
4. **Submission of Proof**  
Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the course, and proof of costs for tuition and registration fee.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

A. **Nondiscrimination**

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

B. **Saving Clause**

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

C. **Separability**

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

D. **Printing Agreement**

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

**E. Notice**

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

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

**F. Professional Development (100 Hour Requirement)**

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

## ARTICLE XIII

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall grant one (1) day per month of release time at the discretion of the Superintendent to the President of the Association with pay, so that he may perform his functions as President of the Association.
  
- B. The Board shall provide up to three (3) hours per month of release time at the discretion of the Superintendent to an Association representative designated by the Association in each building to perform his functions as Association representative in the enforcement of this Agreement. Said time shall be in addition to regularly scheduled preparation time and lunch period as provided in this Agreement. This time will not be accumulated.
  
- C. The Association and its representatives shall request in writing the right to use the school buildings at all reasonable hours for meetings. The Association shall pay the custodian for opening and being in the building at the time of use. However, if the building is used during the regular time the custodian is on duty, the Association will not have to provide payment. The Principal of the building in question shall be notified in advance of the time and place of such meeting.
  
- D. The Board agrees to make available to the Association, upon request, all information in the public domain in its possession which is needed by the Association to carry out its duty of representation of members of the bargaining unit.

- E. Representatives of the Association shall be permitted to transact official Association business on school property after the normal working day.
  
- F. The Association shall have the right to use school facilities and equipment, including typewriters, instructional computers, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.
  
- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes. At no time shall the Association use these facilities for slander material, derogatory materials, job action notices or such against the Board or its representatives.

H. **Exclusive Rights**

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

I. **Subcontracting**

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



**ARTICLE XIV**  
**REPRESENTATION FEE**

**A. Notification**

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

**B. Deduction**

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

**C. Liability**

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

**ARTICLE XV**

**TEACHER HOURS/YEAR**

- A. In all schools that are on a full session, the teacher work day shall not exceed the hours listed below including a 30 minute lunch and preparation time as per provided elsewhere in this agreement. Teachers may be assigned to lunchroom duty as long as they receive their contractual duty free lunch and preparation time. Time previously utilized as recess/lunch duty time may be assigned as teaching time as long as the contractual lunch and preparation time is provided. The teacher work day shall not exceed 7 hours and 10 minutes.
- B. The teacher work year shall not exceed a total of 184 days including four (4) non-student days. At least fifty percent (50%) of one (1) of the four (4) non-student days shall be utilized by the District to provide in-service training that would be acceptable under the “100 Hours” of Professional Development requirement.
- C. There shall be no more than eight (8) evening meetings/conferences per year of no more than three (3) hours duration. No more than two (2) such meetings will be scheduled in one (1) week. Scheduling shall be by unit and with the approval of the immediate supervisor who shall not be arbitrary or capricious.

Two (2) of the above meetings shall be reserved for multidisciplinary assistance team meetings (MAT).

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

staff to determine the schedule for conferences in each school. Conferences may be scheduled for the morning one-half ( $\frac{1}{2}$ ) hour in duration per morning. Conference schedules shall be on an appointment basis only. There shall be early dismissal on days of parent teacher conferences.

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

## ARTICLE XVI

### NON-TEACHING DUTIES

**A. Intent**

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

Therefore, they agree as follows:

**B. Application**

**1. List of Non-Teaching Duties**

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

- a. Tabulation of money collected by teachers from students. (This does not apply to coaches or club advisers who receive a stipend.)
- b. Keeping registers
- c. Correcting standardized tests used at the direction of the Board or the Administration.

**2. Lunch Period**

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

**ARTICLE XVII**

**SUPPORT PERSONNEL HOLIDAY SCHEDULE**

- A. All twelve (12) month support personnel shall receive twelve (12) paid holidays.
  
- B. All ten (10) month support personnel shall receive eleven (11) paid holidays.
  
- C. The Board shall establish a holiday calendar annually. The list of holidays will include Christmas and the days immediately preceding and following Christmas, providing such days fall on normal workdays. If either the day preceding or the day following Christmas does not fall on a workday, then it shall not count as one of the holidays.
  
- D. Support personnel who work on any designated holiday will be paid for such work at regular rates, in addition to the compensation they receive for each such day as a paid holiday under the terms of this Agreement.
  
- E. All twelve (12) month custodial/maintenance personnel shall have the option to take off school holidays without pay with the approval of the Superintendent. The initial request must be made at least five (5) days prior to the day off.

## ARTICLE XVIII

### SUPPORT PERSONNEL WORK YEAR

#### A. **Secretarial - Personnel**

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

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

#### B. **Food Service Personnel**

Food Service employees shall work the school calendar observed by students plus one additional day per year for mandatory training. Said day shall be immediately preceding student's first day except (weekends and holidays).

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

Classroom assistant and non-instructional assistant employees shall work the school calendar observed by teaching staff, but shall not be required to work in excess of 183 days. Classroom Assistants hired after January 1, 2004, shall only be paid for and work 180 student days plus three (3) additional days (first and second days of school, one (1) in-service day). (Current salary calculation for employees hired prior to 1/1/04 not to change from 196 days)

D. **Maintenance/Custodial Personnel**

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

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

F. During snow emergencies, time and one half will be granted after 8 hours regardless of whether the employee has worked 40 hours.

**ARTICLE XIX**

**SUPPORT PERSONNEL WORK SCHEDULE**

A. **Secretarial Personnel**

1. **Working Hours**

- a. Ten (10) and twelve (12) month secretarial personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.
- b. If requested by twelve-month secretarial personnel and with the approval of the Superintendent, summer hours for secretarial/clerical personnel shall consist of seven (7) hours per day inclusive of a ½ hour paid lunch. Summer hours shall commence on the day after the teachers last day of attendance in June and shall end on the teachers first day of attendance in September.
- c. Ten (10) month secretarial personnel shall not be required to work on the teacher's 184<sup>th</sup> day of work (in-service training).

B. **Food Service**

1. **Working Hours**

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



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

1. **Working Hours**

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

D. **Maintenance/Custodial Personnel**

1. **Working Hours**

- a. Custodial Personnel shall normally work eight (8) hours per day. One half hour of each eight (8) hour day shall be a paid lunch.
- b. Maintenance/Custodial personnel shall work the same number of summer hours as other 12 month employees.

E. **Overtime**

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

F. **Support Personnel**

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

- G. All unit employees shall be compensated for attendance at any and all meetings/workshops outside his/her normal workday. Compensation shall be at the support personnel's regular rate of pay or at his/her overtime rate, if applicable. When support personnel are requested to attend such meetings, they shall be given advance written notice of at least five (5) working days.
  
- H. On the last day of school before Thanksgiving and on the last day of school before Winter Break, all custodial / maintenance employees shall be permitted to leave one (1) hour prior to the end of their regular workday.

## ARTICLE XX

### SUPPORT PERSONNEL VACATION SCHEDULE

- A. Twelve (12) month support personnel shall be entitled to vacation as per the schedule on page 61. Support personnel shall arrange vacation periods with the approval of the Superintendent.
  
- B. Vacations shall take effect on July 1 of each year. Support personnel having worked less than one (1) year shall receive one half-day vacation for each month worked prior to July 1 up to the limits specified above.
  
- C. For ten (10) month support personnel each ten (10) months of employment shall be considered a full year. For twelve (12) month support personnel, each twelve (12) months of employment shall be considered a full year.
  
- D. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school--generally during July.
  
- E. The Board may, from time to time, have support personnel provide advance information concerning the tentative time of taking vacations. Subject to this and Section D above, requests for vacation must be submitted to the support personnel's immediate supervisor at least two (2) weeks in advance.

- F. If support personnel are unable because of the employer to use all vacation time in a contract year, support personnel shall be reimbursed at the rate as per salary schedule no later than June 30.
  
- G. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted at the Superintendent's discretion.
  
- H. Requests for vacations must be made on the appropriate form. A signed copy will be returned to the support personnel as soon as a decision can be made.
  
- H. Ten (10) month support personnel changing to a twelve (12) month position will have time bridged (months of experience in district divided by twelve) to calculate vacation time.

**Vacation Schedule**

	July	August	September	October	November	December	January	February	March	April	May	June
1 <sup>st</sup> Year (July 1 <sup>st</sup> After Hired)	5	5	5	4.5	4	3.5	3	2.5	2	1.5	1	.5
2 <sup>nd</sup> Year*	10	10	10	9.5	9	8.5	8	7.5	7	6.5	6	5.5
3 <sup>rd</sup> Year*	10	10	10	10	10	10	10	10	10	10	10	10
4 <sup>th</sup> Year*	10	10	10	10	10	10	10	10	10	10	10	10
5 <sup>th</sup> Year*	15	15	15	14.5	14	13.5	13	12.5	12	11.5	11	10.5
6 <sup>th</sup> Year*	15	15	15	15	15	15	15	15	15	15	15	15
7 <sup>th</sup> Year*	15	15	15	15	15	15	15	15	15	15	15	15
8 <sup>th</sup> Year*	15	15	15	15	15	15	15	15	15	15	15	15
9 <sup>th</sup> Year*	15	15	15	15	15	15	15	15	15	15	15	15
10 <sup>th</sup> Year*	20	20	20	19.5	19	18.5	18	17.5	17	16.5	16	15.5
11 <sup>th</sup> Year Plus*	20	20	20	20	20	20	20	20	20	20	20	20

\*July (1<sup>st</sup>) First before that anniversary occurs.

**ARTICLE XXI**

**REDUCTION IN RANK OR JOB CLASSIFICATION**

**FOR SUPPORT PERSONNEL**

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

**ARTICLE XXII**

**SENIORITY AND JOB SECURITY**

**FOR SUPPORT PERSONNEL**

- A. School District seniority is defined as service by appointed support personnel in the School District in the collective bargaining unit covered by this Agreement.
  
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the support personnel shall be laid off in the reverse order of district-wide seniority of all support personnel in the district in the appropriate category (secretary, food service personnel, classroom assistant, educational interpreter, custodial and maintenance personnel). Any support personnel laid off shall be placed on a roster for a period of two years from the date of lay-off. Recalls shall be based on seniority in the category. This provision will be applicable to clerical employees with not less than three years service in the District and to food service employees with not less than two years service in the District.
  
- C. In the event of a reduction in force, support personnel with unfavorable evaluations made during the contract year shall be considered before seniority list is used as per paragraph B.
  
- D. All notice of job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such vacancy notice shall be sent to the Association.

## ARTICLE XXIII

### VOLUNTARY TRANSFER, REASSIGNMENTS AND PROMOTIONS

A. **Notification of Vacancies**

1. **Date**

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

2. **Filing requests**

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

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

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



**ARTICLE XXIV**

**EMPLOYEE EVALUATION**

- A. Administrators, supervisors or directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standard of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.
  
- B. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement and any other statements deemed appropriate by administration.
  
- C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

**ARTICLE XXV**  
**FAIR DISMISSAL PROCEDURE**  
**FOR SUPPORT PERSONNEL**

A. **Procedure**

1. **Date**

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

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

B. **Disciplinary Action**

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

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

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

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

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

**ARTICLE XXVI**

**RECLASSIFICATION PROCEDURE**

**FOR SUPPORT PERSONNEL**

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

**ARTICLE XXVII**

**EMPLOYEE-ADMINISTRATION LIAISON**

- A. The Association's representatives will include the Association President and one representative from each location and shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interests and the administration of this Agreement or at the request of either party by mutual consent, after working hours at the convenience of the Superintendent.
  
- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.
  
- C. The principal/supervisor will be notified of Liaison issues prior to discussion at district liaison meetings.

**ARTICLE XXVIII**

**YEAR ROUND SCHOOL**

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

**ARTICLE XXIX**

**DURATION OF AGREEMENT**

**A. Duration Period**

This Agreement shall be effective as of July 1, **2010**, and shall continue in effect until June 30, **2013**, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

**B. Status of Incorporation**

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

**GALLOWAY TOWNSHIP EDUCATION ASSOCIATION**

By Edward Zimmermann /s/  
President GTEA

By Patricia Mankow-Demidio /s/  
Secretary GTEA

**GALLOWAY TOWNSHIP BOARD OF EDUCATION**

By John W Knorr /s/  
President GTBOE

By Vickie L Tomasco /s/  
Secretary GTBOE

Date 11/23/2010