

PREAMBLE

This Agreement entered into this 3rd day of May, 2005, between the Board of Education of Gloucester City, Gloucester City, New Jersey; hereinafter called the “Board”, and the Gloucester City Education Association, hereinafter called the “Association”.

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

ARTICLE 1 **RECOGNITION**

The Gloucester City Board of Education hereby recognizes the Gloucester City Education Association as the exclusive and sole representative for collective negotiations concerning the grievances, terms and conditions of employment for the following personnel:

teachers, nurses, media specialists, department leaders, guidance counselors, psychologists, social workers, learning disability specialists, speech correctionists, athletic coaches and activities personnel, paraprofessionals, security personnel, and attendance officers.

All other Board of Education employees are excluded.

ARTICLE 2 **DEFINITIONS**

TEACHER - Unless specifically noted otherwise, the term “teacher” shall only refer to certificated employees.

PARAPROFESSIONAL- The term “paraprofessional” shall denote paraprofessional employees assigned to assist teachers in teaching related activities, record keeping, and some non-teaching duties.

SECURITY PERSONNEL - The term “security personnel” shall denote employees assigned to assist in the maintenance of a safe school

environment for students and staff and to preserve and protect all district property.

EMPLOYEE - Unless specifically noted otherwise, the term “employee” refers to all members of the bargaining unit.

NON-CERTIFICATED STAFF - Unless specifically noted otherwise, the phrase “non-certificated staff” shall refer to paraprofessionals, security personnel, and attendance officers.

DAY - Unless specifically noted otherwise, all references to “days” shall mean school days.

ASSOCIATION - shall mean the Gloucester City Education Association.

BOARD - shall mean the Gloucester City Board of Education.

ARTICLE 3

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than January 1, of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by all members of the Board and the Association, and be adopted by the Board and the Association.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement reached at the bargaining table shall be subject to final approval by the majority of the Board of Education and the majority of the Association.

- C. Representatives of the Board and the Association shall meet on a regular basis during the school year. Meetings shall be mutually satisfactory as to the time and place.
- D. This Agreement incorporates the complete and final understanding and settlement between the parties on all matters which were or could have been the subject of negotiation.
- E. This Agreement shall not be modified in whole or in part by the parties except through the voluntary and mutual consent of the parties through means of a written amendment duly executed by each of the parties hereto. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance:

A “grievance” shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or that an employee or group of employees has/have been treated unfairly or inequitably by reason of any act or administrative decision affecting employees’ terms and conditions of employment.

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

3. A “party in interest” is the person or persons making the claim and any person, including the Association or the Board, who may 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, solutions to the problems which may from time to time arise affecting

employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. Time Limits:

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure of the grievant to meet the next step within the specific time limit should be deemed as a waiver of further appeal.

2. Year End Grievances:

In the event a filed grievance is not resolved, said grievance should be resolved prior to the beginning of the new school year.

3. Level One - Principal:

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor within thirty (30) days of the date the alleged grievance occurred, either directly or through the Association's designated representative with the objective of resolving the matter informally. If the matter cannot be resolved informally, the aggrieved may file a formal written grievance with the principal within ten (10) days after the initial discussion. The principal shall give his decision in writing, within five (5) school days of receipt of the written grievance.

4. Level Two - Superintendent:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Upon receiving the written grievance the Superintendent shall schedule a hearing with the employee and his representative(s) prior to rendering a decision. The written grievance should specify the following:

- a. The nature and date of the alleged occurrence in reasonable detail;
- b. The specific provision(s) of this Agreement or the specific act or administrative decision which gave rise to the grievance;
- c. The nature and extent of injury and/or loss;

- d. The remedy which the employee seeks;
- e. The date the grievance was discussed at Level One.

5. Level Three - Board of Education:

- a. 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 grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to the Board.
- b. If the Association determines that the grievance is meritorious it may submit the grievance to the Board within (10) school days after receipt of a request by the aggrieved person. The Board should render a decision within thirty (30) calendar days. If the Association is not satisfied with the decision of the Board or if no decision has been reached within forty-five (45) calendar days, the Association may submit the matter to impartial review by an arbitrator who has been mutually selected by the parties.

6. Level Four - Arbitration:

If the Association determines the grievance is meritorious and is not satisfied with the Board's decision or if no decision has been rendered, the Association may submit the matter to arbitration within fifteen (15) calendar days after the Board's decision provided that the Association notifies the Board of Education in writing of its intent to proceed to arbitration within the prescribed fifteen (15) days set forth herein.

- a. The arbitrator shall be selected from a panel of arbitrators provided by the Public Employment Relations Commission (PERC) in accordance with the rules required by PERC.
- b. Only matters relating to employees' terms and conditions of employment as set forth in this Agreement may be submitted to arbitration. The arbitrator shall be limited to the issue(s) submitted

and shall consider nothing else. The arbitrator can add nothing to, subtract anything from, nor modify the express terms of this Agreement. The arbitrator's recommendations shall be submitted in writing to the Board and the Association, and shall be advisory except in those disciplinary matters covered by N.J.S.A. 34: 13A-29 in which case arbitration shall be binding.

- c. The fees and expenses of the arbitrator shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

D. Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by representative(s) selected or approved by the Association. When an employee is not a member of the Association, the Association shall have the right to be present.
2. Reprisals:
No reprisals of any kind shall be taken by any party against any participant in the grievance procedure by reason of such participation or by reason of the outcome.

E. Miscellaneous:

1. All employees, including the grievant are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless of the status of any grievance until such grievance is properly determined.
2. The term "grievance" and the procedure relative thereto as set forth herein shall not apply to the following matters:
 - a. Matters for which a method or review is prescribed either by law or by rule or regulation of the State Commissioner of Education;
 - b. In matters where the Board is without authority to act;
 - c. Any matter which, according to law, is exclusively within the discretion of the board;

- d. A complaint of a nontenured teacher which arises by reason of his/her not being re-employed;
 - e. A complaint by an employee arising from the appointment to or lack of appointment to, retention in or lack retention in, any position for which tenure is either not possible or not required.
3. All decisions rendered at Levels 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 President.
 4. **Separate Grievance File:**
All documents, communication, 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.
 5. **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 and given appropriate distribution so as to facilitate operation of the grievance procedure.
 6. **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.
 7. All grievance responses will be transmitted back to the Association through the Association Grievance Chairperson and a copy to the Association President.

ARTICLE 5
EMPLOYEES' RIGHTS

- A. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could

adversely affect the continuation of that person in his/her office, position or employment of the salary or any increments pertaining thereof, then the employee shall be given reasonable prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

- B. No employee shall be required to transport students in a private automobile. If prior authorization is given for an employee to transport students in his/her personal vehicle, the Board shall provide primary insurance coverage.
- C. Determination of grades and other evaluations of students is primarily the responsibility of the student's teacher. In the event any grade is subsequently changed or modified, the teacher shall be so informed at that time. Whoever makes such a change shall clearly identify himself/herself by placing his/her name next to that grade on official records of that grade.
- D. Any question or criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be made in private and not in the presence of public gathering. Teachers shall not be reprimanded over the public address system, either individually or as a group. No employee shall be reprimanded during the regular teaching period in front of his/her students.
- E. No electronic taping of employees will be permitted without prior approval of the employee.
- F. Employees shall be notified immediately of any emergency phone message.
- G. A message box shall be provided for all staff members.

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information:

The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the educational program and the financial resources of the district.

B. Use of School Buildings:

The Board will allow the Association to use school facilities when such permission has been requested and approved by the Business Administrator. Requests by the Association shall not be unreasonably denied, provided twenty-four (24) hours notice is given.

C. Use of School Equipment:

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use provided prior authorization by the Superintendent is obtained. Said authorization shall not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. It is understood and agreed that such use shall not interfere with the educational programs. However, in no event shall the Association have access to the Board's computer equipment or computer systems for Association business or for personal use.

D. Bulletin Boards:

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and, where available, in each dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

E. Mail Facilities and Mail Boxes:

The Association shall have the right to use the inter-school mail facilities and school mail boxes. It is understood and agreed that use shall not interfere with the educational program of the district.

F. Whenever any representative of the Association participates in negotiations and or grievance hearings which have been mutually scheduled by the Board and the Association to take place during working hours, such representative shall not suffer any loss of pay. The Association shall identify its representatives for such meeting when the meeting is being scheduled.

ARTICLE 7
COMPLAINT PROCEDURE

A. Procedural Requirement:

Any complaints regarding an employee made to any member of the administration by an parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

1. Meeting with Principal:

The principal shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter formally.

2. Right to Representation:

The employee shall be represented by the Association at any meeting with an administrator or the Board of Education regarding such complaint.

3. No complaint shall be the basis of an unfavorable evaluation or disciplinary action, nor shall a record of any complaint be made part of an employee's personnel file unless the employee has been formally notified of the existence of the complaint and given full opportunity to respond.

ARTICLE 8
EXTENDED LEAVE

A. Disability Leaves:

1. The Board shall not discrimination against any person in violation of the Law Against Discrimination.
 - a. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from his/her employment that is based solely on the fact of a specific number of months of disability.
 - b. The Board may request a disabled employee to produce a certificate from his/her physician that he/she is medically unable to continue employment. The Board reserves the right to have its physician examine the employee. If there is a difference of medical

opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue employment.

2. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows about it.
 - a. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - b. No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:
 - (1) A disability leave for which accumulated sick leave may be utilized or;
 - (2) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below or;
 - (3) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave.
 - c. To the extent permitted by law and relevant judicial administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of the birth of the child and thirty (30) calendar days following the actual date of birth of the child. This eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved. The Board reserves the right to request verification of a disability by a licensed, practicing physician.
3. The Board of Education reserves the right to regulate anticipated disability leaves so that the commencement and termination dates

precede or follow the period of actual disability in order to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an involuntary unpaid

leave shall not cause an employee to be denied any contractual or statutory benefit which the employee would have been entitled had the board not exercised its discretion pursuant to this section.

B. Childcare Leaves:

1. The Board may grant unpaid leaves of absence for the purposes of child care of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily or capriciously.
2. Except as provided in Section B.3., below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred. An employee who wishes to return to work before the end of a school year may only do so on the first school day in January following the Winter recess. Written notification of such intention to return to duty in January must be included in the employee's initial request for childcare leave.
3. When an employee requests a voluntary unpaid leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of said leave in order to maintain continuity in the educational programs.
4. At the request of the employee and with the approval of the Board, extensions of childcare leaves may be granted for one full school year.
5. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days.
6. Nothing stated herein shall require the Board of Education to extend the leave of absence of a non-tenured employee beyond the end of the school year in which the leave occurs.
7. All requests for extensions of unpaid leaves of absence under Section B herein shall be in writing. Requests for extensions for unpaid leaves commencing September 1 shall be made by April 1 of the previous school year.

8. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is approved by the adopting agency. Request for unpaid leave shall be made for a specific period as soon as the employee is informed of the custody date. Said leave shall commence on a date mutually agreeable to both the employee and the Superintendent and shall terminate at the end of the school year in which the leave is taken. Except as otherwise provided herein, all conditions and requirements set forth in subsections B.4, B.5, B.6 and B. 7 of this Article shall be so applicable to this subsection - i.e., B.8.

ARTICLE 9

TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

A. Sick Leave:

1. All employees shall receive fifteen (15) sick leave days per year. Ten month employees hired after September 1, 1995 will receive ten (10) sick leave days per year. Twelve month employees hired after September 1, 1995 will receive twelve (12) sick leave days per year. These days if unused in the year in which they are provided will accumulate without limitation.
2. All hourly employees shall receive ten (10) sick leave days per year. These days if unused in the year in which they are provided will accumulate without limitation. An hourly aide who switches to a full-time position will carry accumulated sick hours.

B. Personal Leave:

1. The total number of days used for personal leave in any school year may not exceed three (3). Request for personal necessity leave shall be made at least one day in advance to the Superintendent in writing and shall state the specific reason for the request. The Superintendent reserves the right to verify such request. These days if unused in the year in which they are provided will accumulate as sick leave days without limitation for employees hired after September 1, 1995.

2. Advance permission is not required in the following situations: serious illness of a member of the immediate family; accident involving personal property, or the person or property of a member of the immediate family; and any unanticipated illness to a member of the immediate family.
3. Personal leave may be taken for the following reasons:
 - a. Serious illness of a member of the employee's immediate family
 - b. Accident involving the employee's personal property
 - c. Accident involving the person or property of a member of the employee's immediate family
 - d. Court appearance under subpoena or as a litigant or witness or to respond to an official order from another governmental jurisdiction when not brought about through the connivance or misconduct of the employee.
 - e. Domestic contingency
 - f. Required appearance before a state agency
 - g. Wedding day of the employee or a member of the immediate family
 - h. Religious holiday
 - i. Graduation of self
 - j. Such other good and sufficient reason as may be determined by the Superintendent
 - k. Personal leave may not be used for social events or matters relating to an employee's avocation and, except in extremely extenuating circumstances, personal leave may not be used on a day immediately before or immediately after a student holiday or recess period.

C. Compassionate Leave:

Each employee of the Board of Education shall be granted without deduction in salary, in the event of death in the immediate family, a period of absence from duty not to exceed five (5) days.

The immediate family is hereby intended to include father, mother, wife or husband, son or daughter, brother or sister, father-in-law or mother-in-law, and grandparents, or relative residing in the same household.

D. Good Cause:

Other leaves of absence with or without pay may be granted by the Board or its designee for good reason.

E. Jury Duty:

1. The Board will insure all certificated employees against loss of pay occasioned by a call to jury duty. Should an employee be called for jury duty she/he shall report same to the School Business Administrator.
2. Employees called for jury duty shall be permitted to serve and will not be penalized in any way for doing so. 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 to the Board of Education.
3. The time spent on jury duty will not be charged against personal leave and will count as time on the job.

ARTICLE 10
WORK YEAR AND WORKDAY

A. The length of the school year shall be a total of 185.5 days as follows:

181 student contact days

2 additional days for in-service

2 additional days which shall apply to professional development

and

1 single session day for teachers following the last student day effective July 1, 2005.

- B. Up to three evening meetings (parent conferences, back to school, PTA, college fairs, science fairs, etc.) may be called by the Board. The dates will be announced with the calendar each year.
- C. The workday for all grade levels will be seven hours and ten minutes.
- D. One faculty meeting, not more often than every other week, may extend beyond the workday no more than twenty (20) minutes without additional compensation.
- E. Attendance Officer Workday: seven hours and ten minutes, with a meal break.
- F. The Child Study Team shall work twenty (20) days between July 1 and August 31 as coordinated by the Director of Special Services. The other days during the summer will be considered vacation days.
- G. On Fridays and days before a holiday employees shall be dismissed 10 minutes after student dismissal.

ARTICLE 11
PREPARATION TIME

- A. Current administrative procedures regarding the assignment of preparation time shall continue for teachers.
- B. Full-time teachers shall receive preparation time according to the following practice.
 - 1. Pre-K to Grade 6:
 - a. Pre-K = 200 minutes per full week.
 - b. Kindergarten = 200 minutes per full week.
 - c. Grades 1-6 = 200 minutes per full week.
 - d. Special Education Teachers = 200 minutes per full week.
 - e. Special Subject = 200 minutes per full week.
 - 2. Jr./Sr. High School:
 - a. All staff = 225 per full week.

- C. Paraprofessionals shall receive two (2) twenty minute daily breaks, to be scheduled by the principal.
- D. Full week shall mean five consecutive school days - Monday through Friday.

ARTICLE 12

EVALUATIONS

The Evaluation of all staff members shall be conducted by Board appointed administrators.

A. Teachers:

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Post evaluation conferences shall occur within ten (10) school days following the evaluation.
3. A teacher shall be given a copy of any class evaluation report prepared by his/her evaluator at least two (2) days before any conference to discuss it.

B. Non-certificated Personnel:

1. Employee evaluations are for the purpose of promoting individual job performance and improving services to students.
2. The evaluation process shall provide a procedure for identifying and commending effective performance, for counseling and assisting employees where improvements desired, and for providing a rational process upon which to make re-employment determinations.

C. Personnel Records:

1. All personnel files are to be maintained at the central administration office of the Superintendent and shall be the only official record.
2. Effective July 1, 2005, no document shall be placed in an employee's official file unless the employee has been given a copy. An employee

shall have the right to write comments about any document entered into his/her official file and said documents shall be attached to the document in the file. Effective July 1, 2004, no document shall be removed from an employee's official file without the knowledge of the employee. The original of any removed document will be given to the employee.

3. An employee shall have the right to review his/her personnel file in a private setting at a time reasonably scheduled by the Superintendent pursuant to paragraph 4 below. The Board maintains the right to protect the confidentiality of his/her personal references, academic credentials and other similar documents.
4. Requests to see the personnel files are to be made to the Superintendent who shall schedule an appointment with the employee to review his/her personnel file. Employees have the right to receive copies of that file for a nominal charge of ten cents (\$.10) per page for each requested copy.

ARTICLE 13 **SUBSTITUTES**

- A. Employees shall call on the day of the absence prior to the opening of school to report unavailability for work. However, employees who are able to anticipate an absence in advance should notify the district as soon as practicable.

ARTICLE 14 **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Teachers:

The Board shall pay the tuition fee up to the following amounts:

\$1315.00 effective July 1, 2004

\$1380.00 effective July 1, 2005

\$1449.00 effective July 1, 2006

or for three credits at the Rowan rate, whichever is higher to any teacher successfully completing a course or courses approved by the

Superintendent of Schools. Reimbursement shall be made in accordance with the following additional conditions:

1. The graduate or undergraduate course is offered by an accredited college or university;
2. Verification, including (1) official transcript and (2) receipt or canceled check is presented to the Superintendent within ninety (90) days after the completion of the course of courses;
3. The course is approved in writing prior to enrollment;
4. Total reimbursement for certificated staff shall not exceed:
 - \$55,000.00 effective July 1, 2004
 - \$57,750.00 effective July 1, 2005
 - \$60,650.00 effective July 1, 2006in each school year.
5. Following each disbursement period, the Board Secretary/Business Administrator shall, upon request, notify the Association President of the total amount expended for teachers' tuition reimbursement.

It is understood and agreed that reimbursement for courses taken by a teacher to keep his/her certificate active for employment purposes or taken while employed with less than standard certificate shall not be deducted from total reimbursement amount set forth herein.

6. Movement on the salary guide shall be limited to approved graduate credits. If any advanced (graduate) degree requires undergraduate credits there will be no negative impact.
7. Employees shall be required to earn a grade of "B" or better to qualify for tuition reimbursement. If the course is taken "pass/fail" employees shall be required to pass to qualify for tuition reimbursement.

B. Non-certified Personnel (excluding hourly aides):

1. The Board shall pay the tuition fee up to:
 - \$1315.00 effective July 1, 2004
 - \$1380.00 effective July 1, 2005
 - \$1449.00 effective July 1, 2006

- or for three credits at the Rowan rate, whichever is higher, to each non-certified employee for courses approved by the Superintendent.
2. Employees shall be required to earn a grade of “B” or better to qualify for tuition reimbursement. If the course is taken “pass/fail” employees shall be required to pass to qualify for tuition reimbursement.
 3. Total reimbursement for non-certified personnel (as specified in B above) shall not exceed:
 - \$11,000.00 effective July 1, 2004
 - \$11,550.00 effective July 1, 2005
 - \$12,130.00 effective July 1, 2006in each school year.
- C. If the total amount of tuition reimbursement requests for certificated and/or non-certificated personnel exceeds the cap, payments shall be made on a pro-rata basis to each unit member.

ARTICLE 15

HEALTH BENEFITS

- A. The Board of Education will provide, at no cost to the employee, medical insurance, including major medical coverage for each employee and, where applicable, his/her dependents, during his/her participation in the plan (pursuant to the plan’s regulations) and while employed an average of twenty five (25) hours per week by the Board of Education.
- B. The Board of Education will provide dental coverage for each employee, and where applicable, his/her dependents provided said employee is employed an average of twenty five (25) hours per week by the district; however, the Board shall not be required to provided duplicate dental coverage if an employee’s spouse has dental insurance.
- C. The Board of Education will provide full family prescription coverage through the new Jersey State Health Benefits Plan and in accordance with the following schedule:
 1. single coverage - 100% of premium

2. parent/child coverage - 100% of premium
 3. husband/wife coverage - total premium minus \$132.97 employee contribution
 4. family coverage - total premium minus \$141.37 employee contribution
- D. The parties understand and agree the Board retains the legal right to change carriers, provided the level of benefits shall be equivalent to those provided by the present carriers.

ARTICLE 16
SUMMER SCHOOL AND SUMMER EMPLOYMENT

- A. A notice of all summer teaching openings shall be posted within fifteen (15) calendar days of any Board action approving a summer program.
- B. A staff member shall have fifteen (15) calendar days from the date of posting to file an application to the Superintendent of Schools.
- C. The Board shall determine qualifications for said positions and shall be solely responsible for filling said positions.
- D. The compensation for such positions shall be for the duration of this agreement:

2004-2005 summer session - \$29.35 per hour

2005-2006 summer session - \$29.35 per hour

2006-2007 summer session - \$29.35 per hour

ARTICLE 17
TERMINAL LEAVE BENEFITS

- A. Upon retirement teachers who actively retire, as opposed to taking “deferred” benefits, in accordance with the provisions of the Teachers’ Pension and Annuity Fund after fifteen years of continuous teaching service in the Gloucester City School System shall be paid for accumulated sick leave days in accordance with the following schedule:
 - 2004-2005 - \$41.61 per day
 - 2005-2006 - \$60.00 per day
 - 2006-2007 - \$60.00 per day
- B. In the years 2004-2005 and 2005-2006, if an employee dies prior to their use of his/her terminal leave benefit, pension beneficiary shall receive the payment for those days over eighty (80) which have accumulated as a result of a minimum of fifteen (15) years of continuous teaching service in the district. Effective July 1, 2006, the above provisions shall apply to all accumulated days with no limitations.

- C. Teachers planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of said retirement in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the instant budget becomes effective.
- D. Teachers leaving the Board's employment by reason of a disability retirement shall be exempt from the fifteen (15) year service requirement set forth herein.
- E. Effective July 1, 2005, payments up to \$8500.00 shall be paid on or before July 15; payments in excess of \$8500.00 shall be paid on or before July 15 of the succeeding year.

ARTICLE 18
EXTRA DUTY REIMBURSEMENT

- A. For the duration of this Agreement the following rates shall be paid for the activities indicated:
1. Relinquishing a preparation period to cover a class:
 - 2004-05 - \$36.05 per period
 - 2005-06 - \$36.05 per period
 - 2006-07 - \$36.05 per period
 2. Bedside instruction and tutoring approved by the administration:
 - 2004-05 - \$42.45 per hour
 - 2005-06 - \$42.45 per hour
 - 2006-07 - \$42.45 per hour
 3. Mileage Reimbursement:

Reimbursement will be paid at the same rate as that of the Internal Revenue Service to employees that use their cars in fulfillment of approved school purposes.

4. Chaperoning, evening, and weekend activities, including the prom:

2004-05 - \$48.83 per day

2005-06 - \$48.83 per day

2006-07 - \$48.83 per day

5. Inservice beyond the school day:

The same rate set forth in subsection A.1 of this Article (Prep. rate).

6. School Management Team:

The same rate set forth in subsection A.2 of this Article (Bedside Instruction rate).

7. Instructional Renewal Council:

The same rate set forth in subsection A.2 of this Article (Bedside Instruction rate).

8. Student Resource Committee:

The same rate set forth in subsection A.1 of this Article (Prep. rate).

9. Volunteer Overnight Chaperone shall be paid at the following rates for the first night:

2004-05 - \$260.00

2005-06 - \$260.00

2006-07 - \$260.00

and an additional \$150.00 for each night thereafter,

allowing for free time for chaperones in the evening.

10. Curriculum Development (based on time required):

2004-05 - \$29.35 per hour

2005-06 - \$29.35 per hour

2006-07 - \$29.35 per hour

11. Bus Paraprofessionals:

- a. Hourly paraprofessional who ride the bus shall be paid at their hourly rate.
- b. If it becomes necessary to assign a full time teacher assistant to ride the bus because of the absence of the regular assigned assistant and the bus run goes beyond the normal workday, the rate of pay will be:

2004-05 - \$22.99 per hour

2005-06 - \$22.99 per hour

2006-07 - \$22.99 per hour

12. Teacher's Meetings:

If the meeting runs beyond normal dismissal time the teachers will be given permission to be given the extra time in an early dismissal in the following weeks on the same day of the meeting (i.e. Wednesday meeting - following Wednesday(s) early dismissal.

13. Security Personnel:

Security Personnel shall be paid at a straight time rate for their regular work week and at time and a half rate if they work over forty (40) hours a week for duties beyond the scheduled workday. These duties shall be offered to all security personnel on a rotation basis.

14. Attendance Officers:

Attendance Officers shall be paid at a straight time rate for their regular work week and at time and a half rate if they work over forty (40) hours a week for duties beyond the scheduled workday.

ARTICLE 19
PROTECTION OF EMPLOYEES AND THEIR PROPERTY

A. The Board of Education will enforce all statutory provisions which relate to the protection of employees, students and property including as follows.

1. Civil Actions:

Whenever any civil action has been brought, or shall be brought, against any employee for any act or omission arising out of and in the course of the performance of duties of such employee, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any.

2. Criminal Actions:

Should any criminal action be instituted against any employee for any act or omission arising out of the performance of the duties of such employee and such action is dismissed or results in a final disposition in favor of the employee, the Board of Education shall reimburse the employee for the cost of defending such action.

B. Assistance In Case Of Assault:

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.
2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable employee's request for information in the possession of the Superintendent relating to the incident or persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
3. When absence arises out of or from such assault or injury, the employee shall be entitled to all workers compensation provisions including N.J.S.A. 18A:30-2.1.

ARTICLE 20
TEACHER SALARY GUIDE EXPLANATION

A. Credit for up to four (4) years of military service shall be granted in accordance with the statutes.

- B. Salary shall be received in twenty equal installments for 10-month employees and twenty-four equal installments for 12-month employees and shall be paid on the fifteenth (15th) and thirtieth (30th) of each month. If either of the two dates fall on a day which is not a work day, then employees shall receive their pay on the last work day before the regular pay day.
- C. The Board shall place all paychecks in envelopes for transmittal to the employees.
- D. Movement on the salary guide shall be limited to approved graduate credits. If any advanced (graduate) degree requires undergraduate credits there will be no negative impact.
- E. To be eligible for a salary increment and credit toward longevity payments, a teacher must be paid at least ninety (90) days in the school year that the leave commences or terminates
- F. Child Study Team summer compensation shall be included in the regular yearly salary for pension purposes. The ten month base pay and summer pay will be annualized and paid over twelve months.
- G. Additional compensation for the following full time positions: child study team members, guidance counselors, department leaders and grant writers shall also be pensionable.

ARTICLE 21

EMPLOYMENT OF NON-CERTIFIED PERSONNEL

- A. Only those candidates shall be recommended for employment who are best qualified to perform the duties of the position they may fill without regard to race, sex, religion, age, ethnic background or other conditions unrelated to the position.
- B. Non-certified employees shall be employed on an annual contract basis with the provision that renewal is a prerogative of the Board. It is understood and agreed that the Board shall not arbitrarily non-renew employees.

- C. The Board shall not provide tenure status to any employee except as it may by statute be required. No employee who is ineligible for statutory tenure shall acquire contractual tenure.
- D. Full-time paraprofessional will be entitled to seniority. Seniority is determined from the initial date of employment with the Board for non-certified members of the Association covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharge for cause, irrespective of whether he/she is subsequently rehired by the Board. In the event of a RIF, seniority shall be the determinative factor.
- E. Consideration will be given to hourly paraprofessional when applying for a full-time position.

ARTICLE 22
EMPLOYEE - JOB RELATED EXPENSES

- A. The Board will provide for the payment of the reasonable and necessary expenses, including traveling expenses, of any employee of the district incurred in the course of performing services for the district, under the direction of the Board.
- B. The validity of payments for job related expenses shall be determined by the School Business Administrator. The use of a personal vehicle shall be considered a legitimate job expense if travel is authorized in advance by the immediate supervisor and/or the Business Administrator.
- C. Whenever the vehicle of an employee is damaged as a result of a collision or accident, the district shall pay only those costs not reimbursed by the insurance carrier.
- D. Reasonable and necessary expenses incident to attendance at functions outside the district shall be reimbursable to the employee if such events have as their purpose programs which will improve the operation of the district or such events have programs which will benefit the employee in the performance of assigned district duties. Expenses for attendance at approved events will be reimbursable to the employee in full.

E. An employee seeking payment for the expenses described in this Article shall submit a voucher to the business administrator complying with the following:

1. Each request shall detail the reasons for the expenditure, not be labeled in broad general terms;
2. In all instances of travel reimbursement full itemization of expenditure shall be required.

ARTICLE 23 **MISCELLANEOUS PROVISIONS**

A. Printing of the Agreement:

The expense for printing copies of this Agreement shall be shared equally by the Association and the Board. The printed format and the number of copies shall be determined by mutual agreement. The Agreement shall be presented to all employees currently and hereafter employed.

B. 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, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Cumberland & Joy Streets, Gloucester City, NJ 08030.
2. If by Board, to Association at the school in which the current Association President is employed.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

D. The Board and Association agree there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital or handicapped status.

ARTICLE 24
REPRESENTATION FEE

A. The provisions of this Article only apply to individuals hired after the execution of the 1989-1992 Agreement.

B. Purpose of Fee:

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee:

1. Notification:

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

2. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum

allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

D. Deduction and Transmission of Fee:

1. Notification:

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

2. Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid ten days after receipt of the aforesaid list by the Board.

3. Mechanics:

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

4. Changes:

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

5. New Employees:

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

The list will include names, job titles and dates of employment for all such employees.

ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

GLOUCESTER CITY EDUCATION
OF
ASSOCIATION

GLOUCESTER CITY BOARD
EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Date

Date