AGREEMENT

between

THE EAST GREENWICH EDUCATION ASSOCIATION, INC.

and

THE BOARD OF EDUCATION OF EAST GREENWICH TOWNSHIP GLOUCESTER COUNTY, NEW JERSEY

JULY 1, 2005 through JUNE 30, 2008

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PREAMBLE

This Agreement is entered into this 1st day of **July, 2005**, by and between the Board of Education of East Greenwich Township, New Jersey, hereinafter called the "Board", and the East Greenwich Education Association, Inc., hereinafter called the "Association", and pertains to the terms and conditions of employment of certified professional employees and support staff members as specified in Section One, Article 1, Section A.

ARTICLE 1 RECOGNITION AND DEFINITIONS

A. Recognition

The Board hereby recognizes the Association as the representative for collective negotiation concerning grievances and terms and conditions of employment for all regularly employed non-administrative, non-supervisory, and non-confidential certificated professional employees and support staff employed as aides, or in food service, or custodial position classifications.

B. Section ONE of this agreement pertains to the association and to all employees in the bargaining unit.

Section TWO of this agreement pertains only to certificated professional employees (teachers).

Section THREE of this agreement pertains only to support staff.

C. Definitions

- 1. "Employee(s)": Person(s) represented by the Association in the negotiating unit as above defined; references to male employees shall include female employees.
- 2. "Teacher(s)": Certificated professional employee(s).
- 3. "Support Staff": Employee(s) in aide, food service, or custodial position classifications.
- 4. "Ten month employee(s)": Employee(s) not scheduled to work each week during the summer nor on most other days on which students are not in attendance.
- 5. "Eleven month professional employee(s)": Employee(s) scheduled to work the teacher's calendar during the school year. The eleven-month contract will run from July 1 through July 15 and from August 16 through June 30, except for those holidays designated by the Board.
- 6. "Twelve month custodial employee(s)": Employee(s) scheduled to work each week including during the summer and during other weeks that students are not in attendance.

ARTICLE 2 NEGOTIATION PROCEDURE

- A. Negotiations shall commence in accordance with the timetable established by PERC.
- B. Any Agreement so negotiated shall be reduced to writing. Ratification of said Agreement shall be subject to the approval of the appropriate constituent body of each party.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE 33 ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings. The Administration shall be notified in advance, in writing, of the time and requested place of all such meetings and the Administration's approval must be obtained in advance of such meeting(s).
- B. Association officers, committees, representatives, and members will not conduct Association business during work hours, without specific authorization from the Superintendent. County or Regional, State, and National Association representative(s) shall secure the permission of the Superintendent before visiting a work location or meeting with an employee or group of employees during work hours.

C. Announcements and Bulletin Boards

- 1. Posters and announcements pertaining to the Association affairs will not be posted on bulletin boards in any area normally accessible to the public or the pupils unless such have first been approved by the Superintendent.
- 2. The Association shall have in each school building, the exclusive use of a bulletin board normally placed in the teachers' workroom. Copies of materials to be posted on such bulletin boards shall be given to the Principal, but no approval shall be required for posting.
- D. The Association shall have the privilege, with the approval of the Administration, to use school facilities and equipment, including typewriters, computers, copy machines, and other duplicating/communication equipment and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association agrees to reimburse the school district for the actual cost of supplies used, and for any repairs to equipment necessitated as a result of such use.

E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes as it deems necessary, and without approval of the administration. Copies of material for general distribution shall be given to the Superintendent. The Association will indemnify and hold the Board harmless against liabilities arising out of the Association use of inter-school mail.

ARTICLE4 BOARD RIGHTS

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, in accordance with applicable laws and regulations

- a) to direct employees of the school district,
- to hire, promote, transfer, assign, and retain employees in positions in the school district; to suspend, demote, discharge, or take other disciplinary action against employees,
- c) to relieve employees from duty because of lack of work or for other legitimate reasons,
- d) to maintain the efficiency of the school district operations entrusted to them,
- e) to determine the methods, means and personnel by which such operations are to be conducted and
- f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 5 EMPLOYEE RIGHT, PRIVILEGES, AND RESPONSIBILITIES

- A. An employee shall have the right, upon written request to the Superintendent, submitted at least five (5) days in advance, to review the contents of his/her personnel file and to receive copies of a reasonable number of documents contained therein, with the exception of pre-employment letters, recommendations, and related material. The employee shall be entitled to be accompanied by an Association representative during such review.
- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written response or commentary on such material, which shall, after review by the Board or its representative, be attached to the material in the employee's personnel file.

- C. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file, which is not available for the employee's inspection.
- D. An employee who plans to terminate employment with the school district shall notify the Superintendent, in writing, at least thirty (30) days prior to the effective date of termination. Such former employee shall be afforded an opportunity to attach a response to any derogatory material, which is placed in his/her personnel file after employment terminates. A copy of such material shall be sent to the former employee at his/her last known address prior to placement in the personnel file.
- E. Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day, shall be reimbursed for all such approved travel upon submission of mileage verification to the Superintendent. The rate of reimbursement shall be established on July 1 of each year by the Board and shall reflect the rate established by the Federal Government.

ARTICLE 6 TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

A maximum of three (3) consecutive paid days at the time of death for each occurrence of death of a spouse, child, mother, father, mother-in-law, father-in-law, brother, sister of the employee, or someone who lives in the same household unit. If burial is delayed because of a weekend, a paid day may be extended to include the day of burial. Two (2) additional paid days may be granted, upon request and approval of the Superintendent, if the death is the spouse or child of the employee.

One (1) paid day for each occurrence of death of a grandparent, grandchild, grandparent-in-law, brother-in-law, or sister-in-law.

A maximum of two (2) paid days may be granted upon, request and approval of the Superintendent, for the purpose of travel if the home or place of burial of the deceased is more than 300 miles away.

A maximum of three (3) additional unpaid days may be granted upon request and approval of the Superintendent.

B. Personal Leave

Each employee who works twenty (20) or more hours per week shall be entitled to be absent with pay for up to three (3) work days each year to attend to personal, family, business, or legal matters which cannot be completed other than during

working hours. For employees hired after the ratification date of the 2002-2005 Agreement the threshold amount of hours worked per week shall be 25.

Personal days for professional staff will not be granted on days scheduled for Parent-Teacher Conferences. In an emergency, the Superintendent may waive this restriction and authorize an emergency personal day if satisfied that this restriction imposes an undue hardship.

Each part time employee who works less than (20) hours per week shall be entitled to be absent without pay for up to three (3) days each year to attend to personal, family, business or legal matters which cannot be completed other than during working hours. Support staff employed less than twenty (20) hours per week, who were employed prior to June 30, 1987, and received two (2) paid personal days will continue to receive these two (2) paid personal days. Such personal leave shall not be cumulative.

An employee needing to use such personal day(s) must request same, in writing, from the Superintendent at least two (2) days in advance. The requirement for prior written request may be waived by the Superintendent in an emergency situation.

At the end of the contract year, up to two (2) unused personal days shall be converted to sick days.

- B. The Superintendent may grant emergency leave for other reasons after careful review of the situation, such leaves must be approved by the Board President.
- C. The Board will grant temporary leaves without pay at its discretion.

ARTICLE 7 HEALTH BENEFITS PLAN

A. Health Plan

- 1. Each employee scheduled to work twenty (20) or more hours per week may enroll in the State Health Benefits Plan or in a benefits plan the Board deems to be nearly comparable. For employees hired after the ratification date of the 2002-2005 Agreement, the threshold amount of hours worked per week shall be 25. In addition, each employee who enrolls in the health benefits plan may also enroll his/her eligible dependents, if any. The Board will pay the full premium costs for the enrollment of each employee. For the enrollment of an employee's eligible dependents, if any, the Board will pay the premium for the term of this contract.
- 2. Effective July 1, 2003, the Board shall pay 100% of the single coverage premium. The Board will pay 100% of dependent coverage premium at the AETNA-US Healthcare HMO premium rate. Employees enrolling in a dependent level plan which costs more than the relevant Aetna-US

Healthcare HMO premium shall pay the difference via equal payroll deductions.

B. <u>Prescription Plan</u>

The Board shall offer the State Health Plan Prescription Drug Program to each employee and his or her dependents, for employees scheduled to work twenty (20) hours or more per week. For employees hired after the ratification date of the 2002-2005 Agreement the threshold amount of hours worked per week shall be 25. The Board will pay 100% of the employee premium for the term of the contract. For the enrollment of an employee's eligible dependents, if any, the Board will pay a maximum of \$95.00 per month for dependent coverage effective July 1, 2004.

C. <u>Dental Plan</u>

For employees scheduled to work twenty (20) or more hours per week the Board will continue the present dental coverage for the term of the contract and pay the full premium as follows annually: Not to exceed \$701.64 per employee and dependents. For employees hired after the ratification date of the 2002-2005 Agreement the threshold amount of hours worked per week shall be 25.

ARTICLE 8 GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by an employee or the Association that there has been to the grievant a loss or injury resulting from the misinterpretation, misapplication, or violation of this negotiated agreement, Board policy affecting the employee's terms and conditions of employment, and/or administrative decision affecting the employee's terms and conditions of employment.
- 2. A "grievant" is the individual making the claim.
- 3. A "party in interest" is the grievant, the Association, and any person who might be required to take action or against whom action might be taken in an attempt to resolve the claim.
- 4. The term "grievance" shall not apply to:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - (b) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; or

(c) A complaint of a non-tenured employee which arises by reason of his not being re-employed.

B. <u>Procedure</u>

- The number of days indicated at each level shall be calendar days and should be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year; and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the grievant, the time limits set forth herein may, by mutual agreement, be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 3. A grievance to be considered under this procedure must be initiated at Level One within twenty-one (21) calendar days of the time of the alleged occurrence, otherwise, it shall be considered waived.
- 4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall mean that the grievance has been dropped.

5. <u>LEVEL ONE</u>

A grievant shall first discuss his grievance with his/her designated supervisor in an attempt to resolve the matter informally.

6. LEVEL TWO

- (a) If as a result of the informal discussion at Level One the matter is not resolved to the satisfaction of the grievant, he/she shall within five (5) days set forth his/her grievance in writing to the Superintendent, specifying:
 - (1) The specific provision(s) of this agreement, Board policy(ies) or administrative decision(s) which gave rise to the loss or injury
 - (2) The nature and extent of the injury or loss
 - (3) The results of previous discussion
 - (4) Dissatisfaction with decisions previously rendered
 - (5) The relief or remedy sought.

(b) The Superintendent shall render his/her decisions in writing to the grievant within five (5) days from the date of receipt of the written grievance.

7. <u>LEVEL THREE</u>

If the grievant is not satisfied with the response of the Superintendent to the written grievance, the grievant may within ten (10) days of receipt of the Superintendent's decision appeal that decision to the Board of Education. Within twenty-five (25) days of receipt of such appeal the Board, or a committee of the Board, will hold a hearing if the grievant requests such hearing. Within ten (10) days from the close of the hearing, the Board will notify the grievant of its decision in writing.

8. <u>LEVEL FOUR</u>

- (a) If the grievant is not satisfied with response of the Board, and if the Association agrees, a Demand for Arbitration may be filed with American Arbitration Association within ten (10) days. Upon filing of such demand, the parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (b) On grievances over the interpretation, application or violation of the Agreement, the decision of the arbitrator shall be binding on the parties. On Grievances over any other matters, the recommendations of the arbitrator shall be advisory. The arbitrator shall not have the power to add to, to modify, or subtract anything from the terms or conditions of this Agreement.
- (c) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself; or, at the employee's option, by a representative selected or approved by the Association.

(d) <u>Miscellaneous</u>

- (1) It is understood that the grievant shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance, and any effect thereof, shall have been duly determined.
- (2) All meetings and hearings under this procedure shall not be conducted in public.
- (3) Decisions rendered at Level Two and Three of this procedure shall be in writing and shall be transmitted promptly to all parties in interest.

ARTICLE 9 DEDUCTION FROM SALARIES AND DIRECT DEPOSIT

A. <u>Dues Deductions</u>

- 1. The Board agrees to deduct from employees' salaries, upon receipt of signed and dated authorizations from the employees, dues of the Association and its county, state and national affiliates. The Board will also deduct from the salaries of full-time unit members only, the representation fee which is an amount equal to 85% of the dues certified by the Association. Such deductions shall be made in compliance with Chapter 233 P.L. 1969 (N.J.S. 52:14-15.9e) and under applicable rules established by the State Department of Education. Dues so deducted shall be transmitted to the Association. The Association shall notify the Business Administrator in writing by October 15th each year of the proper fee amounts to be deducted.
- 2. The Association shall certify to the Board, in writing, the current rate of its unified dues, and shall notify the Board, in writing, of any change in dues at least 45 days prior to the effective date of such change.
- 3. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken by the employer in conformance of this provision.
- B. The Board shall continue to make available to employees a tax deferred annuity program.
- C. Each employee may elect to have ten (10) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee or his/her estate in equal amounts on July 15 and August 15, or upon death or termination of employment, if earlier.

D. Direct Deposit

- 1. On the 15th of the month which is at least 30 days after ratification of the 2002-2005 agreement, a direct deposit plan will be instituted. Each employee shall have the option to participate in it.
- 2. If the District's bank's or any payroll service it uses has no direct deposit procedure at any time in the future, this plan will not be in effect. If the District's bank's policy or the District's payroll service policy on direct deposit requires some minimum number of participants and said minimum is not reached, this plan will not be in effect.

- 3. The Board is not responsible for the participation or non-participation of an employee's bank. The banks to which checks may be deposited directly by the current District's bank are part of a national system, of which many, but not all banks are a member.
- 4. There is an understanding between the parties that the direct deposit system may require an earlier "turn-around" time with respect to District business office completion of information in order to get records to the District's bank in time for direct deposit to the employee's bank. Therefore, some payments to an employee may be delayed beyond the current parameters.
- 5. In addition to these agreements between the Board and the Association, the parties are bound by bank rules with respect to direct deposit. If the District's bank changes, the parties are bound by the new bank's rules.
- 6. The Board will follow its normal procedures for the posting of the payroll. Delays resulting from an employee's bank schedule, or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
- 7. The employee will be permitted one bank change during the July 1 through June 30 period in any year.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. 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 or applications shall continue in full force and effect.
- C. The Association and the Board shall each pay 50% of the cost for preparation, including materials, for the contract by a mutually agreeable party. The Agreement shall be presented to all employees employed during the term of the contract.

SECTION ONE - ALL EMPLOYEES

- D. 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; the Association shall contact the Superintendent; the Board shall contact the Association President.
- E. Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated.
- F. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any term or condition of employment of any employee existing prior to its effective date.

ARTICLE 11 TEACHER EMPLOYMENT

A. <u>Initial Salary Guide Placement</u>

- 1. When employing a teacher with prior teaching experience, placement on the salary schedule shall coincide with years of teaching experience.
- 2. In addition to credit for previous experience, additional credit not to exceed four (4) years for military experience shall be given upon initial employment.
- 3. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.
- C. Any teacher who is reemployed following termination as a result of a reduction-inforce, or who retired due to a disability shall have previously accumulated and unused sick leave earned in the East Greenwich School District restored upon reemployment within three (3) years. Credit for accumulated and unused sick leave for other reemployed teachers shall be negotiated by the teacher and the Board upon such reemployment.

ARTICLE 12 SALARIES

A. The salary schedule effective in the district for all teachers covered by this Agreement shall be as set forth in Schedules A-1, A-2 and A-3 attached hereto and made a part hereof.

B. Pay Periods

- 1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 2. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous workday.
- 3. Each teacher shall receive his final pay on his last workday in June, except in the event of an emergency.

ARTICLE 13 TEACHING HOURS, LOAD AND TEACHER WORK YEAR

A. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, or required to remain more than twenty (20) minutes after the close of the pupils' school day.

Workday shall not exceed seven (7) hours and ten (10) minutes.

Weekly time breakdown as follows:

1,500 minutes Instructional time/homeroom 200 minutes minimum prep time 150 minutes lunch 50 minutes homeroom

150 minutes a.m. and p.m. before and after school

100 minutes supplemental time

The teacher's day shall end at the close of the pupil's day on Fridays, days preceding holidays or vacations, days on which a teacher is requested by the administration to return for an evening school function, and for early closing days due to weather or other emergency.

Procedures presently in effect during early dismissal of students and teachers shall continue to be maintained to insure adequate student supervision.

- B. All teachers shall have a minimum of one-half (1/2) hour duty-free lunch period each day. Under normal conditions, teachers may leave the building during their duty-free lunch periods, provided the school office has been notified in advance, and no emergency condition exists which would require teachers' presence in the building during the lunch period.
- C. The notice of and agenda for any faculty meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. When meetings are called for all faculty, an Association representative may speak to the teachers during such meeting for up to ten (10) minutes if a request is made in advance in writing and approved by the Administrator.
- E. The practice of using regular teachers to cover classes of other teachers will be discouraged, and whenever possible, substitutes will be obtained when it is necessary for teachers to be away from their classes.
- F. All teachers shall receive a minimum of 200 minutes of prep time in a typical workweek.

G. Effective with the ratification of the 2002-2005 Agreement, transform three (3) early release days which are used for in-service to full instruction days and add one (1) full in-service day.

ARTICLE 14 ASSIGNMENT AND TRANSFER

- A. A teacher who does not expect to return to the school district for the ensuing school year shall notify the Board of his intention by March 1.
- B. The Superintendent shall notify all teachers and the Association of all known vacancies for the next year by May 1.
- C. Teachers who desire a change in grade and/or subject assignment for the next school year, shall inform the Superintendent of such request before May 15.
- D. Teachers shall be given written notice of their class, building and room assignments for the next school year not later than June 1. In the event that changes in such assignments are made necessary after June 1, the teacher shall be notified promptly of the change and the reason therefore. Upon request of the teacher the proposed change shall be reviewed with the Superintendent.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

- A. To encourage professional growth, up to a maximum of \$1,200.00 per year will be reimbursed to fully certified teachers for graduate course work and payment for workshops and inservice programs that are directly related to the teacher's assignment for the term of this contract.
- B. In order to receive proper reimbursement, the following procedure must be followed:
 - 1. All coursework must be approved by the Superintendent prior to enrollment. The teacher will be authorized to substitute an equivalent course for an approved course subject to the Superintendent's approval.
 - 2. Reimbursement will be authorized when proof of a passing grade of "B" is submitted to the Superintendent.
 - 3. Reimbursement for Fall Semester will be made in March, reimbursement for the Spring Semester will be made in July, provided the teacher has filed his/her intent to return to teach in September. Reimbursement for summer courses is contingent upon the employee's return to work in September and payment will be made in October.

SECTION TWO – TEACHERS

- C. Registration fees for workshops and inservice programs will be paid by the Board upon the approval of the Superintendent.
- D. Benefits will not be cumulative from year to year. Benefits not exhausted in a contract year will be forfeited.

ARTICLE 16 SICK LEAVE

Sick leave is defined as absence from duty because of personal illness or injury, or exclusion because of contagious disease or quarantine. Doctor appointments for routine medical or dental examinations shall not be considered a personal illness.

- A. The regular yearly allowance for illness without loss of pay shall be eleven (11) days. Sick leave is accumulative and records of absence shall be filed with the Business Administrator/Board Secretary.
- B. Teachers who work a full school year are guaranteed eleven (11) days paid sick leave. Those who are employed less than a full school year are guaranteed a proportionate amount of sick leave.
- C. After all accumulated sick leave is exhausted, a teacher who has achieved tenure will be allowed an additional ten (10) days. During this time, the teacher will be subject to the deduction of the substitute's salary.
- D. The administrator has the right to require a doctor's certificate for any teacher who is absent due to personal illness or injury.
- E. One-twentieth of the monthly salary shall be deducted from any staff member when an absence is unexcused. Such deduction shall not preclude other disciplinary action.
- F. No deduction of the accumulated leave shall be levied against any teacher in the instances where deduction is made in his/her salary.
- G. Upon retirement, after twenty (20) or more years of service with the district, a teacher shall be eligible to receive \$25.00 for each accumulated and unused sick leave day, up to a maximum of \$5,500.00, provided that:
 - 1. The effective date of retirement is during the summer school recess period, and
 - 2. Teacher submits written notice of retirement to the Business Administrator/Board Secretary by the January 30th preceding the effective date of retirement.

To be eligible a teacher must apply for and be notified of eligibility to begin receiving pension payments from the teachers' pension system. Vested and other forms of delayed retirement shall not qualify.

ARTICLE 17 EXTENDED LEAVES OF ABSENCE

- A. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher may be granted an extended leave of absence without pay, not to exceed two years. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits.
 - 1. The Board retains the right to place a teacher on medical leave for any one of the following reasons:
 - (a) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.
 - (b) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
 - (1) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
 - (2) the Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or
 - (3) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 - 2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent within seven (7) calendar days from the time the teacher knew of the necessity of taking the medical disability leave. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated

plans of the teacher upon termination of the medical disability leave as to him/her returning to work, resigning, retiring, or applying for another type of leave.

- 3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from a medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.
- 4. No teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph A-1-b-(3), of this Article.
- 5. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of this provision.
- B. A tenured teacher may make application to the Board for a child rearing leave of absence without pay for a period of up to one (1) year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. If a tenured teacher has been on childcare leave for less than one year, a one-year extension will be granted upon request, and he/she must then return on the second September following commencement of the leave.
- C. The exact dates of medical disability and/or child rearing leaves will be arranged in consideration of both need and administrative feasibility. The Board reserves the right to regulate the commencement and termination dates of such leaves in order to preserve educational continuity.
- D. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- E. Upon return from extended leave granted pursuant to Sections, A, B, or D of this Article, a teacher whose unpaid leave began after teaching two complete marking periods (or 92 days) shall be placed on the salary schedule at the next higher level than that at which he/she was when he began the leave.

SECTION TWO - TEACHERS

- F. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.
- G. All extensions or renewals of leaves may be applied for and granted in writing. Requests for extensions are to be made to the Superintendent at least sixty (60) days prior to the beginning of the extension. Extensions and renewals may be granted at the discretion of the Board.

ARTICLE 18 TEACHER FACILITIES

- A. The Board shall make every effort to provide each teacher with suitable lounge and work-study areas as well as teacher dining facilities.
- B. The Administration will meet with representatives of the Association at a mutually convenient time to consider and discuss improvements in teaching and teacher facilities which affect employment.

ARTICLE 19 MISCELLANEOUS

A. The Association represented by its president, two (2) teachers from Jeffrey Clark Building and two teachers from Samuel Mickle Building shall meet with the administration, normally once a month during the school year, or more often if mutually agreed, to review and discuss current district-wide problems and practices.

This Committee's function shall not be to impede the right of the Administration to appoint appropriate committees or alter the function of any existing committees nor shall this Committee interfere with or replace negotiations or grievance procedures in this Agreement. Individual school problems and concerns will be resolved at the building level.

- B. Acceptance of an assignment requiring supervision of student teachers or other college students shall be on a voluntary basis only.
- C. Teachers shall not be required to collect money from students except for pictures and insurance.
- D. The Board will strive to minimize non-academic duties of teachers. The Association-Administration Liaison Committee shall consider and develop recommendations for Board action for reducing such non-academic duties.
- E. No teacher shall be disciplined or reprimanded without just cause.

SECTION TWO – TEACHERS

- F. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such 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.
- G. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Administrator.

ARTICLE 20 WORK YEAR AND WORKDAY

A. Work Year

- Twelve month custodial employees: The work year shall include all weekdays excluding Saturdays and those holidays which have been officially designated by the Board.
- 2. Ten Month employees: The work year for ten month employees shall include each student day and up to an additional twenty-five days when students are not in attendance.

Each ten-month employee shall be informed about his/her work year for the ensuing school year prior to September and about any changes in his/her work year, other than those caused by changes in the student calendar, at least two weeks prior to the effective date of the change, if possible.

B. Workday

The workday for each employee shall not be for more than eight hours in duration exclusive of an unpaid meal period, if any.

An employee shall be compensated for any overtime work in accordance with the requirements of the law.

ARTICLE 21 TEMPORARY PAID LEAVE

A. <u>Vacation</u>

Full-time twelve-month employees shall be credited with paid vacation leave days on the first day of the year (July 1) for use during that year. The number of days to be credited will be based on the length of each employee's continuous service to the district as a full-time twelve month employee: Employees who have completed at least one (1) but less than six (6) years of service by July 1 shall be credited with ten (10) vacation days; employees who have completed six (6) or more years by July 1 shall be credited with fifteen (15) days; employees who have completed ten (10) or more years by July 1 shall be credited with twenty (20) days.

Employees must submit written requests for the use of vacation days(s) to the Superintendent at least four weeks in advance and the Superintendent's approval must be granted before vacation day(s) may be used. However, special consideration may be given to late requests due to emergencies or other extenuating circumstances.

SECTION THREE – SUPPORT STAFF

Vacation days must be used in the fiscal year in which they are first credited to the employee, and vacation days will be granted only at time of year when their use will not interfere with normal duties and work. Payment in lieu of vacation use is prohibited.

B. Holidays

The Board shall designate at least eleven (11) holidays for each fiscal year at least thirty (30) days prior to the start of the fiscal year and twelve (12) month employees shall not suffer a loss of pay for not working on such designated holidays.

C. Sick Leave

- 1. Each ten-month support staff employee shall be granted ten (10) sick leave days each year. Twelve-month support staff employees shall be granted twelve (12) sick leave days per year. The eleventh and twelfth day of sick leave shall be subject to the same use and accumulation provisions as the ten statutorily granted days. Support staff employees who do not work a full year shall receive a prorated sick leave grant for such partial year.
- 2. Upon retirement, after 20 or more years of service with the district, a support staff employee shall be eligible to redeem accumulated unused sick time at a rate of \$15.00 per day, up to a maximum of \$3,000, provided that the employee submits written notice of retirement to the Business Administrator by the January 30th preceding the effective date of retirement.

To be eligible an employee must apply for and be notified of eligibility to begin pension payments from the public retirement system. Vested and other forms of delayed retirement shall not qualify.

ARTICLE 22 EXTENDED LEAVE OF ABSENCE

Extended leave of absence will be granted to support staff at the discretion of the Board based on individual requests.

ARTICLE 23 BOILER TENDER

Custodial/Maintenance employee's hired prior to July 1, 1999 who are required to hold a Black Seal Boilers' License shall be compensated yearly by the addition of \$550.00 to his or her base salary, after the yearly salary has been determined.

SECTION THREE - SUPPORT STAFF

ARTICLE 24 MISCELLANEOUS

In the event of a reduction in force, employees shall be retained according to district seniority within job categories, based on ability to perform job. Employees who lose jobs shall be offered reemployment if the position is reinstated within three (3) years. Employees shall retain accrued leave and salary guide status upon reemployment within three (3) years.

ARTICLE 25 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect through June 30, 2008.

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

EAST GREENWICH TOWNSHIP BOARD OF EDUCATION	EAST GREENWICH EDUCATION ASSOCIATION, INC.
PRESIDENT	PRESIDENT
ATTEST:	ATTEST:
SECRETARY	SECRETARY

SCHEDULE A-1 TEACHER SALARY SCALE 2005-2006

YEARS OF EXPER. AS OF 6/30/05	STEP	BA	+600 BA+15	+1,200 BA+30	+2,400 MA	+3,000 MA+15	+3,600 MA+30
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1	Α	38979	39579	40179	41379	41979	42579
2	В	40129	40729	41329	42529	43129	43729
3	С	41283	41883	42483	43683	44283	44883
4	D	42436	43036	43636	44836	45436	46036
5	Е	42636	43236	43836	45036	45636	46236
6	F	43122	43722	44322	45522	46122	46722
7	G	43954	44554	45154	46354	46954	47554
8	Н	44787	45387	45987	47187	47787	48387
9	I	45341	45941	46541	47741	48341	48941
10	J	45896	46496	47096	48296	48896	49496
11	K	47060	47660	48260	49460	50060	50660
12	L	48836	49436	50036	51236	51836	52436
13	М	50833	51433	52033	53233	53833	54433
14,15,16	N	53079	53679	54279	55479	56079	56679
17	N1	55429	56029	56629	57829	58429	59029
18	0	57887	58487	59087	60287	60887	61487
19	O1	60653	61253	61853	63053	63653	64253
20+	Р	63419	64019	64619	65819	66419	67019

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

SCHEDULE A-2 TEACHER SALARY SCALE 2006-2007

YEARS OF EXPER. AS			+600	+1,200	+2,400	+3,000	+3,600
OF 6/30/06	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	Α	41150	41750	42350	43550	44150	44750
2	В	42300	42900	43500	44700	45300	45900
3	С	43450	44050	44650	45850	46450	47050
4	D	44603	45203	45803	47003	47603	48203
5	Е	44803	45403	46003	47203	47803	48403
6	F	45289	45889	46489	47689	48289	48889
7	G	46121	46721	47321	48521	49121	49721
8	Н	46954	47554	48154	49354	49954	50554
9		47508	48108	48708	49908	50508	51108
10	J	48063	48663	49263	50463	51063	51663
11	K	49227	49827	50427	51627	52227	52827
13	L	51003	51603	52203	53403	54003	54603
14	M	53000	53600	54200	55400	56000	56600
15,16,17	N	55246	55846	56446	57646	58246	58846
18	N1	57596	58196	58796	59996	60596	61196
19	0	60054	60654	61254	62454	63054	63654
20	O1	62820	63420	64020	65220	65820	66420
21+	Р	65586	66186	66786	67986	68586	69186

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

SCHEDULE A-3 TEACHER SALARY SCALE 2007-2008

YEARS OF EXPER. AS			+600	+1,200	+2,400	+3,000	+3,600
OF 6/30/07	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0. 0,00,01	0.2.		2, () 0	2,1100			
1	Α	43228	43828	44428	45628	46228	46828
2	В	44378	44978	45578	46778	47378	47978
3	С	45528	46128	46728	47928	48528	49128
4	D	46678	47278	47878	49078	49678	50278
5	Е	46878	47478	48078	49278	49878	50478
6	F	47364	47964	48564	49764	50364	50964
7	G	48196	48796	49396	50596	51196	51796
8	Н	49029	49629	50229	51429	52029	52629
9	I	49583	50183	50783	51983	52583	53183
10	J	50138	50738	51338	52538	53138	53738
11	K	51302	51902	52502	53702	54302	54902
13	L	53078	53678	54278	55478	56078	56678
14	M	55075	55675	56275	57475	58075	58675
15	N	57321	57921	58521	59721	60321	60921
16,17,18	N1	59671	60271	60871	62071	62671	63271
19	0	62129	62729	63329	64529	65129	65729
20	O1	64895	65495	66095	67295	67895	68495
21+	Р	67661	68261	68861	70061	70661	71261

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year. An additional \$275 beginning with the fifteenth contract. An additional \$550 beginning with the twentieth contract. An additional \$875 beginning with the twenty-fifth contract. An additional \$275 beginning with the thirtieth contract.

SCHEDULE B-1 SUPPORT STAFF 2005-2006

		ASSISTANT	DISHWASHER/			
		COOK/BAKER,	FOOD	CASHIER/		
		ASSISTANT	SERVICE	FOOD		SPECIAL
	COOK	COOK	HELPER	SERVER	SUPERVISORY	EDUCATION
	HOURLY	HOURLY	HOURLY	HOURLY	AIDE	AIDE DAILY
STEP	RATE	RATE	RATE	RATE	HOURLY RATE	RATE
1	11.91	11.21	10.19	9.67	10.19	101.61
2	12.15	11.44	10.39	9.85	10.39	103.58
3	12.40	11.67	10.58	10.04	10.58	105.61
4	12.75	12.02	10.90	10.35	10.90	108.78
5	13.12	12.38	11.23	10.65	11.23	112.04
6	13.50	12.75	11.56	10.97	11.56	115.41
7	13.89	13.14	11.91	11.30	11.91	118.87
8	14.30	13.53	12.27	11.65	12.27	122.43
9	14.71	13.94	12.64	11.99	12.64	126.10
10	15.14	14.36	13.02	12.35	13.02	129.89
11	15.80	15.51	15.32	14.45	14.33	145.92

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

SCHEDULE B-2 SUPPORT STAFF 2006-2007

		ASSISTANT	DISHWASHER/			
		COOK/BAKER,	FOOD	CASHIER/		
		ASSISTANT	SERVICE	FOOD		SPECIAL
	COOK	COOK	HELPER	SERVER	SUPERVISORY	EDUCATION
	HOURLY	HOURLY	HOURLY	HOURLY	AIDE	AIDE DAILY
STEP	RATE	RATE	RATE	RATE	HOURLY RATE	RATE
1	12.39	11.46	10.41	9.89	10.41	102.82
2	12.63	11.69	10.61	10.07	10.61	104.79
3	12.87	11.92	10.81	10.26	10.81	106.85
4	13.22	12.29	11.14	10.57	11.14	110.05
5	13.59	12.65	11.47	10.89	11.47	113.35
6	13.97	13.03	11.82	11.21	11.82	116.76
7	14.36	13.43	12.17	11.55	12.17	120.26
8	14.77	13.83	12.54	11.90	12.54	123.87
9	15.18	14.24	12.92	12.26	12.92	127.58
10	15.61	14.67	13.30	12.62	13.30	131.41
11	16.27	15.85	15.66	14.77	14.64	147.63

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

SCHEDULE B-3 SUPPORT STAFF 2007-2008

		ASSISTANT	DISHWASHER/			
		COOK/BAKER,	FOOD	CASHIER/		
		ASSISTANT	SERVICE	FOOD		SPECIAL
	COOK	COOK	HELPER	SERVER	SUPERVISORY	EDUCATION
	HOURLY	HOURLY	HOURLY	HOURLY	AIDE	AIDE DAILY
STEP	RATE	RATE	RATE	RATE	HOURLY RATE	RATE
1	12.99	11.70	10.63	10.10	10.63	103.89
2	13.23	11.93	10.83	10.28	10.83	105.86
3	13.47	12.17	11.04	10.47	11.04	107.94
4	13.71	12.54	11.37	10.79	11.37	111.18
5	14.08	12.92	11.71	11.11	11.71	114.51
6	14.46	13.30	12.06	11.44	12.06	117.95
7	14.85	13.70	12.42	11.78	12.42	121.49
8	15.26	14.11	12.80	12.15	12.80	125.13
9	15.67	14.54	13.18	12.51	13.18	128.88
10	16.10	14.98	13.58	12.88	13.58	132.75
11	16.76	16.18	15.98	15.07	14.94	149.13

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

SCHEDULE C-1 HEAD CUSTODIAN SALARY GUIDES 2005-2006, 2006-2007 and 2007-2008

	2005-200)6	2006-2007				2007-200	8
STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*
1	15.37	31978	1	15.76	32777	1	15.88	33024
2	15.82	32914	2	16.21	33713	2	16.33	33960
3	16.30	33894	3	16.69	34717	3	16.81	34971
4	16.54	34405	4	16.94	35241	4	17.07	35498
5	16.79	34916	5	17.19	35765	5	17.32	36026

^{*} Based on 2080 hours per year. If annual hours change, annual rate will change.

The above rates include the \$.47/hour head custodian stipend.

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

^{**} The off-guide rates are for the head custodian employed as of June 30, 1999 and will not apply to future hires. A head custodian hired before June 30, 1999 who is required to hold a black Seal Boiler's License shall be compensated yearly by the addition of \$550 to his or her salary, after the yearly salary has been determined. This will not apply to future hires.

SCHEDULE C-2 ASSISTANT HEAD CUSTODIAN SALARY GUIDES 2005-2006, 2006-2007 and 2007-2008

	2005-200	05-2006 2006-2			2006-2007			2007-2008			
STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*			
1	14.35	29845	1	14.71	30592	1	14.82	30822			
2	14.77	30719	2	15.14	31486	2	15.24	31696			
3	15.21	31635	3	15.58	32404	3	15.69	32641			
4	15.44	32125	4	15.82	32906	4	15.94	33146			
5	15.67	32594	5	16.05	33386	5	16.17	33630			
OG**	21.67	45071	OG**	22.32	46423	OG**	22.99	47816			

^{*} Based on 2080 hours per year. If annual hours change, annual rate will change.

The above rates include the \$.24/hour assistant head custodian stipend.

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

^{**} The off-guide rates are for the assistant head custodian employed as of June 30, 1999 and will not apply to future hires. An assistant head custodian hired before June 30, 1999 who is required to hold a black Seal Boiler's License shall be compensated yearly by the addition of \$550 to his or her salary, after the yearly salary has been determined. This will not apply to future hires.

SCHEDULE C-3 CUSTODIAN/MAINTENANCE SALARY GUIDES 2005-2006, 2006-2007 and 2007-2008

	2005-200	6		2006-2007	7		2007-200	8
STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*
1	12.30	25582	1	12.61	26222	1	12.70	26419
2	12.66	26331	2	12.97	26971	2	13.06	27168
3	13.04	27119	3	13.35	27778	3	13.45	27981
4	13.23	27524	4	13.55	28193	4	13.65	28399
5	13.44	27950	5	13.76	28629	5	13.86	28838
6	13.63	28355	6	13.96	29044	6	14.07	29256
7	13.84	28781	7	14.17	29480	7	14.28	29695
8	14.04	29207	8	14.38	29917	8	14.49	30135
9	14.26	29654	9	14.60	30375	9	14.71	30597
10	14.47	30102	10	14.82	30833	10	14.93	31058
OG**	21.28	44253	OG**	21.79	45328	OG**	21.95	45659

^{*} Based on 2080 hours per year. If annual hours change, annual rate will change.

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.

^{**} The off-guide rates are for the custodian/maintenance staff employed as of June 30, 1999 and will not apply to future hires. A custodian/maintenance employee hired before June 30, 1999 who is required to hold a black Seal Boiler's License shall be compensated yearly by the addition of \$550 to his or her salary, after the yearly salary has been determined. This will not apply to future hires.

SCHEDULE C-4 CUSTODIAN II SALARY GUIDES 2005-2006, 2006-2007 and 2007-2008

2005-2006 2006-2007		2007-2008
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STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*	STEP	HOURLY	ANNUAL*
1	10.76	22384	1	11.03	22945	1	11.11	23117
2	11.08	23050	2	11.35	23610	2	11.43	23783
3	11.41	23732	3	11.69	24309	3	11.77	24486
4	11.75	24435	4	12.03	25029	4	12.12	25211
5	13.29	27652	5	13.62	28324	5	13.72	28530
6	13.36	27780	6	13.68	28455	6	13.78	28662
7	13.43	27929	7	13.75	28607	7	13.85	28816
8	13.50	28078	8	13.83	28760	8	13.93	28970
9	13.56	28206	9	13.89	28891	9	13.99	29102
10	13.63	28355	10	13.96	29044	10	14.07	29256

^{*} Based on 2080 hours per year. If annual hours change, annual rate will change.

Longevity bonuses in addition to base salary are given as follows:

\$275 at the beginning of the tenth contract year.

An additional \$275 beginning with the fifteenth contract.

An additional \$550 beginning with the twentieth contract.

An additional \$875 beginning with the twenty-fifth contract.