AGREEMENT BETWEEN

THE GREENWICH TEACHERS' ASSOCIATION

AND

THE GREENWICH TOWNSHIP BOARD OF EDUCATION

FOR THE PERIOD

July 1, 2022 to June 30, 2025

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AGREEMENT BETWEEN THE GREENWICH TEACHERS' ASSOCIATION AND THE GREENWICH TOWNSHIP BOARD OF EDUCATION

PREAMBLE

This Agreement is entered into between The Board of Education of the Township of Greenwich, New Jersey, hereinafter called the "Board," and the Greenwich Teachers' Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. UNIT

The Greenwich Township Board of Education hereby recognizes the Greenwich Teachers Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated teachers under contract, or on leave, employed by the Board as a teacher. The Board also recognizes the Association as the Collective Bargaining Negotiator for salaries and other benefits for the following District Personnel:

Custodian – Full and Part Time School Aides (Office, Playground, Instructional, etc.) Nurse

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all State certificated teachers represented by the Association in the negotiating unit as above defined.

ARTICLE II - NEGOTIATIONS AGREEMENT

This Agreement incorporates the entire understanding of the parties on issues which were or could have been the subject of negotiation.

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

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. All other provisions or applications shall continue in full force and effect.

Beginning not later than December 15th of the calendar year preceding the calendar year in which this agreement expires, the parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of association members' employment. Any Agreement so negotiated shall apply to all Association members, and shall be reduced to writing and be submitted for ratification by the Association and to be approved by the Board. If ratified and approved it shall be signed by both parties and will be adopted by the Board.

ARTICLE III - GRIEVANCE PROCEDURE

A. <u>DEFINITIONS</u>

- 1. **Grievance**: A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.
- 2. **Aggrieved person**: An aggrieved person is the person or persons of the Association making the claim.
- 3. Party in interest: A party in interest is the person or persons making the claim, any person selected or approved by either the Association or the Board, any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to resolve at the lowest possible level, any differences concerning the contract which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- B. If the grievance is not filed within the time limits specified within this procedure, the grievance shall be considered invalid. If the Board or it agents do not act within the time limits specified within the grievance procedure then the grievance shall be upheld in favor of the employee.

2. Year-end grievances

In the event a grievance is filed at a time that it cannot be processed through all the steps in this grievance procedure by the end of the of the last teacher working day and, if left unresolved until the first teacher working day of the following contract year, could result in irreparable harm to the party of interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon there after as practical.

- 3. Any grievance must be filed within ten school days of its occurrence. Failure to act in said ten days shall be deemed to constitute an abandonment of the grievance.
- 4. It is understood that employees 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 fully determined.
- 5. All Level 2 and 3 grievances shall be submitted on a form mutually agreed upon by the Association and the Board.

Level 1 - Informal

A teacher with a grievance shall first discuss it with the Superintendent or immediate superior with the objective of resolving the matter informally.

Level 2- Superintendent

If the subject is not resolved to the aggrieved person's satisfaction through this informal discussion, the grievance will be submitted in writing within five school days to the Superintendent, with a copy to the Association. A decision shall be rendered by the Superintendent in writing within ten school days of receipt of the written grievance.

❖ Level 3 - Board

- 1. If the grievance is not resolved to the aggrieved person's satisfaction, within ten school days the aggrieved person shall submit his grievance to the Board of Education. A copy of the written grievance called for in Level 3 shall be furnished to the Superintendent and the Association.
- 2. A hearing shall be granted at the next regularly scheduled Board meeting, provided that at least five days between the filing of the grievance at this level and the Board meeting notice is provided.
- 3. Within ten school days from said hearing the Board shall, in writing, advise the aggrieved person and the Association of their determination and shall forward a copy of said determination to the Superintendent.

Level 4 - Arbitration

1. If the final decision reached by the Board at Level 3 of the procedure is unacceptable to the association and/or the employee, the grievance may be

- submitted to arbitration within twenty school days after receipt of the Board's decision. A copy of this action shall be sent to the Board of Education.
- 2. If the grievance is not filed within the time limits specified within this procedure, the grievance shall be considered invalid. If the Board or it agents do not act within the time limits specified within the grievance procedure then the grievance shall be upheld in favor of the teacher.
- 3. Within ten school days after each such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain from said arbitrator, a commitment to serve within the specified time, request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 4. The arbitrator so selected shall confer with the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty days from the date of the close of the hearings or, if oral hearings have been waived, from the date that final statements and proofs on the issue have been submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator's authority shall be subject to New Jersey Statutes annotated or any other national, state, county, district, or local law. The arbitrator shall not usurp the functions of the Board or the proper exercise of its power under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.
- 5. A teacher, in order to process a grievance beyond Level III, must have the request for such action accompanied by the written request for such action by the Association.
- 6. No claim by a teacher shall constitute a grievable matter beyond Level III if it pertains to:
 - a. Any matter for which a detailed method of review is prescribed by law or
 - b. Any rule or regulation of the State Commissioner of Education, but not the violation misinterpretation, or misapplication of such rule or regulation or
 - c. Any matter which, according to law, is beyond the scope of the Board's authority or

- d. Any complaint of a non-tenure teacher which arises by reason of not being re-employed
- 7. The costs for this service of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.
- 8. It is understood that in acknowledging binding arbitration of disputes as above set forth, the Association and its members collectively and separately shall not cause, participate, sanction or support any strike or job action against the employing Greenwich Township Board of Education.

D. RIGHTS OF TEACHERS AND THE BOARD TO REPRESENTATION

- 1. Any aggrieved person(s) may be self-represented at all stages of the grievance procedure or optionally, by a representative selected or approved by the Association. The Association shall have the right to have a representative present as an observer, at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance by reason of such participation. Either party shall have the right to designate its own representative to participate at any stage of the grievance procedure.

E. MISCELLANEOUS

All decisions rendered at Levels 2, 3, and 4 of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

F. CONTENT OF FORM

The grievance form shall be used from Level 2 and shall contain at least:

- 1. The nature of the grievance and date of occurrence
- 2. The nature and extent of the injury, loss or inconvenience
- 3. Dissatisfaction with the results of previous discussions and decisions
- 4. Remedy sought

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representatives of the Board and the Association mutually agree to schedule negotiations or grievance proceedings within the school system during working hours, such representatives of the Association shall suffer no loss of pay.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives may be permitted to use the school building at reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held during the hours that children are in attendance. Requests for such meetings must be approved at least one day in advance by the Superintendent.

C. USE OF SCHOOL EQUIPMENT

The Association and its representatives may be permitted to use school equipment upon the approval of the Superintendent when it is otherwise not in use. The Association shall pay for the cost of all materials and supplies incident to such use.

D. BULLETIN BOARDS

The Association shall be assigned space on the bulletin board in the central office for the Association notices.

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the intra-school mail facilities and school mailboxes as it deems necessary and without the approval of the Superintendent.

ARTICLE V - TEACHER RIGHTS AND RESPONSIBILITIES

A. Rights and Protection in Representation

In accordance with the existing laws, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the organization or Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey or the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, participation in any activities of the association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. No Restriction of Rights Under the Law

Nothing contained herein shall be construed to deny or restrict any teacher rights provided under New Jersey school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by New Jersey law.

C. Just Cause

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

D. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association, or its affiliates.

E. Controlling Contract

Any individual contract between the Board and an individual teacher, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Required Meetings or Hearings

Whenever any employee is required to appear before the principal or his designee, Board committee member, representative or agent thereof concerning a disciplinary 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 meeting or interview.

H. Trips Beyond the School Day

For any trip that extends more than seven (7) hours past the regular school hours, staff affected will be compensated with an additional Personal Day the work day immediately following the trip.

ARTICLE VI-- TEACHER WORK YEAR, TEACHING HOURS and LOAD

A. Work Year

The calendar shall consist of 180 Student Instruction days plus five (5) inservice days for all teachers except new first-year teachers who may be required to report for two (2) additional in-service days (seven (7) total). One full or two half days before the start of the students' school year shall be used for the preparation of classrooms and lessons.

B. Early Dismissal Days

The day immediately preceding the Thanksgiving, Christmas or Easter breaks will be a one-session (4 hour, 20 minutes) school day.

C. Arrival and Dismissal Time

A teacher's workday shall not be more than six hours and fifty minutes. The Board will provide an arrival and dismissal time for each building reflecting the six hour-fifty minute day. The times may be different for each school building. Teachers shall provide six hours per day of student contact time. Teachers shall be permitted to leave no later than five minutes after the close of the pupils' instructional day except as provided in Section D. of this Article and on Fridays or a day preceding holidays or vacation, the teacher's day shall end at the close of the pupil's day. Teachers shall have a duty free lunch period in accordance with NJAC 6A:32-4.2-b. No lunches will begin before 10:50 a.m.

D. Faculty or Professional Meetings

Teachers may be required to remain after the end of the regular workday, without compensation, for the purpose of attending faculty or other professional meetings an average of two days each month in an academic year. In house meetings on full session days shall begin within fifteen minutes of student dismissal time and shall run no longer than sixty minutes. If additional time is needed, students shall be dismissed early. A schedule of these meetings will be developed by the Chief School Administrator and distributed to the staff no later than September 15 of the academic year. It is understood that this schedule will have to be adjusted due to the school calendar, the required attendance of teachers at evening activities, or any other unforeseen circumstances.

E. Changeability

Both parties recognize that the Board may change the starting time of the School day in future years as need arises without changing the length of the instructional day as discussed in paragraph C. of this section.

F. Leaving Building

Teachers may leave the building without requesting permission during their scheduled duty free lunch periods. They shall inform the office of their intent to leave and sign out on the sheet provided.

G. Inclement Weather

Employee attendance shall not be required whenever student attendance is not required due to inclement weather, except in emergency situations.

H. Evening Functions

Teachers shall be required to attend the following evening functions:

- 1. Two Parent-Teacher Conference Nights (time limit of 6:00 p.m. to 8:15 p.m.)
 - a. The school day shall consist of an early dismissal (4hrs, 20 minutes) for students and teachers whenever teachers are required to return in the evening for parent conferences.
 - b. There will be one daytime Parent-Teacher Conference.
- 2. One "Meet Your Teacher" program
- 3. Holiday Concert**(in the building in which they work)
- 4. Spring Concert** (in the building in which they work)
- 5. Any extra or co-curricular activity coach or advisor who received a stipend will present the corresponding awards at the Eighth Grade Awards Banquet (at no charge to staff).
- 6. Graduation

Teachers will be automatically excused from asterisked (**) events provided they provide the superintendent with ten days notice that there is a conflict with a family-related event.

ARTICLE VII - NON-TEACHING DUTIES

A. Teachers shall not be required to keep money collected from students overnight.

B. Preparation Time

All teachers shall have a minimum of one hundred fifty minutes per full (5 day) school week (pro-rated for work weeks of less than five days) with increments of not less than thirty minutes for regular classroom teachers, for duty free preparation purposes, unless there is a scheduled field trip. The Superintendent shall make every attempt to schedule these events at days/times other than preparation periods for staff. This time shall be scheduled by the Superintendent. The Superintendent shall be responsible for rescheduling lost preparation time in a timely manner.

C. New Jersey State Attendance Registers

New Jersey State Attendance Registers will be kept by the Main Office with a central register. Information for same will be furnished to the office by the teachers on a prescribed form or electronic format.

D. Lunch Money

Lunch money will be collected daily by teachers and sent to the lunchroom. Teachers will provide lunch money envelopes to students once a week or as needed. A daily lunch count form for special orders (e.g. salads) will be taken by classroom teachers.

ARTICLE VIII - TEACHER EMPLOYMENT

- A. Previously accumulated unused sick days shall be registered to all teachers who are returning from an approved leave of absence.
- B. Teachers shall be notified of their contract and salary status for the ensuing year, no later than May 15.
- C. The Board agrees to hire certificated teachers holding a certificate issued by the New Jersey Board of Examiners for every regular teaching assignment.
- D. When a new teacher is employed the following shall apply:
 - 1. Credit on the appropriate training level on the teachers' salary guide for previous outside teaching experience in a duly accredited public school, public college or university; credit not to exceed four years of military or alternative civilian service required by the Selective Service System; credit not to exceed three years of service for Peace Corps, VISTA, or National Teacher Corps; work and time spent on a Fulbright Scholarship may be granted to a teacher upon initial employment.
 - 2. Upon initial employment, credit for non-public school or college teaching may be granted to a teacher. This amount of credit initially granted shall be retained in the implementation of the teacher's salary schedule for all ensuing years.
 - 3. A new hire may not be placed at a salary level reflecting more than actual earned years of experience.

ARTICLE IX - TEACHER EVALUATION

- A. All teacher evaluations shall be done in accordance with the TEACH-NJ Act and the regulations promulgated for implementation.
- B. Teachers shall have the right to review all evaluation reports pertaining to them, and shall have the right to a copy of any such reports upon request.
- C. The contents of a teacher's personnel file shall, by right and upon request, be reviewed by the teacher. A teacher shall be entitled to have a representative of the Association present during such review. At least once every three years, a teacher shall have the right to indicate those documents and/or materials in the file, which are believed to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent and if judged to be obsolete or otherwise inappropriate to retain, they may be destroyed. If the request to remove said material from the teacher's

- personnel file is denied by the Superintendent, the teacher may then appeal to the Board of Education for such removal.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge the opportunity to review such material by signing the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within ten days of the review when the school district is open. This answer shall be reviewed by the Superintendent and attached to the file copy.
- E. No evaluation of a teacher shall be made by anyone other than authorized N.J. Certificated Administrators.
- F. 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 teacher's inspection.

ARTICLE X -- TEMPORARY LEAVES OF ABSENCE FOR TEACHERS

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

A. SICK LEAVE

- 1. Teachers who are continually employed by the Board and who are absent because of personal illness or quarantine shall be allowed sick leave with full pay for a minimum of ten days in any school year (pro-rated for teachers who are not full time). If any such teacher requires in any school year, less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized shall be cumulative to be used for additional sick leave as needed in subsequent years. The Superintendent may request medical certification of all illnesses. This practice will not normally be followed unless a teacher is absent three or more days.
- 2. Teachers shall be given a written accounting of accumulated sick leave days on or before September 30 of the school year.

B. Personal Leave

1. Three days leave of absence for personal, legal, business, household or family matters which require absence during school hours shall be granted to up to two staff members covered by this contract, at any one time. Application to the Superintendent shall be made at least two days before taking such leave (except in case of emergency). Any unused personal days shall be accrued as sick days. Part-time teaching personnel shall be

entitled to one personal day and a number of sick days in a fractional proportion to the number of days worked per week (e.g. a person who works a two day week would receive two-fifths of the ten (10) sick days per year for a total of four (4) sick days per year).

2. A temporary personal leave of absence shall be interpreted to be absence from assigned duties which by its nature is of such pressing importance that it cannot be postponed or performed after employment hours. The applicant for such leave shall not be required to state the reason for taking such leave other than it is being taken under this section, except when such request is for the day before or after a holiday or vacation. Further, temporary leaves of absence shall not be used for vacation purposes in any way.

C. Death in family:

- 1. Five (5) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's spouse, child, step-child, parents, brother, sister, grandchildren or step-grandchildren.
- 2. Three (3) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- 3. Two (2) days leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's grandparents.
- 4. One (1) day leave of absence with pay shall be allowed for death of a teacher's or a support staff (covered by this Agreement with the Association) member's aunt or uncle.

D. Professional Day

Teachers shall be permitted at least one professional day with prior approval by the Superintendent and the board as per Fiscal Accountability Act of 2007.

E. <u>Serious Family Illness Days</u>

Up to five days per school year shall be granted in the event of a serious illness in the employee's immediate family. Serious illness shall be defined as a medically verified terminal illness, critical illness, accidental injury or surgery which requires hospitalization, health care facility confinement or the presence of a Board employee in the home. The immediate family will include the employee's spouse; and the employee's and spouse's children, step children, parents, siblings, grandparents, grandchildren or any member of the immediate household. These days will be non-accumulative.

F. Jury Duty

Teachers called to serve on jury duty during the school year will be paid their full salary.

G. Other: Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XI --EXTENDED LEAVES OF ABSENCE FOR TEACHERS

Illness in Family

A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the teacher's family. Additional leaves may be granted at the discretion of the Board of Education.

B. Good Cause

Other leaves of absence without pay may be granted by the Board of Education with good reason.

C. Military Leave (18A:29:11)

All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored upon return and the teacher shall be assigned to the same position which was held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

D. Public Office

The Board shall grant a leave of absence without pay to any tenured teacher for a period of either a full semester or a full year, to campaign for or serve in a public office.

E. MATERNITY/PATERNITY/CHILD-REARING LEAVE

- 1. The Board shall grant maternity/paternity leave to teachers requesting such leave in accordance with the Federal Family and Medical Leave Act as well as the New Jersey Family Leave Act. Sick leave may run concurrently with the leave granted.
- 2. A teacher anticipating a pregnancy related leave shall notify the Superintendent of the expected dates of the period of disability at least sixty days before the commencement of said leave, except in cases of medical emergency.
- During the pregnancy related leave, she will be entitled to use paid sick leave for the entire duration of the disability or until her current and accumulated sick leave days are exhausted, whichever is earlier.

- 4. Should the pregnancy related leave exceed the number of sick leave days to which the teacher is entitled, she will be placed on unpaid medical leave for the balance of the disability.
- 5. Any teacher shall be entitled to an unpaid leave of absence for child-rearing purposes for the balance of the school year in which the child is born or adopted and, if desired, for the entire or part of the following school year.
- 6. The teacher requesting a child-rearing leave shall submit such request in writing at least sixty days prior to the commencement of said leave, except in cases of emergency. Said request shall indicate the anticipated starting date and the desired date of the return, which should coincide with the beginning of the first, second, or third marking period. A change of return date may be requested by the teacher, with sixty days notice.
- 7. A teacher may utilize the Family Leave Act, which allows twelve weeks of unpaid leave with benefits, as part of their child-rearing leave.
- 8. The Board of Education shall, upon request, provide the teacher with the information needed to allow said teacher to take over payment of insurance premiums.

F. EXTENDED ILLNESS:

- 1. In the event that a tenured teacher shall have exhausted the specified annual and accumulative sick leave days because of extended illness or quarantine; the Board may grant said employee an unpaid leave of absence.
- 2. The Board reserves the right to regulate the termination date of such a disability leave in order to preserve educational continuity. When this occurs, a teacher who is on such disability leave shall be entitled to all insurance benefits during the period of actual disability according to the negotiated Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
- 3. To preserve educational continuity, any request by a teacher for early return from a disability leave will be reviewed on a case by case basis, and may be granted at the sole discretion of the Board of Education. Proper medical certification shall be required.

G. Advanced Study:

- 1. Upon written request, a leave of absence without pay for one year may be granted for study with the following stipulations.
 - a. A teacher must have completed at least five full years of continuous service in the Greenwich Township School District and be tenured.

- b. No more than one member of the teaching staff annually shall be granted such leave.
- c. Seniority will be the determining factor if more than one teacher applies for leave under this provision during the same time period. Once a teacher has been granted such leave, the teacher will move to the bottom of the seniority list for this purpose only. That teacher will become eligible for such leave again after completing another five years of continuous teaching service in the district, measured from the date of return from leave.
- d. Leaves may be taken for half a school year or for one full year.
- e. Upon return, said teacher shall be entitled to all benefits to which said teacher was entitled at the time of such leave. Said teacher shall be placed on the proper step on the salary schedule. Teachers on said leave may continue any insurance coverage (if able by company permission) by paying said cost of coverage during leave.

ARTICLE XII -PROFESSIONAL IMPROVEMENT AND ACADEMIC CAPABILITIES

A. The Board agrees to implement the following as part of this Agreement:

- 1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is directed by the administration in writing to take.
- 2. To pay a stipend of \$350 per credit up to a maximum of six (6) credits per school year for a candidate workings towards a higher degree taken to improve teaching performance in Greenwich/Stow Creek Partnership Schools or for a course taken at an accredited four year college or university,-to improve teaching performance in Greenwich/Stow Creek Partnership Schools.
- 3. Teachers will be reimbursed up to a total of \$150 per college course for the expenses of books or materials required for the college course (total of \$300 per year).
- 4. The Superintendent must given written approval prior to registration in order to be certain that the course(s) is/are related to the specific field of teaching of the teacher and is/are approved for reimbursement.
- 5. Annually is defined as the period from September 1^{st} to August 31^{st} .
- 6. First year teachers in the Greenwich Township School District shall not be eligible for such payment.
- 7. Tuition costs and material costs will be reimbursed payable one calendar year after completion of each course provided the teacher is still an official employee

of the district, upon submission to the Superintendent evidence of participation. Official proof of the successful completion of the course with a minimum grade of B and proof of tuition and materials cost are required.

- 8. Each teacher shall possess and maintain expertise in the subject area assigned as a teaching responsibility.
- 9. Each teacher shall possess and maintain the ability to implement and utilize any technological advancements that will improve the quality of instruction.
- 10. Each teacher shall keep abreast and remain fully aware of developing trends in classroom instruction and continually strive to improve instruction through developing in-depth knowledge of educational philosophy and most recent research developments in the subject area of responsibility.
- 11. Each teacher shall participate in and contribute to curriculum development.

ARTICLE XIII MISCELLANEOUS PROVISIONS

A. Separability

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.

Personal and Academic Freedom

- 1. Teachers shall be entitled to full rights of citizenship as defined in the Constitution of the United States, and therefore no religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination, with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal laws.
- 2. The personal life of a teacher is not the appropriate concern of the Board except where said personal life prevents the teacher from properly performing his assigned functions during the work day.

C. Teacher - Administration Liaison

The Association's representatives shall meet with the Superintendent during the school year to review and discuss current school programs and practices and the administration of this Agreement. Meetings may be arranged when deemed necessary by the Association or the Superintendent. The date shall be mutually agreed upon.

D. Involuntary Transfer

It is recognized that some transfer or reassignments of teacher may be made on an involuntary basis. Notification of such transfer shall be made on a person-to-person

basis. In the event that a teacher objects to such transfer or reassignment, when requested, the Superintendent shall meet with the teacher. At the teacher's option, an Association representative may be present at such meeting. Every effort shall be made to fill the position by a qualified volunteer, as determined by the Superintendent and the Board; if one is available to fill said position. The final decision shall be made by the Board.

E. Use of Buildings

The Board will establish rules for the use of buildings by outside organizations. These rules are to assure that disruption of the regular school schedule and loss of instructional time are kept to an absolute minimum

F. Staff Members' Non-resident Children

Non-Resident teachers and administrative staff of the district will be extended the professional courtesy of having their children enrolled on an annual basis as tuition-free student provided that:

- 1. They are not special education students who require additional services outside of the school district.
- 2. They are not high school students.
- 3. They have exemplary discipline records and are recommended by the superintendent.
- 4. Their enrollment will not necessitate any additional classroom personnel.
- 5. All requests shall be in writing by May 15th; a response will be given by July 31st.
- 6. Under no circumstances will the Board provide transportation to or from the district or any other educational facility

ARTICLE XIV - SALARIES

A. <u>Salary Schedule</u> The salaries of all teachers covered by this agreement are set forth in **Schedule A** which is attached hereto and made part thereof.

B. Salary Step Placement

In the absence of a step-placement guide each employee shall be raised one step to the next higher salary level step on the salary guide from the previous year's step. An employee at the highest step shall remain at the highest step for each ensuing year.

C. Method of Payment

1. Each 10-month employee teacher and support staff member covered by this Agreement shall be paid in twenty (20) equal semi-monthly installments to be paid on the 15th and the last working day of each month. Each 12-month employee shall be paid in twenty-four (24) equal semi-monthly installments to be paid on the 15th and the last working day of each month.

- 2. Any employee may elect to be paid by Direct Deposit to a banking institution of his/her personal choice.
- 3. Teachers may elect to have specified amount of money deducted and deposited into credit union of teacher's choice from their pay monthly. Teachers seeking the deductions shall notify the Board as to the amount of the deduction at the beginning of the school year. Changes may not be made during the school year.
- 4. Teachers may elect to have monies be deducted from their salaries and deposited in up to five mutually chosen tax sheltered annuity companies. Said monies shall be disbursed to the specified companies within five working days after such deductions have been made.
- 5. Hourly employees shall be required to submit time sheets on the 15th and the last working day of each month.
- 6. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- 7. Each teacher shall receive his/her final pay in June when he/she has completed the requirements for the closing of school and this has been certified by the principal.
- 8. Teachers who elect to have summer pay deducted from their pay checks shall receive two (2) equal payments. Payments shall be available to staff members on July 7 and August 7.

D. Travel

- 1. Reimbursement for travel expenses may be given to any faculty member for travel that falls outside the realm of his prescribed duties, with prior written approval of the Superintendent and, if total event is over \$150, with prior approval of the Board of Education.
- 2. Greenwich teaching staff members who are required to travel between Morris Goodwin School and Stow Creek School during the course of the school day to complete their work assignment will receive mileage reimbursement at the rate allowed by the State of New Jersey.
- 3. No teacher shall be required or expected to transport students.

E. <u>Insurance</u>

- 1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and Association and shall include the New Jersey Health Benefits Plan.

- 3. No later than the beginning of the school year, the Board shall provide to each teacher a description of the health-care coverage under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- 4. Family coverage on the above insurance programs is included.
- 5. Effective July 1, 2002, should the Board elect to terminate coverage under the State Health Benefits Plan and offer health benefits coverage with another carrier equal to or better than the State Health Benefits Plan, employees shall receive an annual payout of the lower of \$5000 or 25% of the amount saved by the employer for the year in which they elect to waive coverage under the district's medical benefits package.
- 6. The Board shall provide in 2019-20, the New Jersey State Health Benefits Plan (NJSHP) prescription drug plan or a plan that is equal to or better than that offered by the NJSHP and pay the full family premium costs for employees covered under this agreement. The Board shall provide the New Jersey School Employees Health Benefits Plan. Should the Board elect to terminate coverage under this plan, they will offer health benefits coverage with another carrier equal to or better than this plan. Prescription co-pays shall be as determined by the NJSHBP/NJSEHBP or equivalent.
- 7. A member must be employed for a minimum of twenty-five (25) hours per week to be eligible for insurance coverage
- F. Board will establish and administer a Section 125 Flexible Benefit/Savings Account and deposit \$500 per employee per year into the account to be spent for qualifying expenditures at the employee's direction. Employees will be able to voluntarily have additional pre-tax amounts deposited from their pay up to limits allowed under Section 125 Regulations for any items allowed under Section 125 with the exception that non-tenured employees are limited to \$1000 of Dependent Care. The employee will be permitted to rollover the maximum amount allowed each year under Section 125 Regulations.

G. <u>Disability Deduction</u>

The Board agrees to deduct from teachers' salaries, money for NJEA endorsed disability insurance program and the CSEFCU Plan as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such programs. Any teacher may have such deductions discontinued at any time upon sixty days written notice to the Board and the appropriate association.

H. Retirement

1. Any full-time or part-time teacher who retires according to the provisions of the Pension and Annuity Fund in order to receive immediate benefits and not merely "deferred retirement" shall receive payment for up to a maximum of 150 unused accumulated sick days at the rate of fifty dollars (\$50).

- 2. Retiring support staff will be reimbursed for up to 50 accumulated sick days at the rate of \$25.00 per day.
- 3. The teacher shall notify the Board of his/her intention to retire by January 1 to be eligible for this benefit to be paid by July 1. If the employee notifies the Board after January 1, it will result in payment of the benefit the following year on July 1.
- 4. To be eligible for payment of this benefit, the teacher must have fifteen (15) years of service in the Greenwich Township School District

Mentoring Stipends

- 1. Without state funding the Board will pay a stipend of \$275 to teachers serving as mentors. An additional \$275 will be paid by the teacher trainee.
- 2. With state funding the Board will pay a stipend of \$550 to teachers serving as mentors. Any additional funding from the state will be used to support released time and professional workshops for teachers involved in the mentoring process.

J. Extra-Curricular Activity Stipends

Teacher participation in extracurricular activities and/or sports which extend beyond the school day will be voluntary and shall be compensated with board approval. Stipend listed will be divided if more than one advisor is assigned.

ACTIVITY	2022-23	2023-24	2024-25
Teacher-in-Charge	1000	1000	1000
Testing Chair	450	450	450
Athletic Coordinator	500	500	500
Student Council Advisor	1000	1000	1000
Safety Patrol Advisor	800	800	800
Yearbook Advisor	800	800	800
Honor Society Advisor	300	300	300
Mixed Chorus	700	700	700
Chorus/Drama	800	800	800
Boys Basketball Coach	900	900	900
Girls Basketball Coach	900	900	900
Softball Coach	700	700	700
Soccer Coach	800	800	800
Field Hockey Coach	800	800	800
Away Sports Event Chaperone – requires prior CSA approval/event	\$40/event	\$40/event	\$40/event

Volleyball Coach	800	800	800
Cross Country Coach	700	700	700
Eight Grade Advisor	800	800	800
Art Club Advisor (minimum 8+ Plays & concert help)	800	800	800

The above scale holds as long as there are 15 administration-approved games or practices per sport or activity per season. Under 15 and the stipend remains 700.

ARTICLE XV ASSOCIATION PAYROLL DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its teachers dues for the Greenwich Education Association, Cumberland County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Greenwich Teachers Association, by the 15th of each month following the monthly pay period in which the deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. An association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Dues deducted are submitted to NJEA, not to the local association.

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, job titles, and dates of employment 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, or death.

ARTICLE XVI SUPPORT STAFF TERMS AND CONDITIONS

A. Full-Time Aides

- 1. Work Day Same as teachers
- 2. Work Year -Same as teachers
- 3. Sick Days Ten (10) days/year
- 4. Lunch Same as teachers
- 5. NJSEHBP or equal coverage Appropriate category of Single, H/W, or Full-Family
- 6. Section 125 Plan as described in Article XIV, F
- 7. Prescription As described in Article XIV, E-6
- 8. Personal Leave Three (3) days per year
- 9. Vacation None
- 10. Paid Holidays None
- 11. Death Leave, as per Article X,C

B. Full-Time Custodian

- 1. Work Day Eight (8) hours inclusive of lunch
- 2. Work Year Twelve (12) months, Monday through Friday
- 3. Sick Leave Twelve (12) days/year
- 4. Lunch Thirty (30) minutes paid
- 5. NJSEHBP or equal coverage- Appropriate category of Single, H/W, or Full Family
- 6. Section 125 Plan as described in Article XIV, F
- 7. Prescription As described in Article XIV, E-6
- 8. Personal Leave Three (3) days per year
- 9. Vacation
 - a. Ten (10) days per year for the first six (6) years of employment.
 - b. Fifteen (15) days per year after six full years of employment
 - c. Twenty (20) days after 20 years of employment
 - i. Vacation time will be used during July and August unless it has been approved by the Superintendent six weeks in advance during times in which the district can supply adequate replacement services.

- 10. Paid Holidays Labor Day, Veterans Day*(When school is closed for students), Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents' Day, Good Friday, Easter Monday, Memorial Day, and the Fourth of July.
- 11. Death Leave, as per Article X,C
- 12. Annual stipend of \$2,500 per year when custodian holds the Certified Educational Facilities Manager certificate
- 13. Annual stipend of \$500 per year when custodian holds the CDL with School Bus endorsement

C. Part-Time Custodian

- 1. Work Day Up to four (4) hours per day, not to exceed 19 hours per week
- 2. Work Year Assigned days during school year, and other assigned days during summer recess.
- 3. Sick Leave Ten (10) days, pro-rated
- 4. Lunch None
- 5. NJSEHBP- None
- 6. Dental -None
- 7. Prescription None
- 8. Personal Leave None
- 9. Vacation None
- 10. Paid Holidays None
- 11. Death Leave, as per Article X,C

D. Part-Time All Purpose Aide (maximum 19.5 hours per week)

- 1. Work Year Beginning with the first day of teacher attendance, the aide is required to work in September continuing each week school is open during the school year and thereafter until June 30th.
- 2. Sick Leave Pro-rated based on hours worked (statute)
- 3. Lunch Thirty minutes un-paid
- 4. NJSEHBP None
- 5. Dental None

- 6. Prescription None
- 7. Personal Leave None
- 8. Vacation None
- 9. Paid Holidays None
- 10. Death Leave, as per Article X,C

ARTICLE XVII - RIGHTS OF THE BOARD

Except as otherwise provided in this Agreement and under the provision of Chapter 123, Public Laws 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Greenwich Township School District to the extent authorized by law.

ARTICLE XVIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

SALARY GUIDE

YEAR 1

2022-23 Greenwich Teachers

Salary Guide Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	57,022	57,322	57,622	57,922	58,222	58,522
2	57,522	57,822	58,122	58,422	58,722	59,022
3	58,022	58,322	58,622	58,922	59,222	59,522
4	58,522	58,822	59,122	59,422	59,722	60,022
5	59,022	59,322	59,622	59,922	60,222	60,522
6	59,522	59,822	60,122	60,422	60,722	61,022
7	60,272	60,572	60,872	61,172	61,472	61,772
8	61,022	61,322	61,622	61,922	62,222	62,522
9	62,022	62,322	62,622	62,922	63,222	63,522
10	63,022	63,322	63,622	63,922	64,222	64,522
11	64,222	64,522	64,822	65,122	65,422	65,722
12	65,438	65,738	66,038	66,338	66,638	66,938
13	66,688	66,988	67,288	67,588	67,888	68,188
14-15	68,188	68,488	68,788	69,088	69,388	69,688
16	69,688	69,988	70,288	70,588	70,888	71,188
17	71,188	71,488	71,788	72,088	72,388	72,688
18	72,688	72,988	73,288	73,588	73,888	74,188
19	74,238	74,538	74,838	75,138	75,438	75,738
20	75,838	76,138	76,438	76,738	77,038	77,338
21	77,438	77,738	78,038	78,338	78,638	78,938
22	79,038	79,338	79,638	79,938	80,238	80,538

YEAR 2 2023-24 Greenwich Teachers

Salary Guide Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
		50 500	50,000	E0 400	59,498	59,798
1-2	58,298	58,598	58,898	59,198	•	
3	58,798	59,098	59,398	59,698	59,998	60,298
4	59,298	59,598	59,898	60,198	60,498	60,798
5	59,798	60,098	60,398	60,698	60,998	61,298
6	60,548	60,848	61,148	61,448	61,748	62,048
7	61,298	61,598	61,898	62,198	62,498	62,798
8	62,298	62,598	62,898	63,198	63,498	63,798
9	63,298	63,598	63,898	64,198	64,498	64,798
10	64,298	64,598	64,898	65,198	65,498	65,798
11	65,498	65,798	66,098	66,398	66,698	66,998
12	66,698	66,998	67,298	67,598	67,898	68,198
13	67,898	68,198	68,498	68,798	69,098	69,398
14	69,398	69,698	69,998	70,298	70,598	70,898
15-16	70,898	71,198	71,498	71,798	72,098	72,398
17	72,398	72,698	72,998	73,298	73,598	73,898
18	73,898	74,198	74,498	74,798	75,098	75,398
19	75,438	75,738	76,038	76,338	76,638	76,938
20	77,038	77,338	77,638	77,938	78,238	78,538
21	78,638	78,938	79,238	79,538	79,838	80,138
22	80,238	80,538	80,838	81,138	81,438	81,738
44	00,200	00,000	00,000	0.,0	,	

YEAR 3 2024-25 Greenwich Teachers

Salary Guide		D4:45	DA 120	B.Z.A	MA+15	MA+30
Step	ВА	BA+15	BA+30	MA	MATIS	WA.30
			- 1		20.700	04.000
1	59,590	59,890	60,190	60,490	60,790	61,090
2-3	60,090	60,390	60,690	60,990	61,290	61,590
4	60,590	60,890	61,190	61,490	61,790	62,090
5	61,090	61,390	61,690	61,990	62,290	62,590
6	61,840	62,140	62,440	62,740	63,040	63,340
7	62,590	62,890	63,190	63,490	63,790	64,090
8	63,590	63,890	64,190	64,490	64,790	65,090
9	64,590	64,890	65,190	65,490	65,790	66,090
10	65,590	65,890	66,190	66,490	66,790	67,090
11	66,790	67,090	67,390	67,690	67,990	68,290
12	67,990	68,290	68,590	68,890	69,190	69,490
13	69,190	69,490	69,790	70,090	70,390	70,690
14	70,690	70,990	71,290	71,590	71,890	72,190
15	72,190	72,490	72,790	73,090	73,390	73,690
16-17	73,690	73,990	74,290	74,590	74,890	75,190
18	75,190	75,490	75,790	76,090	76,390	76,690
19	76,730	77,030	77,330	77,630	77,930	78,230
20	78,330	78,630	78,930	79,230	79,530	79,830
21	79,930	80,230	80,530	80,830	81,130	81,430
22	81,530	81,830	82,130	82,430	82,730	83,030
	0.,3		•			

CONTRACT RATIFICATION

GREENWICH TEACHERS' ASSOCIATION	GREENWICH TOWNSHIP BOARD OF EDUCATION
	William XIR Do
President	President
Behvell	Stephen D. Barnelt
Negotiations Chairperson	Negotiations Representative
Belivell	Bref MV
Negotiations Representative	Superintendent
Lee and Shrung	Kimberly a Fleetwork Business Administrator
9/21/23 Date Ratified	September 21, 2022 Date Ratified

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning $\frac{7}{1/2022}$ thru $\frac{6}{30/2025}$

Employer	GREENWICH TOWNSHIP BOE
County:	Cumberland
Date:	2/2/2023
Name:	KIM FLEETWOOD Print Name
Title:	SCHOOL BUSINESS ADMINISTRATOR Signature