

2629

CONTRACTUAL AGREEMENT

BETWEEN

GREENWICH TOWNSHIP BOARD OF EDUCATION

AND

SUPPORT STAFF

OF THE

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 1995 TO JUNE 30, 1998

GREENWICH TOWNSHIP BOARD OF EDUCATION

David Salvatore, President
Joseph Capasso, Vice-President
Frank Minniti
Frank P. Leone
Celia Sorbello
Carmel Morina
Fred Weber

ADMINISTRATIVE STAFF

William F. Carpenter, Superintendent
Nancy Lynn Cox Myers, Principal
T. William Porreca, Principal
Nicholas Gironi, Board Secretary/Business Administrator
Lois Handzus, Director Special Services

BOARD SOLICITOR

Alan R. Schmoll, Esq.

NEGOTIATIONS COMMITTEE

Frank Minniti
Joseph Capasso
Carmel Morina

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

Robert Fetty, President
Bobbie Magazu, Vice-President
Joan Carty, Corresponding Secretary
Carol Yandach, Recording Secretary
Jeanne Donovan, Treasurer

NEGOTIATIONS COMMITTEE

Lori Chiavoroli, Chairperson
George Schreyer, Chairperson
Judith Tusler, Chairperson

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Article I - PREAMBLE

This Agreement, entered into by the Greenwich Township Board of Education, hereinafter called the "Board", and the Support Staff of the Greenwich Township Education Association, hereinafter called the "Support Staff", represents and incorporates the complete and final understandings on all topics that were or could have been the subject of negotiations. The parties are bound only by the express language of this Agreement.

Article II - RECOGNITION

- A. The Board recognizes the Greenwich Township Education Association as the exclusive representative for the purposes of negotiations as defined in Chapter 123, New Jersey Public Laws of 1974, for the following full-time, salaried employees, known as the Support Staff: Custodial, maintenance, secretarial/clerical personnel, and classroom aides.
- B. But excluding: Supervisory personnel; confidential employees, including secretary to the Superintendent and personnel working directly in the Business Office; teachers; bus drivers; cafeteria workers; and substitute, part-time hourly and/or summer employees.
- C. The provisions of the Agreement shall be applied to all employees covered by it without discrimination on account of age, sex, race, color, creed, or national origin.

Article III - DURATION

- A. This Agreement shall be effective July 1, 1995, and terminate June 30, 1998, provided that no successor Agreement has been adopted by that time, the terms of This Agreement shall remain in force until a new Agreement is ratified.
- B. This Agreement may be amended by mutual consent through an instrument in writing duly executed by both parties. Any amendment made thereto shall be binding on both parties from its agreed effective date.

Article IV - DEFINITIONS

- A. Unless otherwise indicated, the term "employee(s)", when used in this Agreement, refers to Support Staff.
- B. All references to male employees include female employees.

Article V - NEGOTIATIONS

Both the Support Staff and the Board retain the right to approve or reject any tentative agreement reached by their respective committees. Any such tentative agreements in part or whole, reached by their committees are binding only after being reduced to writing, ratified by the Support Staff, adopted by the Board and signed by representatives of the Support Staff and the Board.

Article VI - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, reasonable information which may be necessary for the Association to process any grievance or complaint.
- B. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.
- D. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building Principal. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building Principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- E. The annual dues figures are to be given to the Business Office no later than September 1 of each year in order for the deductions to start with the September payroll.
- F. The Association shall refrain from using school equipment and supplies for demonstration or job action.

G. Representation Fee:

1. **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.
2. **Amount of Fee/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.
3. **Deduction and Transmission of Fee**
 - a. **Notification**
On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay representation fee.
 - b. **Payroll Deduction Schedule**
The Board will deduct from the salaries of the employees referred to in Section G-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
 - c. **Termination of Employment**
If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

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

e. Charges

The Association will notify the Board in writing of any changes in the list provided for in Section G-1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. 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 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

Article VII - MANAGEMENT RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of Policy and retains the right subject only to the limitations imposed by the language of this Agreement to:

1. Direct employees of the school district;
2. Hire, promote, transfer, assign, and retain employees in positions in the school district;
3. Suspend, demote, discharge, take other disciplinary actions against employees, or to relieve employees of duty because of lack of work or for other legitimate reasons;
4. Maintain efficiency of the school district operations and determine the methods, means, and personnel by which such operations are to be conducted; and
5. Take whatever actions may be necessary to carry out the mission of the school district in emergency situations.

- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. Any criticism of Administrator or the Board shall be made in confidence and not in the presence of students, parents, teachers, or at school functions.

Article VIII - EMPLOYEE RIGHTS

- A. The Board and the Association hereby agree that employees have the right to freely organize, join, and support the Association, its activities and affiliates for the purpose of engaging in collective negotiations. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of these rights.
- B. Whenever any employee is required to appear formally before the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided that such pins or other identification shall be in good taste.
- D. Any criticism of an employee's job performance shall be made in confidence and not in the presence of students, parents, other employees, or at public gatherings except to the extent such confidence is contrary to law.

Article IX - EMPLOYMENT

- A. Employees shall be notified of their employment status for the ensuing year by June 30, except classroom aides who shall be notified at the same time as teachers.
- B. Either the employee or the Board may terminate employment providing two (2) weeks notification is given and such termination is in compliance with appropriate statutes.

- C. In the event of any reduction in non-tenured force, seniority and satisfactory job performance shall be the criteria for determining such reduction. Recall shall be based upon the same seniority and satisfactory job performance, i.e., last reduced, first called back.
- D. All new employees except classroom aides shall serve a six (6) month probationary period of employment. If applicable, negotiated increases will be pro-rated after serving the probationary period (increases delayed because of probation are not retroactive).
- E. No new employee shall be hired into the system at a higher rate of pay than someone presently employed and covered by the current contract and salary guide with comparable experience and educational background.

Article X - WORK DAY/WEEK

- A. The normal work day shall consist of eight (8) consecutive hours which shall be according to Board Policy and shall include the following:
 - 1. A duty-free lunch break for:
 - a. Secretaries/clerical staff - 45 minutes
 - b. Custodial/maintenance staff - 30 minutes
 - c. Classroom aides - 30 minutes
 - 2. Breaks shall be as follows:
 - a. Maintenance/custodial personnel: Two (2) fifteen minute breaks--one in the first half of the work day and one in the second half.
 - b. Secretarial/clerical personnel and Classroom aides: One (1) fifteen minute break each working day.
 - (1) The times that such breaks can be taken will be identified for the employees.
 - (2) The breaks may not be combined nor are they to be taken to extend lunch/dinner break.
 - (3) Exceptions may be made by the administration with breaks rescheduled when possible.
 - 3. Secretaries' normal work hours shall be from eight (8) a.m. to four (4) p.m., with the following exceptions:
 - a. On Fridays and days immediately preceding holidays, the work hours shall be from eight (8) a.m. to three-thirty (3:30) p.m., which includes a 45-minute lunch break and one (1) 15 minute break.

- b. On days when school is not in session, the work hours shall be from nine (9) a.m. to three (3) p.m., which includes a half (1/2) hour lunch break.
- 4. Classroom aides' normal working day shall be seven (7) hours and five (5) minutes, including a duty-free lunch of thirty (30) minutes.
 - a. Classroom aides shall follow the regular school calendar. Any inclement weather days which affect the school calendar shall also adjust the work schedule of the classroom aides.
- B. A work week will normally be from Monday through Friday including holidays, vacations, personal days, etc.

Article XI - EVALUATION PROCEDURES

- A. Each employee shall be formally evaluated at least once each year using the appropriate instrument.
- B. An evaluation conference between the employee and the evaluator must be held after a formal evaluation.
- C. At the completion of the evaluation conference, the employee must sign his evaluation report. Such signature shall indicate only that the material has been reviewed.
- D. Within fourteen (14) calendar days of the evaluation conference, the employee may attach a written comment to the evaluation report. Such comment(s) shall become part of the employee's permanent file only if requested by the employee.
- E. An evaluation report may be submitted to the central office, placed in the employee's file or otherwise acted upon only after the employee has had the opportunity to attach his written comment(s) or indicated in writing that no comment(s) will be made.

Article XII - HOLIDAYS

- A. The following days are holidays:
 - 1. The Fourth (4th) of July
 - 2. Labor Day
 - 3. Columbus Day (observed Holiday)
 - 4. Thanksgiving Day
 - 5. The day after Thanksgiving
 - 6. Christmas Day
 - 7. New Year's Day
 - 8. Presidents' Day
 - 9. Good Friday
 - 10. Memorial Day
 - 11. Martin Luther King Day

- B. Holidays falling on Saturday will be observed the preceding Friday and holidays falling on Sunday will be observed on the following Monday.
- C. There shall be two (2) additional holidays which may float from year to year.
 1. They shall be identified no later than March 1 of the year preceding the fiscal year in which the holidays will be taken.
 2. They are to be designated for days when school is closed for students.
 3. All 12-month personnel shall participate in the selection of these two "floating" days with final approval by the Superintendent.

Article XIII - VACATIONS

- A. Employees, except aides, shall receive paid vacations according to the following schedule:

Completed Years of Service	Number of Vacation Days
1	5 days
2 to 4	10 days
5 to 10	15 days
11	16 days
12	17 days
13	18 days
14	19 days
15 to 24	20 days
25 to 29	25 days
30	30 days
31 or more	+ 1 day for each additional year

- B. The number of vacation days is directly related to the amount of service that an employee shall have accrued at any time during the current fiscal year (July 1 - June 30); e.g., if an employee will have completed eleven (11) years of service in November of the current year, he shall be entitled to sixteen (16) days at any time during that year (subject to certain scheduling restrictions).
- C. Schedule of Vacations
 1. Custodial/Maintenance Personnel

Vacations must be requested through the immediate supervisor and approved by an administrator. Except for an emergency situation, at least two (2) weeks of

all vacations must be taken between the close of school and Labor Day.

The scheduling of ten (10) vacation days for the contract year (July 1-June 30) must be submitted to the Supervisor by June 1 of each year.

Vacations may not be taken the week preceding or following Labor Day. No more than three custodial/maintenance personnel will be permitted to be on vacation at one time. This includes summer and all days that school is not in session. Where a conflict exists, seniority shall be the determining factor.

2. Secretarial/clerical personnel

Vacations may be taken with the approval of the employee's supervising administrator.

3. All personnel above must take their vacation days no later than December 31 after the year of eligibility. With approval of the Superintendent, this may be extended an additional sixty (60) days if circumstances warrant the extension. No vacation days may be accumulated and carried over beyond this period.

- D. Persons hired between July 1 and November 1 shall be entitled to five (5) days vacation during the remaining days in that fiscal year after they have satisfactorily completed their six (6) months probationary period.
- E. No vacation days may be borrowed from a coming fiscal year.
- F. No secretary will be required to work during winter or spring breaks.

Article XIV - SICK LEAVE

- A. Support Staff shall be entitled to twelve (12) days sick leave with pay for each fiscal year (July 1 to June 30).
- B. Unused sick leave shall be cumulative.
- C. Support Staff who begin employment in the district after the start of the fiscal year (July 1) shall receive one (1) day for every month remaining in the fiscal year, including one (1) day for the month in which employment begins.
- D. Each employee covered by this contract shall be apprised of the number of accumulated sick days by October 1, tabulated as of July 1, including the current year.

- E. When absence exceeds the annual accumulated sick leaves, the Board may pay any such person each day's salary less the cost of a replacement for a period not to exceed thirty (30) days. Such payment shall be determined by the Board on a case-by-case basis. A day's salary is 1/260 of the annual salary. Classroom aides one day's salary is 1/182 of the annual salary.
- F. Whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of an in the course of his employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. In the event there has been a Workman's Compensation Award, the salary paid to the employee shall be reduced by the amount of compensation in that award.
- G. Any member of the Support Staff excluded from work because of contract with a communicable disease in the school system will not have any accumulated sick days deducted [not to exceed sixty (60) days].
- H. Support Staff shall be paid for unused sick leave upon retirement according to the following schedule:
- a. \$15.00 per day for the first fifty (50) days.
 - b. \$20.00 per day for the days in excess of fifty (50) days.
 - c. In order to be eligible for this benefit, Support Staff shall have:
 - (1) completed twenty (20) or more years of service in the district,
 - (2) have at least fifty (50) days of accumulated sick leave.
 - d. There shall be a \$5,000.00 maximum payment.
 - e. Any Support Staff employee planning to retire shall notify the Board prior to December 1st of that school year. Any employee who fails to notify the Board prior to December will lose half of his/her monetary benefit for unused sick leave upon retirement. Retraction of the commitment to retire due to illness, personal tragedy, or unusual circumstances will be considered upon request of the employee.

Article XV - DEATH LEAVE

- A. Up to five (5) calendar days shall be granted for a death in the immediate family. This includes mother, father, sister, brother, mother- and father-in-law, wife, husband, children, grandparents, and grandchildren.

- B. One (1) day for any other member of the family shall be granted.

Article XVI - CHILD REARING LEAVE

- A. All tenured employees who become pregnant or who are adopting a child shall be eligible for child rearing leave.
- B. The date of commencement for such leave shall be at the election of the employee with the following provisions:
1. The employee shall inform the Board of the intent to take child rearing leave at least sixty (60) calendar days before commencement of such leave.
 2. Any eligible employee adopting a child may commence the leave upon receiving actual, legal custody or said child.
- C. Duration of Child Rearing Leave:
1. The duration of child rearing leave shall be no less than six (6) months but shall not exceed two (2) consecutive years.
 2. Notification to extend child rearing leave to a second year shall be given no less than ninety (90) calendar days prior to the beginning of the second year of leave.
- D. No salary shall be paid to any employee on child rearing leave, nor shall any rights or benefits accrued during the period of leave be granted. Existing employee benefits shall be restored to the employee upon return to full employment. The Board cannot guarantee the employee will return to the position vacated, but will make every effort to do so when in the best interests of the school program.
- E. If pregnancy is terminated before the term of the birth of the child, the employee may apply for termination of leave, allowing at least ninety (90) calendar days for fair notice to her replacement and for her own health. Such return must be accompanied by a certificate of physical fitness from her personal physician.

Article XVII - PERSONAL LEAVE

- A. Each employee shall be granted no more than three (3) days of personal leave of absence with pay per fiscal year, for personal business reasons.

- B. Employees who begin employment in the district after the start of the fiscal year (July 1) shall have their personal days pro-rated as follows:
1. Three (3) days for those hired between July 1 and October 31.
 2. Two (2) days for those hired between November 1 and February 29; and
 3. One (1) day for those hired between March 1 and the end of the fiscal year (June 30).
- C. Personal leave days are to be utilized for personal business that cannot be conducted outside the normal work day.
- D. Procedures:
1. An application form for personal leave must be submitted to the Superintendent for approval through the normal chain of command beginning with the immediate supervisor at least four (4) work days in advance.
 2. In cases of extreme emergency, requests may be granted immediately by the immediate supervisor, with the application being submitted through the normal chain of command, within two (2) days after the employee's return to work, in order to be paid.
- E. The unused second and third days of personal leave are accruable up to a maximum of twenty (20) days and may be used with reason provided and Board approval, for the following purposes:
1. Extensions of sick leave after annual and accumulated sick leave is exhausted.
 2. Emergency situation requiring absence from duties after annual personal days are exhausted.
- F. Each employee covered by this contract shall be apprised of the number of accumulated personal days by October 1, tabulated as of July 1, excluding the current year.

Article XVIII - LEAVE FOR FAMILY ILLNESS

- A. Leave may be taken pursuant to the New Jersey Family Leave Act. Any leave granted under the terms of this Agreement relating to the same leave available under said New Jersey Family Leave Act shall be deemed to incorporate leave under that Act.

Article XIX - SALARIES, BENEFITS, AND REIMBURSEMENTS

A. Salaries for all personnel except classroom aides are in Appendix A. The classroom aides rates are as follows:

	1995-96	1996-97	1997-98
New Employees	\$63.45	\$66.31	\$69.29
Returning Employees	81.09 (+.50)	84.74 (+.50)	88.50 (+.50)

1. Classroom aides beginning salary shall always be larger than the districts daily substitute rate of pay.
 2. After seven (7) and eleven (11) years in the district an increase of fifty cents (\$.50) per day will be paid to all classroom aides.
 3. Overtime pay determination:
 - a. An employee's hourly rate shall be calculated by dividing an individual's annual base salary by the following:

2080 hours for custodians and maintenance
1920 hours for secretaries
 - b. Base salary is annual salary exclusive of all additional remunerations/reimbursements such as overtime pay, summer premium pay, uniform, and travel reimbursement, etc.
 4. Overtime pay rate:
 - a. Overtime hours shall be compensated at a straight time hourly rate when a work week is forty (40) hours or more.
 - b. Overtime hours shall be compensated at one and one-half (1 1/2) times the hourly rate for hours worked in excess of forty (40) hours in any work week.
 - c. Overtime hours shall be compensated at two (2) times the hourly rate for hours worked on holidays. Paid holidays shall count in the calculation of overtime.
- C. The Board agrees to pay for Blue Cross, Blue Shield, Major Medical, and Rider J insurance coverage for employees and their families.

- The Board
1. Prescription Plan - Blue Cross, Blue Shield prescription card, or equivalent, with \$5.00 co-payment for the employee and, if applicable, for the family (\$0.00 co-pay for generic).
 2. Delta Dental Plan IIA - Family Co-Payment:

Preventative/Diagnostic	100%
Remaining Basic	70%/50%
All Other	50%/50%
- E. Travel reimbursement for use of personal vehicles for authorized school business shall be at the current IRS rate.
- F. Tuition reimbursement:
1. The Board shall reimburse any employee up to a maximum of two courses per fiscal year for courses related to job duties.
 2. Courses must be approved in advance by the Superintendent.
 3. Reimbursement shall be made after submission of proof of amount of tuition payment and verification of a passing grade.
- G. Substitute teacher calling: If a person is required to call substitutes, presently employed secretaries may apply for the position.
- H. Uniforms:
1. All custodial and maintenance personnel shall wear the following:
 - a. Dark blue pants and light/dark blue shirts (long\ or short sleeves).
 - b. Safety toed shoes. Exceptions to this require a doctor's directive that the wearing of safety toed shoed is harmful to the health of the individual, and must be approved by the administration.
 - c. Such other protective devices (safety glasses, gloves, knee pads, etc.) as situations warrant.

2. The Board will provide 5 sets of uniforms to each full time custodian/maintenance person for identification and safety purposes. Such uniforms will be worn in performance of their duties and failure to wear uniforms provided will result in person being sent home without pay for the day. Employee may designate shirt type (long/short sleeve). Uniforms are not mandatory in summer when school is not in session. Replacements will be provided as needed.
 - a. The Board will reimburse up to a maximum of \$50.00 per year for shoes, per person; such shall be granted only for steel-tipped shoes and shall be granted only upon submission of a receipt. If the cost is below \$50.00, reimbursement will be made for the cost as listed on the submitted receipt.
3. Uniforms are to be kept clean by the employee. Frayed, excessively worn, or permanently dirtied uniforms, as determined by the administration, shall not be permitted.
4. Uniforms damaged as a result of duties performed for the district, in spite of reasonable employee precautions, shall be replaced by the Board.
5. Other protective devices (1c. above) shall be provided by the Board at no cost to the employee.
- I. New safety protective devices such as gloves and aprons shall be available for secretaries/clerks and classroom aides to be located at machines.
- J. In the temporary absence of the immediate supervisor, the Business Administrator, or in his absence, an administrator may assign supervisory duties.
 1. Should such assignment be to an employee represented by this Agreement, compensation will be at the supervisory premium rate of \$10.00/day. The acting supervisor shall be responsible for building security, supervision of personnel, and any other duties assigned by an administrator.
 2. Such premium compensation shall be over and above any premium compensation already paid but will apply only to hours on the job and will not apply to vacations, personal leave, sick days, holidays, etc.

K. Stipend for Licenses

1. Asbestos

A stipend of \$300.00 over and above an employee's regular salary will be paid to an employee who holds a current license or certification in asbestos removal.

2. Black Seal

A stipend of \$300.00 per year will be paid to an employee who holds a current Black Seal License with the following stipulations:

- a. All new employees will be given 3 times to pass the test. Termination after third failure.
- b. All existing custodians will be "grandfathered", although existing employees may test.
- c. Must take test during the first 6 months of employment or first available testing date.

3. License

License or certification must be issued by the State of New Jersey.

A copy of the license or certificate shall be submitted each contract year and at any time during the year when the license or certificate is either renewed or altered.

Article XX - GRIEVANCES

- A. A "grievance" shall mean a claim that there has been a misinterpretation, misapplication, or a violation of this Agreement or of an administrative decision or Board Policy affecting terms and conditions of employment.
- B. A grievance, to be considered under this procedure, must be initiated within thirty (30) calendar days of the time the employee(s) knew or should have known of its occurrence.
- C. A grievance may be initiated by an employee or, if affecting a group of employees, the Association may submit such grievance. A group grievance, once resolved, may not be reopened by individuals.
- D. All grievances shall be filed on the District grievance form. This form shall be provided by the Superintendent or his designee after consultation with the Association.

- E. The grievant shall include on the form(s) all pertinent information relating to the grievance including the following:
1. The nature of the grievance;
 2. The approximate date of the alleged occurrence;
 3. Citation of the portion of the contract allegedly misapplied, misunderstood, or violated, if appropriate;
 4. The nature and extent of injury, loss, or inconvenience;
 5. The remedy sought.
- F. Any aggrieved person may be represented at all stages above the first level of the grievance procedure 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.
- G. Time Limits:
1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step.
 2. Failure to file a grievance or to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
 3. By mutual consent of the parties, time limits may be extended.
- H. Grievance Procedure:
1. Level One: Within thirty (30) calendar days of this occurrence or knowledge of its occurrence, any employee has a grievance shall discuss the matter with his immediate supervisor in an attempt to resolve the matter informally.
 2. Level Two: If the matter is not resolved, the grievant may set forth his grievance in writing to the appropriate administrator on the approved grievance form.
 - a. This appeal must be filed within seven (7) calendar days after the informal meeting.
 - b. The administrator shall communicate his decision to the grievant in writing within seven (7) calendar days after receipt of their written grievance.

3. **Level Three:** If the grievant is not satisfied with the administrator's decision, a written appeal on the appropriate form may be filed with the Superintendent.
 - a. This appeal must be filed within seven (7) calendar days after receipt of the administrator's decision.
 - b. The Superintendent shall issue a written decision within seven (7) calendar days after receipt of the appeal.
 4. **Level Four:** If the grievant is not satisfied with the Superintendent's decision, a written appeal on the appropriate form may be filed with the Board no later than seven (7) calendar days after receipt of the Superintendent's decision.
 - a. This appeal shall be made through the Superintendent who shall attach all the related papers and forward the request to the Board within seven (7) calendar days after receipt of the appeal.
 - b. The Board shall review the grievances and shall, at its option or at the request of the grievant, hold a hearing.

The Board shall issue a written decision within thirty-five (35) calendar days after receipt of the grievance by the Board.
 5. If the decision of the Board does not resolve the dispute and the grievance concerns the interpretation, application, or alleged violation of this Agreement, and is not excluded by the provisions of Section I (following), the Association, no later than seven (7) calendar days after receipt of the Board's decision may notify the Board, through the Superintendent, that it wishes to appeal the matter to arbitration.
- I. **Limits on Arbitration** - The decision of the Board in the following matters shall be final and shall not be subject to arbitration.
1. Any matter arising out of an alleged violation of statute or of any statute referred to in this contract.
 2. Any rules or regulations of the State Board of Education.
 3. Policies of the Board of Education or administrative decisions.

4. Any matter, which according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
5. A complaint of any employee which arises by reason of not being re-employed.
6. Any provision of this Agreement that is contingent upon the approval of the Administration or the Board of Education, if reasons are given for the failure to approve a request.

J. Arbitration

1. Within seven (7) calendar days after the notice to the Board, the Association shall request a roster of persons qualified to serve as an arbitrator from the American Arbitration Association (AAA).
 - a. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) days, the Association will request the AAA to submit a second roster of names.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) calendar days after receipt of the second roster of names, the AAA may be requested by either party to designate an arbitrator.
2. The arbitrator shall limit himself to the issues submitted and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates, adds, subtracts, or modifies the terms of this Agreement.
3. The decision of the arbitrator shall be binding.
4. The cost of the arbitrator shall be shared equally by the parties.

K. Miscellaneous:

1. These proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. All meetings and hearings shall not be conducted in public, and shall include only such parties concerned or their designated representative(s) unless required by the Sunshine Legislation of the State of New Jersey.

2. A grievant shall, during the pendency of a grievance, continue to observe all assignments and all applicable rules and regulations of employment with the Board.

Article XXI - MISCELLANEOUS PROVISIONS

- A. The commercial cost of printing this Agreement shall be shared equally by the parties and a copy of this Agreement shall be presented to all Support Staff within a reasonable amount of time after receipt from the printer.
- B. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by rules and regulations of an appropriate administrative agency, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- C. 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 may do so by telegram or registered letter to the following address:

Greenwich Township School District
Nehaunsey Middle School
415 Swedesboro Road
Gibbstown, New Jersey 08027
- D. The Support Staff shall meet one time per month (together with the Cafeteria Support Staff) with the Business Administrator for no more than 60 minutes without additional compensation, to discuss Support Staff issues. If no pending issues, no need to hold meeting.

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, this _____ day of _____, 199____.

GREENWICH TOWNSHIP BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

GREENWICH TOWNSHIP EDUCATION
ASSOCIATION, INC.

By _____
Its President

By _____
Its Secretary

APPENDIX A

SUPPORT STAFF SALARIES

Full-time shall mean employment of an eligible employee who appears on a regular payroll and who receives a salary or wages for an average of twenty (20) hours per week. It also means employment for twelve (12) months except in the case of those employees engaged in activities where the regular and normal work schedule is ten (10) months. (This pertains to existing employees hired prior to July 1, 1992.)

SECRETARIAL SALARY GUIDE FOR JULY 1, 1995-JUNE 30, 1998

95-96		96-97		97-98	
A1	18257	A1	19810	A1	21433
B2	19044	B2	20221	B2	21719
C3	19484	C3	20632	C3	22005
D4/5	19934	D4	21092	D4	22292
E6	20395	E5/6	21563	E5	22773
F7	20856	F7	22045	F6/7	23265
G8	21350	G8	22526	G8	23768
H9	21850	H9	23042	H9	24310

CUSTODIAL SALARY GUIDE FOR JULY 1, 1995-JUNE 30, 1998

95-96		96-97		97-98	
A1	21225	A1	22173	A1	23170
B2	21665	B2	22613	B2	23610
C3	22115	C3	23063	C3	24060
D4	22575	D4	23528	D4	24520
E5	23044	E5	23992	E5	24990
F6/8	23514	F6	24462	F6	25460
G9/11	23984	G7/9	24932	G7	25930
H12/14	24453	H10/12	25401	H8/10	26400
I15/16	24922	I13/15	25870	I11/13	26870
J17	25650	J16/17	26598	J14/16	27600
K18/20	27466	K18	28414	K17	29410
L21/22	29329	L19/21	30277	L19	31280
M23+	30944	M22+	31892	M20+	32890

MAINTENANCE SALARY GUIDE FOR JULY 1, 1995-JUNE 30, 1998

95-96		96-97		97-98	
A1-5	27885	A1-5	28833	A1-5	29828
B6-10	31885	B6-10	32833	B6-10	33828
C11-15	35885	C11-15	36833	C11-15	37828
D16+	39885	D16+	40833	D16+	41828

CUSTODIAL/MAINTENANCE SALARY GUIDE FOR JULY 1, 1995-JUNE 30, 1998

95-96		96-97		97-98	
A1	25320	A1	26267	A1	27263
B2	25575	B2	26523	B2	27518
C3	25821	C3	26769	C3	27764
D4+	26057	D4+	27005	D4+	28000