

Prepared: August 18, 2004

AGREEMENT

BETWEEN

THE

BOARD OF EDUCATION OF GREENWICH TOWNSHIP  
COUNTY OF WARREN, NEW JERSEY

AND

THE

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

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EFFECTIVE JULY 1, 2004 THROUGH JUNE 30, 2007

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RUDERMAN & GLICKMAN, P.C.  
467 Morris Avenue  
Suite 100  
Springfield, NJ 07081  
973-467-5111

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ARTICLE I

RECOGNITION

A. The Board does hereby recognize the Greenwich Township Education Association as the exclusive negotiating agent and official representative for the teachers, special classroom teachers, special services team, and school nurse in the Greenwich Township School District.

B. Unless otherwise indicated, the term, "teachers" when used hereinafter, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

WSP  
AMM

proposals and counter-proposals and agree upon the final contract.

2. This contract shall not become valid until ratified by both the Association and the Board.

D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

E. The Board agrees that the negotiation procedure set forth in this Article shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened, if necessary, to comply with the time requirements in making or processing applications under the relevant federal or state laws.

F. 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.

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C. Rights of Teachers to Representation

1. Any aggrieved person may be represented by himself/herself or, at his/her option, with a representative selected or approved by the Association at all stages of the Grievance Procedure. The aggrieved party must be present at all stages unless his absence, due to illness or emergency situations, is acceptable to both the Board and the Association. In this case only the designated representative must be present. In the case of a grievance affecting a group of teachers, only the designated representative(s) must be present. When a teacher 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. 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 of any member of the Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. The Superintendent will answer the grievance in writing to the Association within fifteen (15) school days of receipt of the written grievance.

Step Three: If a grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Board within fifteen (15) school days. The grievance submission at this Step shall include copies of all previous correspondence relating to the matter in dispute. The Board shall respond, in writing, to the grievance within fifteen (15) school days after receipt of the submission.

Step Four: If a grievance is not settled through Steps One, Two and Three, the Association has the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within fifteen (15) school days after receipt of the Board's response. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses, including, but not

herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. The Board shall make available to the Association any appropriate information necessary to investigate the grievance. This shall be done within fifteen (15) school days so as not to delay or impede the process.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Teaching Day

1. The maximum teacher day shall consist of six and two-thirds continuous hours. Maximum pupil contact time shall consist of five and two-thirds hours per day or 1700 minutes per week for full time instructors and an appropriate ratio of time per week for instructors employed on a part time basis. Effective July 1, 2004 maximum teacher work year shall consist of one hundred eighty-four (184) days, although the student year shall not exceed one hundred eighty-one (181) days.

2. The faculty shall arrive no later than ten (10) minutes prior to homeroom period and shall leave no earlier than ten (10) minutes after dismissal begins.

3. Each teacher shall have a one-half hour, duty free lunch period each working day.

4. There will be no more than thirty (30) non-supervisory, after school functions assigned to teaching staff members by the Superintendent or Board of Education. The duration of said functions shall begin no later than five (5) minutes after the close of the pupil day and lasting no more than one (1) hour. Prior notification of three (3) days shall be given for each after school



b. Additional supervisory functions will be compensated at the rate of \$31.00 per hour. Effective July 1, 2005, the rate of compensation shall be increased to \$32.00 per hour. Effective July 1, 2006, the rate of compensation shall be increased to \$34.00 per hour. Said functions to be filled on a voluntary basis. Volunteers to be selected by the Superintendent.

C. Tutoring

1. Tutoring within the Greenwich Township School District would be provided for those students, on a group or individual basis, in need of additional academic support.

2. Student selection for after-school tutoring would be based upon the following criteria:

- a. Teacher recommendations
- b. An indication, on the mid-marking period progress report, that the student is failing or in danger of failing a given subject.
- c. Parent and/or student request for additional help.
- d. Superintendent and/or other school Administrator's request.

3. Student to be tutored and length of time for tutoring must be pre-approved by the Superintendent.





equal installments of \$150.00 each, one in January and one in June.

2. The Child Study Team Coordinator shall receive a stipend of three thousand dollars (\$3,000.00) in addition to the contracted salary.

F. The Board shall be responsible for all bookkeeping in conjunction with "finances".



ARTICLE VII

SALARIES

The salaries of all teachers covered by this Agreement are set forth in Schedules "A", "B" and "C", which are attached hereto and made a part thereof.

A. 1. Effective July 1, 2004, the salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.

2. Effective July 1, 2005, the salaries of all teachers covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.

3. Effective July 1, 2006, the salaries of all teachers covered by this Agreement are set forth in Schedule "C" which is attached hereto and made a part thereof.

B. Teachers shall be paid in twenty (20) equal semi-monthly installments. Each teacher may individually elect to have any amount of his monthly salary deducted from his pay. This deduction will be forwarded to the Tri-County Federal Credit Union by the Secretary of the Board of Education, to be deposited into individual teacher accounts. Teachers may elect, by indicating in writing, to

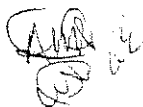


2. At the discretion of the employee, sick day retirement pay may be taken in one lump sum with their last paycheck; two equal payments, the first being paid with their last paycheck and the second during the month of January in the next school year; two equal payments, the first being paid during the month of January of the second school year after the employee retires and the second during the month of January in the next school year; or, three equal payments, the first being paid with their last paycheck, the second during the month of January in the next school year, and the third during the month of January in the next following school year. The employee's decision as to the method of distribution of the sick day retirement payment must be communicated, in writing, to the Board Secretary at least two (2) months before the date of retirement.

3. If a bargaining unit member dies before the entire payment is made, the remainder that is due and owing shall be paid to the bargaining unit member's named beneficiary.

F. Longevity - \$400.00 after fifteen (15) years experience, an additional \$400.00 after twenty (20) years experience, and an additional \$400.00 after twenty-five (25) years experience. To gain longevity, all experience



Schedule "A" 

YEAR 1  
2004-05


Greenwich

Salary Guide Step	BA	BA+15	BA+30	MA	MA+30
1-2	33,550	35,150	36,110	36,910	38,030
3	34,850	36,250	37,210	38,010	39,130
4	35,750	37,350	38,310	39,110	40,230
5	36,850	38,450	39,410	40,210	41,330
6	37,950	39,550	40,510	41,310	42,430
7	39,050	40,650	41,610	42,410	43,530
8	40,150	41,750	42,710	43,510	44,630
9	41,250	42,850	43,810	44,610	45,730
10	42,350	43,950	44,910	45,710	46,830
11	43,450	45,050	46,010	46,810	47,930
12	44,550	46,150	47,110	47,910	49,030
13	45,650	47,250	48,210	49,010	50,130
14	46,750	48,350	49,310	50,110	51,230
15	47,850	49,450	50,410	51,210	52,330
16	48,950	50,550	51,510	52,310	53,430
OG8	49,728	50,587	51,522	52,534	53,625
OG7	54,095	55,574	69,803	65,083	68,744
OG6	55,034			67,836	77,095
OG5	59,047			67,855	
OG4	63,323			68,044	
OG3	66,720			69,526	
OG2	70,929				
OG1	73,110				

Effective 07/01/04, off guide teachers shall be entitled to applicable horizontal compensation when they attain required credits to move to BA+15, BA+30, MA and MA+30.





Schedule "C" 

YEAR 3  
2006-07 Greenwich

Salary Guide Step	BA	BA+15	BA+30	MA	MA+30
1-2	37,085	38,585	40,285	41,885	43,485
3-4	37,635	39,235	40,835	42,435	44,035
5	38,735	40,335	41,935	43,535	45,135
6	39,835	41,435	43,035	44,635	46,235
7	40,835	42,535	44,135	45,735	47,335
8	42,035	43,635	45,235	46,835	48,435
9	43,135	44,735	46,335	47,935	49,535
10	44,235	45,835	47,435	49,035	50,635
11	45,335	46,935	48,535	50,135	51,735
12	46,435	48,035	49,635	51,235	52,835
13	47,535	49,135	50,735	52,335	53,935
14	48,635	50,235	51,835	53,435	55,035
15	49,735	51,335	52,935	54,535	56,135
16	50,835	52,435	54,035	55,635	57,235
OG10	51,935	53,535	54,735	55,835	56,735
OG9	53,035	54,635	55,595	56,395	57,515
OG8	53,819	54,672	55,507	56,619	57,710
OG7	58,180	59,558	73,588	59,166	72,828
OG6	59,119			61,921	61,090
OG5	63,132			71,740	
OG4	87,498			72,129	
OG3	70,806			73,611	
OG2	75,014				
OG1	77,195				

Effective 07/01/04, off guide teachers shall be entitled to applicable horizontal compensation when they attain required credits to move to BA+15, BA+30, MA and MA+30.



ARTICLE IX

SICK LEAVE

A. Each teacher shall receive ten (10) sick days per year. Said sick days shall be accumulative on a year to year basis when the total number of days allowed are not used within a given year.

B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.

C. When a teacher, normally entitled to sick leave, is absent as a result of an accident arising out of and in the course of employment, he/she shall receive full salary for a period of such absence up to one calendar year without having such absence charged to sick leave.

D. 1. Sick Day Bank - An accumulation of two (2) days for each of the aggregated staff shall be established. Eligibility for and the disbursement of these days shall be administered and governed by the Board or its designee, in its sole discretion. Determination of eligibility and/or disbursement by the Board or its designee shall not be subject to the grievance procedure as provided by law. These days shall not accumulate from year to year, but be recalculated and reinitiated each school year. Any staff member, as defined in Article I, Paragraph A, entitled and



ARTICLE X

TEMPORARY LEAVES OF ABSENCE

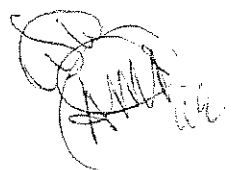
Teachers shall be entitled to the following temporary non-accumulative leaves of absences with full pay:

A. Personal Days - two (2) days leave of absence for personal legal business, household, or family matters which require absence during school hours. All requests for personal leave are to be made at least twenty-four (24) hours in advance to the Superintendent except in the case of an emergency. Applicants for such leave shall not be required to state reasons for taking such leave, other than he is taking it under this section. Unused personal Days shall be applied to accumulative sick leave.

B. Emergency Leave - A total of five (5) days per year emergency leave shall be granted when such leave is predicated upon.

1. Illness in the immediate family - maximum two (2) days immediate family means spouse, children, parents, brother, sister, grandparents, in-laws of the same relationship, and any person who has lived in the home of the instructor for a period greater than two (2) years.

2. Serious illness and bereavement - the remaining three (3) days.



D. Time necessary for persons called into temporary active duty and any unit of the U.S. Reserves or the State National Guard.

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ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. All employees shall be entitled to Military Leave in accordance with Federal and State Statute.

B. Maternity leave shall commence on the date requested by the teacher. Any teacher granted maternity leave without pay may, at the employee's discretion, elect to use twenty (20) days prior to and/or twenty (20) days after the child's birth, of said employee's sick leave during the period of such absences and receive full pay and benefits for the same. Any teacher shall, upon request, be restored to a teaching position. In addition, maternity leave shall not exceed twelve (12) months. However, if for any reason the maternity leave should cause a disruption of classroom continuity by said instructor returning to the class assigned, an extended leave of up to fifteen (15) months may be granted. This decision shall be left to the discretion of the Board of Education and be classified as Child Care Leave.

C. 1. Upon return from leave granted pursuant to Sections A and B of this Article, a teacher shall be considered as if said person were actively employed by the Board of Education during the leave and shall be placed on the salary schedule at the level said person would have



ARTICLE XIII

PROFESSIONAL GROWTH

A. All employees shall be provided opportunities for development of increased competence beyond which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for professional staff shall be especially rich and varied.

B. The Superintendent shall encourage the staff with opportunities in areas such as the following:

1. Visits to other classrooms and other schools.
2. Conferences involving other personnel from the district, county, state, region or nation.
3. Membership on committees.
4. Training in classes and workshops.
5. Further training in institutions of higher learning.

C. Each teacher shall be reimbursed at the IRS reimbursement rate per mile for mileage to and from workshops or visitations, and for workshops required by the Board of Education through the Superintendent. Reimbursement shall also include any functions where attendance is either mandated and/or requested when paid

3. Thirty percent (30%) of the money shall be distributed for summer courses, defined as courses occurring (started and completed) in the months of May, June, July or August. Thirty-five percent (35%) of the money shall be distributed for fall courses, defined as courses occurring (started and completed) in the months of August, September, October, November and December). Thirty-five percent (35%) of the money shall be distributed for spring courses, defined as courses occurring (started and completed) in the months of January, February, March, April or May. If in summer, fall and/or spring excess funds exist, then that money will be reserved for distribution in June to those who qualify. "Qualify" shall be defined as those employees who applied for tuition reimbursement during the current fiscal year but were not reimbursed for the full amount. The Business Administrator and the Association's designee shall meet to agree on the distribution of excess funds.

4. Summer grades must be submitted to the business office by September 30 for payment in October. Fall grades must be submitted to the business office by January 31 for payment in February. Spring grades must be submitted to the business office by June 15 for payment by the end of June.



ARTICLE XIV

INSURANCE PROTECTION

A. The Board of Education, after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board of Education shall pay the full premium for each full time teacher and, in cases where appropriate, for family plan insurance coverage. In the case of a part-time employee, the Board of Education shall pay pro-rated insurance premiums determined by a percentage rate equal to the percentage of full-time employment.

B. For each teacher who remains in the employ of the Board of Education for the full school year, the Board of Education shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, in accordance with policies as established by the insurance carrier.

C. The Board of Education will pay the cost of the current health benefits program. (Teachers are minded of the modified plan requiring mandatory second opinion and pre-admission certification.) For all teachers hired on or after July 1, 1998, the Board of Education will pay the cost of the PPO program. New teachers may elect to pay the



clear description of conditions and limits of coverage as listed above.

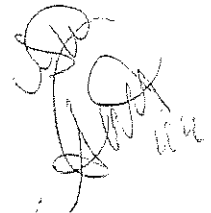
F. Employees (up to 25% of the bargaining unit), on an annual basis, may elect to "opt out" of the Board's insurance coverage. Any employee choosing to "opt out" of the Board's insurance coverage shall be entitled to receive compensation at the end of the school year in an amount equal to twenty-five percent (25%) of the premium cost. If, during the school year, the employee chooses to "rejoin" the Board's insurance coverage, the year end compensation shall be prorated accordingly.



ARTICLE XVI

SCHOOL CALENDAR

A committee of three (3) members of the Association shall be appointed by the Association to recommend and consult with the Superintendent in forming a school calendar for the period of September 1<sup>st</sup> through June 30<sup>th</sup>. Said consultation shall occur on or before May 1<sup>st</sup> or fifteen (15) days before Board action on said calendar. Final approval of the calendar must be made by the Board of Education. The Board of Education reserves the right to revise the calendar as conditions warrant.

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shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Copies of this Agreement shall be printed at the expense of the Board of Education within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employer or considered for employment by the Board of Education.

F. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so in writing to the appropriate person(s) at the following address:

1. If by the Association, to Board of Education Secretary or President.
2. If by Board of Education, to Association at Stewartsville Elementary School or Greenwich School.

G. Teachers agree to indicate their presence in the building by initialing a sign-in sheet. It will not be necessary to place time on the sheet.



ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007. 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. This Agreement incorporates and finalizes all the areas of negotiation heretofore discussed between the parties hereto and contains the complete and final understanding between the said parties as to this negotiated contract.

IN WITNESS WHEREOF, the said parties caused this document to be signed by their proper corporate officers and caused their corporate seal to be hereto affixed.

GREENWICH TOWNSHIP BOARD OF EDUCATION

BY: [Signature]

DATE: 9/2/04

ATTEST:

[Signature]  
Annette Edmonds, Bus. Admin/Bd. Sec.

DATE: 9/2/04

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

BY: [Signature]

DATE: 9/2/04

ATTEST:

[Signature]

DATE: 9/2/04