

CONTRACT
BETWEEN THE
BOARD OF EDUCATION
OF GREEN BROOK
THE TOWNSHIP OF GREEN BROOK,
NEW JERSEY
AND
THE GREEN BROOK EDUCATION
ASSOCIATION

JULY 1, 2023 - JUNE 30, 2027

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PREAMBLE

This Agreement is entered into on March 27, 2023 by and between the Board of Education of Green Brook, the Township of Green Brook, New Jersey, hereinafter called the "Board", and the Green Brook Education Association, hereinafter called the "Association".

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association as the present exclusive representative for collective negotiation concerning the terms and conditions for employment for the following regularly employed full-time and part-time personnel under contract or on leave:

Category	Positions
Faculty	Teachers Counselors Nurses Child Study Team Related Services
Aides	Classroom Aides
Custodians	Custodians
Secretaries	School Main Office Secretaries

excluding administrators, supervisory personnel, casual or seasonal employees, substitutes, lunchroom aides, and the non-certificated staff employed in the offices of the Superintendent of Schools, Director of Student Services, and the Board Secretary/Business Administrator.

B. This Agreement does not include casual or seasonal employees. By way of illustration and not by way of limitation, it does not include help employed through the C.E.T.A. or like programs, summer employment for grounds or building work, students who may be used through the C.I.E. program, substitutes, or any temporary employee utilized through a temporary employment agency.

C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. At the beginning of the final school year covered by this Agreement, and within the time prescribed by the Public Employment Relations Commission, and provided the Association remains the majority representative of the employees covered by this Agreement, the parties agree to enter into negotiations in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment.
- B. When a tentative agreement is reached on the terms and conditions of employment, it shall be embodied in writing, be presented to the parties' respective memberships for ratification, and, if ratified, signed by the authorized representatives of the Board and Association.
- C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

- A. Definitions
1. Grievance: a "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment of such employee or a group of employees.
 2. Aggrieved Person: an "aggrieved person" is an employee or employees or, in the case of a group grievance as defined in Section G.1. of this Article, the Association acting on behalf of a group or class of employees having a personal or pecuniary interest or property right allegedly adversely affected by the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions and making the claim.
 3. Party in interest: a "party in interest" is the aggrieved person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- B. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees or a group of employees from the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. The parties further agree that teachers shall, during and notwithstanding 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.

D. 1. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting his terms and conditions of employment through administrative channels. With respect to his personal grievances, he shall have the right to present his own appeal or designate representatives of the Association or other persons of his own choosing (other than representatives of a minority employee organization) to appear with him or for him at any Step in his appeal after Level 1 set forth in Section E. of this Article.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at Level 2 set forth in Section E. of this Article, or at any later level:

a. be notified in writing by the Administration that the grievance is in process;

b. have the right to be present and to present its position in writing at all hearing sessions held concerning the grievance;

c. receive a copy of all decisions rendered.

3. All grievances must be presented at Level 1 as set forth in Section E. of this Article within thirty (30) calendar days from the date the cause of the grievance occurs. In the event a grievance is filed at such time that it cannot be processed through all the levels of 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, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

E. 1. Level 1

Any aggrieved person shall discuss his grievance first with his principal or immediate supervisor in an attempt to resolve the matter informally.

2. Level 2

If the grievance has not been resolved to the aggrieved person's satisfaction at Level 1 within five (5) school days after the grievance has been discussed with the principal or immediate supervisor, he may within five (5) additional school days thereafter, either individually or through his designated representative, set forth his complaint in writing to the principal, if a teacher, aide, or a secretary, or to the Board Secretary, if a custodian. The principal or the Board Secretary shall communicate his decision in writing to the aggrieved person within five (5) school days of receipt of the written complaint.

3. Level 3

The aggrieved person may, either individually or through his designated representative, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within (a) fifteen (15) school days after receipt of the principal's written decision, or (b) not less than five (5) nor more than twenty (20) school days after filing of the grievance with the principal. If no written decision has been communicated by the principal, such written appeal must set forth the grounds upon which grievance is based. He shall attempt to resolve the matter as quickly as possible but in any event a period not to exceed ten (10) school days. The Superintendent shall confer with the aggrieved person and his designated representative. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the aggrieved person and to his designated representative, if any, and to the principal within fifteen (15) school days after receipt of the written appeal. In the event the Superintendent is also the building principal in the building where the grievance is initiated, the formal written grievance will commence at Level 3 and the Superintendent will be permitted fifteen (15) school days to attempt to resolve the grievance. The remainder of the time line remains the same.

4. Level 4

If the grievance is not resolved to the aggrieved person's satisfaction at Level 3, he may, either individually or through his designated representative, request a review by the Board. The request shall be submitted in writing through the Superintendent within (a) ten (10) school days after receipt of the Superintendent's decision, or (b) not less than ten (10) nor more than twenty (20) school days after filing of the appeal with the Superintendent if no written decision has been communicated by the Superintendent. Upon receipt of such written request, the Superintendent shall attach all related papers to it and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the aggrieved person if so requested by the aggrieved person, and render a decision in writing not later than forty-five (45) calendar days following submission of the grievance, unless all parties to the grievance shall agree that such written decision may be delayed until another mutually agreed date.

5. Level 5

In the event that the grievance is not resolved by the review of the Board as described in Level 4 and provided the grievance concerns disagreements with respect to the interpretation of, application of, or violation of the Collective Bargaining Agreement between the Board and the Association, and not administrative decision, Board policies, or withholding of increments, the aggrieved employee may elect to have the matter referred for binding arbitration by filing a written request for arbitration with the appropriate agency and with the Secretary of the Board within ten (10) school days after the Level 4 answer or the time specified for the Level 4 answer. The request for arbitration shall be submitted to the Public Employment Relations Commission (PERC). The arbitrator shall thereupon conduct a hearing to determine the facts and make a recommendation to the parties for the

resolution of the grievance. The recommendation of the arbitrator shall be binding on the parties. In no event shall the recommendation have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education. The fees of the arbitrator and the expenses of the hearing shall be shared equally by the Association and the Board but each party shall be responsible for its own expenses with respect to the hearing.

F. 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 procedure by reason of such participation.

G. 1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 3.

2. All documents, communications, and records dealing with the processing of a grievance, other than official records, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings under this procedure shall, to the extent possible, be conducted in private and, to the extent possible, shall include only parties in interest and their designated or selected representative, heretofore referred to in the Article.

H. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members partake in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employment), work stoppage, slowdown, walkout, or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

I. The School Board agrees that during the term of this Agreement neither the Board nor any of its agents will cause, authorize, or support the locking out of any employee in this bargaining unit.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

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 the employees of the school district; (b) to hire, promote, transfer, assign, and retain all employees in positions as needed in the school district, and 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 reasons; (d) to maintain 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; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 5
EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, and except as provided therein, the Board hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity.

B. No teacher shall be disciplined, reduced in compensation, or given an adverse evaluation of his professional services without good cause. Any such action, asserted by the Board or agent or representative thereof, shall be subject to the grievance procedure herein set forth or the Commissioner of Education, as appropriate. This section shall not apply to a non-tenured teacher not being reemployed or to the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

C. No custodian, secretary, or aide shall be disciplined or discharged without good cause. Any such action shall be subject to the grievance procedure herein set forth through Level 4. Such grievances may not be arbitrated under the provisions of Level 5.

ARTICLE 6
ASSOCIATION PRIVILEGES

- A. Whenever any teacher representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. The Board agrees to provide to the Association, upon reasonable request, all information within the possession of the Board which the Association requires to carry out its obligations as majority representative during the negotiations process and in the investigation of grievances.
- C. Association support staff representatives will be permitted to attend one (1) Association meeting per month during scheduled work hours provided the lost time is made up within the current or following pay period. Such employee(s) shall sign in and sign out, in order to indicate the lost time to be made up.
- D. 1. The Board shall not pay Association representatives for time lost during their regular working hours except for time lost to attend Association/Board meetings which are held at the specific request of the Board or its designee. Compensation for time lost to attend meetings held at the specific request of the Board or its designee shall be at straight-time hourly rate.
2. It is expressly understood that quarterly meetings, grievance meetings, arbitration, court or other hearings before any governmental agency or body and negotiations for labor agreements shall not be considered as meetings held at the request of the Board or its designee for the purpose of D.1. above as it applies to support staff.
3. The Board shall provide a total of four (4) duty free periods per month to the office of the Association President to attend to Association business to be scheduled with the building principal.
- E. 1. If a contract ratification meeting begins at or after 4:00 p.m., the Board shall grant leave with pay for up to one (1) hour for employees who normally work at that time.
2. If a contract ratification meeting begins before 4:00 p.m., secretarial and custodial employees shall be granted a one (1) hour period without pay to attend. Employees desiring to attend such a meeting will be required to sign in and sign out. The employee will have the option of either making up the hour at the conclusion of that work day or forfeiting an hour's pay.

ARTICLE 7
WORK YEAR — FACULTY

A. Calendar

The Board agrees to review the school calendar for the coming school year with the teachers and to take into consideration the recommendations of the faculty prior to finalizing the calendar.

B. Work Year

The in-school work year for faculty, other than new personnel*, shall not exceed 185 days for personnel employed on a ten (10) month basis.

*New personnel will attend an additional two (2) days of orientation, for a total of 187 days.

The in-school work year shall include days when pupils are in attendance, orientation days, in-service days and any other days on which faculty attendance is required. Two of the five in-service days will be faculty directed days. The scheduled activities for these two faculty-directed days require approval from the administration.

C. One-Session Days

The following will be one-session days for students and faculty: the school day immediately preceding Thanksgiving; the day before Winter recess; and the last two school days in June. No teacher in-service or faculty meetings will be scheduled on these days.

D. Parent-Teacher Conferences

Three (3) days will be set aside the week of Teacher Convention for Parent-Teacher conferences. Each of these days shall be one session days for students only. One of those days shall include an evening session that will conclude no later than 8:00 p.m. The day before Teacher Convention will not be an evening session.

E. After-School Meetings

After-school meetings for full-time faculty, with the exception of extracurricular activities, shall not exceed six (6) meetings per month. These meetings will be scheduled by administration.

Two (2) meetings shall be faculty meetings at the principal's discretion. Specific dates for these meetings of the entire faculty shall be furnished thirty (30) days in advance except in emergencies. September and October faculty meeting dates shall be furnished in early September.

One (1) meeting shall be department/team/grade/PLC.

One (1) of the meetings shall be faculty directed.

In addition, full-time faculty may be required on an individual basis to attend up to two (2) meetings for other miscellaneous purposes, as determined by administration.

Meetings shall begin at the end of the teacher's workday as defined in Article 10 Section A, Article 8 Section G and extend for a maximum of one (1) hour in duration. Except in case of emergency, such meetings shall not be held on Fridays, or the workday immediately preceding a holiday or vacation period.

F. Child Study Team Members and Related Services

Child Study Team and Related Service personnel will work the in-school work year as designated in Article 7 with the following stipulations. Child Study Team members will meet with the Chief School Administrator or designee, by May 30th of each year to discuss the status of their work to ensure its completion by the end of the academic year. The Chief School Administrator will determine what work shall be completed prior to the last day of school. Referrals that arise after this meeting will be reviewed by the Chief School Administrator and the employee involved and a determination made as to whether the referrals can be reasonably completed prior to the close of school. If not, the Child Study Team member will be paid his/her per diem rate, or a prorated portion thereof, for work done after the close of school.

G. Faculty Work Day (Full time faculty)

1. The teacher workday shall consist of seven (7) hours and ten (10) minutes.
2. Faculty may end their workday after the completion of student dismissal on Fridays and any day preceding a Board approved calendar holiday.
3. The arrival and departure times of faculty shall be set by the administration to assure the efficient and effective operation of the school district.
4. The time required to perform arrival and/or departure teacher duties to ensure the health and safety of students shall be included in the teacher's before and after school obligation, if a teacher has been assigned such duties.
5. Teachers assigned to PM bus duty may be required to remain if busses have not arrived.
6. District wide teachers will have seventeen (17) minutes travel time. The lunch and preparation time of district wide teachers will be controlled by the schedule of the building in which they spend the majority of their workday or as mutually agreed upon by the teacher and administrator. Administrators will coordinate responsibilities of district wide employees.

H. Lunch Period

The teacher lunch period shall not exceed the student lunch period, but shall be no less than thirty-nine (39) duty free minutes.

I. Evening Functions

1. The Board may require faculty attendance at no more than three (3) evening functions per year, as part of the nominal faculty work year. Administration will determine which evening meeting traveling teachers will be in attendance, but still not to exceed three (3) per year. A non-exhaustive sample list of evening functions includes back-to-school night, parent-teacher conference, orientations, parent workshops and information sessions. The third function shall be no longer than two (2) hours in duration.

2. In addition to the time set forth in I.1. above, the following procedure shall be used for middle school teacher chaperoning of school dances and other student council or class-sponsored activities. The Administration shall first seek volunteers. If there are no or insufficient volunteers the Administration may assign up to three teachers per event. The Administration shall rotate such assignments among all full-time teaching staff members in the middle school. No teacher shall be required to chaperone more than once in one year. The limitation set forth in the previous sentence does not apply to teachers receiving an extra-curricular or athletic stipend for the activity involved.

J. Preparation Periods

1. All full time teachers shall be provided with no less than one (1) preparation period per day.

2. Every reasonable effort will be made at the middle school level to assign no more than four (4) consecutive teaching periods per day.

3. The attempt will be made to assign preparation periods evenly across the school week, however, it is recognized that this may not be possible for all teachers.

4. Subject to the full-time teachers' rights to preparation periods and a duty-free lunch period in accordance with the provisions of this Article, duty assignments may be assigned for the remaining periods during the school day.

5. a. Any teacher teaching an additional class which eliminates the teacher's preparation period will be Board approved for the additional assignment.

- b. The teacher shall receive the hourly rate of his/her current contractual salary for such assignment, multiplied by the number of scheduled classes during that period of the assignment.
- c. This compensation shall be in the form of a stipend.
- d. "Teaching" refers to the responsibility and accountability for all aspects of the class, including attendance, supervision, lesson planning, assessment, parent communities, conferencing, grading, etc. It is distinguished from simple coverages or additional duty assignments.

K. Committee Work

Unit members may be provided release time during regular school hours, at the discretion of the Superintendent, to perform committee work.

L. Unauthorized Absence

1. Each staff member, when absent from his position for any reason whatsoever, shall give immediate notice to his principal or supervisor or designee stating the reason for the absence and its probable duration.
2. Any staff member who shall be absent from his position, other than as a result of approved leave in accordance with the Collective Bargaining Agreement between the Board and the Association, shall be considered on an unauthorized absence and shall have deducted from salary the following:
 - a. 1/200th of his annual salary for each full day of absence.
 - b. 1/7th of a full day's salary (1/200th) for each teaching period or portion thereof in instances where a full day's absence has not occurred.
3. Any unauthorized absence for a portion of a teaching period shall be construed as an absence for the entire teaching period. In the event a duty-free period immediately follows the class from which the teacher was absent, the reduction in pay shall extend only through the end of the teaching period in which the teacher reports for duty.
4. Each staff member shall report for assignment to his principal or supervisor or designee immediately upon his return from any unauthorized absence.

ARTICLE 8
AIDES

Work Year

A. The in-school work year for aides shall not exceed 180 days for personnel employed on a ten (10) month basis. The in-school work year shall include days when pupils are in attendance.

B. One-Session Days

The following will be one-session days for students and aides: the school day immediately preceding Thanksgiving; the day before Winter recess ; and the last two school days in June.

C. Parent-Teacher Conferences

Three (3) days will be set aside the week of Teacher Convention for Parent-Teacher conferences. Each of these days shall be one session days for students only.

Aides Work Days and Hours

Standard Work Day and Work Week – Aides

- A. 1. The standard work day (regularly scheduled) shall consist of 7 hours.
2. Aides may end their workday after the completion of student dismissal on Fridays and any day preceding a Board approved calendar holiday.
3. The arrival and departure times of aides shall be set by the administration to assure the efficient and effective operation of the school district.

B. Lunch Period

The aide lunch period shall not exceed the student lunch period, but shall be no less than thirty-nine (39) duty free minutes.

C. Unauthorized Absence

1. Each staff member, when absent from his position for any reason whatsoever, shall give immediate notice to his principal or supervisor or designee stating the reason for the absence and its probable duration.
2. Any staff member who shall be absent from his position, other than as a result of approved leave in accordance with the Collective Bargaining Agreement between the Board and the Association, shall be considered on an unauthorized absence and shall have deducted from salary the following:

- a. 1/180th of his annual salary for each full day of absence.
 - b. 1/7th of a full day's salary (1/180th) for each teaching period or portion thereof in instances where a full day's absence has not occurred.
3. Any unauthorized absence for a portion of a period shall be construed as an absence for the entire period.
 4. Each staff member shall report for assignment to his principal or supervisor or designee immediately upon his return from any unauthorized absence.

ARTICLE 9 **CUSTODIANS**

A. Work Year

The in-school work year for custodians runs from July 1 through June 30 of the following year.

1. The Board agrees to grant all twelve (12) month employees fourteen (14) holidays with a full day's pay at the employees regular straight time rate of pay. The five (5) following holidays shall be granted:

Labor Day
Thanksgiving Day
Day After Thanksgiving
Good Friday
Memorial Day

2. The remaining nine (9) holidays shall be designated each year at the time the Board adopts the school calendar. The dates of these holidays shall be made to best coincide with the school instructional calendar and shall include designated days for:

Christmas Eve Day
New Years Eve Day
1 Presidents' Holiday (2 Days)
2 Floating Holidays (Designated by the Board)
Christmas Day
New Years Day
Independence Day

All holidays are subject to change based on Board approved revisions to the school calendar.

3. There shall be a floating holiday which shall be the balance of a normal work day after four (4) hours have been worked.

B. Custodian Work Hours

1. Standard Work Day and Work Week – Twelve Month Custodial Workers

The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision shall not be construed as guaranteeing to any employee any number of hours of work per day or per week or pay in lieu thereof during the standard eight (8) hour work day, the custodial employee will be scheduled for a thirty (30) minute lunch period with pay.

2. The Board shall provide written notice of a permanent change in hours at least five (5) work days prior to any such change. A "permanent change in hours" shall be considered any change of more than ten (10) consecutive work days.

3. The arrival and departure times of custodians shall be set by the administration to assure the efficient and effective operation of the school district.

C. Overtime

One and one-half (1-1/2) times the employee's rate of pay shall be paid for all hours worked:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any one work week.

Overtime pay requires administration pre-approval.

D. Saturday Pay – Custodians

One and one-half (1-1/2) times the custodial employee's rate of pay shall be paid for all hours worked on Saturday. Weekend pay requires administration pre-approval.

E. Sunday Pay – Custodians

Two (2) times the custodial employee's rate of pay shall be paid for all hours worked on Sunday. Weekend pay requires administration pre-approval.

F. Assignment of Overtime – Custodians

1. Overtime will normally only be assigned to those employees requesting it. The parties recognize that there are unusual circumstances which require assignment of overtime by the Board or its Administration. While all support staff members are subject to this provision, custodians shall be notified, if possible, by Wednesday of any scheduled overtime work for the following weekend.

2. Based upon seniority, assignments to overtime to support staff members shall be rotated. If overtime is offered to the senior person and it is refused, the offer shall be made to the next senior person until each person on the list has been made the offer of overtime or a person has accepted the assignment. The next time overtime is required in the building, the supervisor shall begin with the next name down on the list from the last employee who worked overtime.

G. Pay for Holiday Work – Clerical/Custodial

An eligible clerical or custodial employee shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked on the holidays listed in Articles 9 and 10.

Twelve month secretaries shall also have holidays on the two (2) days school is closed for the NJEA convention.

H. Non-Pyramiding – Support Staff

If an employee shall be entitled to overtime or premium compensation under more than one provision of this contract for any time worked by him, he shall be paid for such time at the highest rate applicable under any of such provisions, but hours compensated for at overtime or premium rates shall not be counted further in determining overtime or premium liability under the same of any other of such provisions.

I. Certified Education Facilities Manager Program (“CEFM”)

Custodians who obtain a CEFM certification may submit the costs associated with obtaining same for payment from the existing funds set aside for tuition reimbursement, subject to approval by the Superintendent.

ARTICLE 10
SECRETARIES

A. Work Year

The in-school work year for 12-month secretaries runs from July 1 through June 30 of the following year.

- B. 1. The Board agrees to grant all secretaries fourteen (14) holidays with a full day's pay at the employee's regular straight time rate of pay. The five (5) following holidays shall be granted:

Labor Day
Thanksgiving Day
Day After Thanksgiving
Good Friday
Memorial Day

2. The remaining nine (9) holidays shall be designated each year at the time the Board adopts the school calendar. The dates of these holidays shall be made to best coincide with the school instructional calendar and shall include designated days for:

Christmas Eve Day
New Years Eve Day
Presidents' Holiday (2 Days)
2 Floating Holidays (Designated by the Board)
Christmas Day
New Years Day
Independence Day

All holidays are subject to change based on Board approved revisions to the school calendar.

3. There shall be a floating holiday which shall be the balance of a normal work day after four (4) hours have been worked.

C. Secretary Work Hours

1. Standard Work Day and Work Week – Twelve Month Clerical Workers

The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision shall not be construed as guaranteeing to any employee any number of hours of work per day or days of work per week or pay in lieu thereof during the standard eight (8) hour work day, the clerical employee will be scheduled for a forty-five (45) minute lunch period with pay.

2. The Board shall provide written notice of a permanent change in hours at least five (5) work days prior to any such change. A "permanent change in hours" shall be considered any change of more than ten (10) consecutive work days.

The arrival and departure times of secretaries shall be set by the administration to assure the efficient and effective operation of the school district.

All overtime requires prior approval from a district administrator.

One and one-half (1-1/2) times the employee's rate of pay shall be paid for all hours worked:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any one work week.

D. Assignment of Overtime – Secretaries

1. Overtime will normally only be assigned to those employees requesting it. The parties recognize that there are unusual circumstances which require assignment of overtime by the Board or its Administration. While all support staff members are subject to this provision, custodians shall be notified, if possible, by Wednesday of any scheduled overtime work for the following weekend.

2. Based upon seniority, assignments to overtime to support staff members shall be rotated. If overtime is offered to the senior person and it is refused, the offer shall be made to the next senior person until each person on the list has been made the offer of overtime or a person has accepted the assignment. The next time overtime is required in the building, the supervisor shall begin with the next name down on the list from the last employee who worked overtime.

E. Pay for Holiday Work – Clerical/Custodial

An eligible clerical or custodial employee shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked on the holidays listed in Articles 9 and 10.

Twelve month secretaries shall also have holidays on the two (2) days school is closed for the NJEA convention.

F. Non-Pyramiding – Support Staff

If an employee shall be entitled to overtime or premium compensation under more than one provision of this contract for any time worked by him, he shall be paid for such time at the highest rate applicable under any of such provisions, but hours compensated for at overtime or premium rates shall not be counted further in determining overtime or premium liability under the same of any other of such provisions.

ARTICLE 11
TEACHER EMPLOYMENT

A. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or the date consistent with the statutory deadline, in (N.J.S.A. 18A), whichever is later, and shall accept their contracts by June 1.

B. Summer positions shall be posted by May 15 and filled at the regular Board meeting in June.

ARTICLE 12
SALARIES

A. The salaries of all teachers on guide covered by this Agreement are set forth in the Approved Salary Guide, hereto attached, except when the employment increment or the adjustment increment, or both, are withheld.

B. 1. Faculty employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Faculty employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. Paydays shall be on the fifteenth day and the last school day of the month. (Except for June which will be the 15th and 30th).

4. When a pay day falls on or during a school, State or Federal holiday, vacation, or weekend, teachers shall receive their paycheck on the last previous working day.

5. A teacher shall receive his final compensation pursuant to normal payroll procedures and pay schedule for the following year on the last day in June after completing all assigned duties.

C. Work performed in curriculum development shall be compensated at the rate of \$42.00.

D. Teachers who give up a preparation period under Article 8, D to teach a class will receive \$42.00/hour for each such period.

E. Unit members conducting in-service workshops or evening workshops will receive \$42.00 per hour. Compensation for in-service or evening professional development workshops is based on actual teaching time and 1 hour of preparation for each 2 hours of instruction.

F. During the term of this contract, unit members agreeing to attend summer workshops at the request of the Board shall be paid mileage at the prevailing rate established by the State of New Jersey Office of Management and Budget per mile (from school to the workshop and school again) and shall have the Board pay for the workshop registration fee. Payment will be made as soon as possible immediately following the workshops. Attendance on the part of the member at such workshops is strictly voluntary, not mandatory.

G. Unit members performing home instruction will be compensated at the rate of \$42.00 per hour. In addition, the employee shall receive mileage between the child's home and the child's school.

H. Unit members conducting after school (including intra murals) or summer enrichment programs shall be compensated at the rate of \$42.00 per hour. Compensation is based on actual instructional/student time only.

I. Part time faculty will be paid on a full day basis when administratively required to attend in-service days.

J. Unit members who serve as mentors will be compensated according to state rates.

K. Mileage compensation to employees shall be at the rate established by the State of New Jersey, Office of Management and Budget, (consistent with what is permitted by law). Said rate shall be implemented annually on July 1.

L. 1. Any required additional compensation shall be paid to teachers performing extracurricular activities, as set forth in the Extracurricular Guide.

2. Extracurricular activities as herein defined shall include those extracurricular activities which require extra time and effort over and above what may reasonably be encompassed within the teacher's regular duties. The fact that an activity may take place outside the regular classroom or may involve activities or duties outside of the usual daytime hours, or both, shall not by itself make it an activity requiring extra compensation.

3. The parties also recognize that the Board shall have the sole and final decision as to whether an extracurricular activity shall exist or not in the school system and the right to institute or discontinue an extracurricular activity without negotiation on that subject

with the Association. It is agreed by the parties, however, that should an extracurricular activity not established at the time of execution of this Agreement be established while this Agreement is in effect, they will negotiate whether or not extra compensation shall be required for such additional extracurricular activity, and the amounts of such compensation, if any.

M. Teacher In Charge

In the absence of the building principal from the district, each building shall have a designated teacher-in-charge. These individuals must have NJ certification as a supervisor, principal, or school administrator. The teacher-in-charge will serve in lieu of the principal and will have the authority to act on his/her behalf.

The teacher in charge shall be notified when their responsibility begins prior to assuming that responsibility. When their responsibility has ended, they will be notified.

The position of teacher-in-charge will be posted annually and recommendations for appointment to the position will be made by the Superintendent for the following school year. Alternates for the position shall also be recommended by the Superintendent.

No seniority or tenure accrues to this position.

N. Support Staff Rates of Pay

1. The rates of pay and effective dates thereof applicable to the support employees covered by this Agreement are set forth in Schedules A through E.

2. Except as otherwise provided in Section P below, if any clerical or custodial employee shall be scheduled for work on any day and shall report for work at the time scheduled, he shall receive at least four (4) hours pay at his straight-time rate of pay. For the purpose of this section a clerical, or custodial employee who is scheduled for work on a regular shift shall be deemed to have been called to work at the beginning of that shift unless he shall have been notified in advance not to report for work on that shift. Classroom aides and part-time secretarial/clerical employees are excluded from this provision.

O. Call back

In the case where a custodian after completing his regular schedule for that day and after he has left the school district, is called for emergency work, he shall be guaranteed a minimum of two (2) hours callback pay, except as otherwise provided in Section P below.

P. Exceptions

The provisions of Sections N.2 and O shall not apply:

1. In any case in which an employee at his own request or because of his own fault, shall not be put to work; or
2. In any case in which an employee shall not be put to work or shall be laid off after having been put to work, by reason of any strike or stoppage of work in connection with any labor dispute or for any other cause beyond the control of the Board; or
3. In any case in which the Board, for reasons beyond its control, shall not be able to notify an employee not to report to work.

Q. Responsibilities of Employees

It shall be the responsibility of employees to keep the Board informed of their current address and telephone number via the employee portal.

R. Pay Days - Clerical and Custodial Employees

1. Secretary/clerical and custodial employees shall be paid one-twenty-fourth of their annual salary less required deductions on the fifteenth day and the last working day of the month. When a payday falls on or during a school, State or federal holiday or weekend, the employees shall receive their paychecks on the last previous working day.
2. Pay days shall be on the fifteenth day and the last working day of the month.

S. Pay-Days - Hourly Employees

Hourly employees shall be paid on a semi-monthly basis on the fifteenth and last working day of the month. When a pay day falls on or during a school, state or federal holiday or weekend, the employees shall receive their paychecks on the last previous working day. Hourly employees will submit timesheets and be paid up through the last full week worked prior to payroll generation.

T. Overtime

Overtime earned from the 1st through the last day of the month will be paid in the next pay period.

U. Employment and/or adjustment increments may be withheld in whole or in part for Inefficiency or other good cause in accordance with the following procedure:

1. The immediate supervisor and/or the principal shall not forward any recommendation to withhold a teacher's increment through the Superintendent to the Board unless the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity, where the particular cause or causes of performance admits of correction, to attempt to correct and overcome the same and/or to attempt to convince the immediate supervisor and/or the principal that such recommendation should not be made.

2. If a recommendation to withhold a teacher's increment is forwarded to the Board, the teacher shall be immediately advised of the fact.

3. Once a recommendation is forwarded to the Board, the teacher may within ten (10) school days file a grievance, which grievance shall be processed solely at Level 4 and shall not be appealed to arbitration. The Board shall take no action on such recommendation until the grievance is heard by the Board according to the grievance procedure set forth heretofore in Article 3 at Level 4.

4. The withholding of an increment shall be in accordance with law. For information purposes, the teacher may request the reinstatement of the withheld increment by the Board on an annual basis.

V. In order to be eligible for an increment, a faculty member must have worked more than one-half of the regular employment year.

W. 12-Month Secretaries and Custodians Increments

Twelve-month staff are eligible for an increment on July 1, if their performance has been determined to be satisfactory and if they were employed prior to January 1st.

ARTICLE 13 **TEMPORARY LEAVES OF ABSENCE**

A. Personal Illness

1. Faculty

Pursuant to N.J.S.A. 18A:30-2, ten (10) school days per school year are granted. Any of said ten (10) school days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. In addition, pursuant to N.J.S.A. 18:30-7, the Board grants an additional two (2) noncumulative sick days per year. In the use of sick days, cumulative and accumulated sick days shall be used first and the additional two (2) days shall not be used until all cumulative and accumulated sick days have been utilized.

Consistent with statute, employees may be asked to provide doctor's note substantiating an absence at any time.

2. Support Staff

Paid sick leave shall be granted to all unit employees in accordance with the provisions of New Jersey Law, subject to the limitations of Section A, above. Employees will receive a written account of sick leave by September 15. Consistent with statute, employees may be asked to provide a doctor's note substantiating an absence at any time.

3. Teachers may obtain their sick leave account by accessing the online attendance system. Teachers shall be provided instruction on how to access the online attendance system.

B. Funerals

1. Faculty

Maximum of five (5) days per contract year per teacher, non cumulative, for the death of a spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild, or any member of the household for the purpose of attendance at the funeral and attending to such details as may be required of the teacher in connection with such death. One (1) day may be taken for the death of an aunt, uncle, niece or nephew. The day shall be subtracted from the annual allotment of five (5) days. Two (2) of the five funeral days may be taken at the discretion of the member. Employees will state relationship with the deceased via absence reporting system. Additional days, exceeding the total of five days per teacher per contract year, above set forth, may be granted at the discretion of the Superintendent upon written request.

2. Support Staff

Maximum of five (5) days per contract year per employee, non cumulative, for the death of spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild, for the purpose of attendance at the funeral and attending to such details as may be required of the employee in connection with such death. One (1) day may be taken for the death of an aunt, uncle, niece or nephew. The day shall be subtracted from the annual allotment of five (5) days. Additional days, exceeding the total of five days per employee per contract year, above set forth, may be granted at the discretion of the Superintendent upon written request.

C. Visiting Days - Faculty

Maximum of two (2) days per contract year, noncumulative, to visit other schools or to attend professional conferences, with administrative approval.

D. Personal Business

Faculty and Support Staff

1. Maximum of two (2) days per contract year, non-cumulative, to attend to legal and other personal business that cannot be cared for during non-working hours. The superintendent shall be notified in writing at least seventy-two (72) hours in advance, if possible, of all requests for absence due to personal business. At the end of each year, unused personal days shall be converted to sick days.

Support Staff

2. The Superintendent may require the employee to submit documentation to substantiate his request. The Superintendent at his discretion may approve or deny the employee's request for a leave of absence for personal business. Part-time employees shall be entitled to one (1) day per year governed by the foregoing provisions.

E. Emergency Day/Serious Family Illness

1. Faculty

A maximum of four days shall be granted for serious illness of members of the teacher's immediate family or, with administrative approval, emergency days only.

2. Support Staff

A maximum of four days shall be granted for serious illness of members of the support staff's immediate family or, with administrative approval, emergency days only.

3. Aides

A maximum of two days shall be granted for serious illness of members of the aide's immediate family or, with administrative approval, emergency days only.

F. Marriage

A maximum of one (1) day per contract year, non-cumulative, will be granted for the wedding of the employee which takes place during the school year.

G. Support Staff - Jury Pay

An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive for each such day of jury service on which he otherwise would have worked, his straight-time hourly earnings. The employee will present proof of service and reimburse the Board the amount received from the state.

H. Other Reasons - Teachers

Any absences granted for the reasons other than as stated in this Article, paragraphs A.1, A.3, B.1, C, D.1, E.1, 2, or 3, F, and G will result in the deduction of 1/200th of the yearly salary for each day's absence.

ARTICLE 14
PERSONAL ILLNESS

A. Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.

B. There shall be payment for unused sick leave upon retirement for all salaried, full-time unit members. All staff employed as of 7/1/94 who have been or shall be reduced to part time status by Board action, shall be entitled to unused sick leave reimbursement consistent with this Article. Written notice of retirement must be given by the February 1 prior to the retirement date to qualify for this benefit. Failure to provide such notice will delay receipt of payment until the second following July.

1. "Retirement" is defined as being eligible for, applying for and receiving a pension under T.P.A.F. or P.E.R.S.
2. In order to be eligible for any payment the retiring employee must have seventy-five (75) accumulated sick leave days at the time of retirement.
3. Only the first one hundred seventy-five (175) accumulated sick leave days shall be compensated.
4. Faculty shall receive \$55.00 for each eligible day for the term of this contract.
5. Eligible custodians and secretarial employees shall receive \$35.00 for each eligible day for the term of this contract.

6. There shall be a payment to the estate of any employee who passes away after official notice of retirement to T.P.A.F. on P.E.R.S. but prior to the actual date of retirement.

ARTICLE 15
EXTENDED LEAVES OF ABSENCE

A. The Board agrees that only one teacher under tenure, designated by the Association will, upon request, be granted a leave of absence without pay and without accumulating credit on salary guide for a minimum of one (1) school year and not exceeding two (2) school years, for the purpose of engaging in activities of the Association or its affiliates. The commencement and termination of such leave shall coincide with the teacher's contract school year.

B. A leave of absence without pay of one or two school years may be granted to a teacher under tenure who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs with accumulation of credit on salary guide. The commencement and termination of such leave shall coincide with the teacher's contract school year.

C. Unpaid Disability Leaves

1. Disability for the purpose of this section occurs when an employee is unable to perform any or all of his normal job functions.

2. The following provisions are in addition to the employee's use of accumulated sick leave as outlined in Article 13, A.1 and 2 and Article 14, B.2 above.

3. Any employee who anticipates undergoing a state of disability, such as but not limited to surgery, hospital confinement, medical treatment, or pregnancy may apply for a leave of absence based upon said disability in accordance with provisions hereinafter set forth.

4. Any employee who anticipates a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition, which may result in disability, is known.

5. Any employee who desires an unpaid disability leave shall provide the Board with a certificate concerning the disability from his physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said disability. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require the employee to be examined by its

own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.

6. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board's physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.

7. The employee requesting a leave under the provisions of C.3 and C.9 shall specify in writing the date on which he wishes to commence said leave and the date on which he wishes to return to employment following recovery from said disability.

8. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.

9. The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to C.5.

10. The provisions of C.1 through C.9, inclusive shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contact school year in which the leave is obtained.

11. Because the dates of termination may not coincide with natural divisions in the school calendar, the Board retains the right to set the return date for leaves under C.1 through C.10 inclusive in order to avoid substantial interference with the administration of the schools or with the education of the students. Said termination date shall not be delayed by the Board for longer than the nearest ending of a marking period.

D. Temporary Disability Leave Due to Pregnancy

1. Any pregnant employee will be deemed eligible to utilize accumulated sick leave (to the extent available) commencing with the ninth month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date occurs last) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date occurs first).

2. If an employee shall file a certificate from her physician that she is disabled beyond the times stated in D. 1. as a consequence of an abnormal pregnancy or birth, she shall be

paid accumulated sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of C.6.

E. Child Rearing Leave

1. Applications for child rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least three (3) months prior to the anticipated birth of the child.

2. Child-rearing leave shall be granted to employees under FMLA or NITLA and may be granted for the balance of the school year in which the FMLA or NJFLA ends. Employees may request an additional year of unpaid leave. The additional year may be granted at the Board's discretion.

3. An employee who is on child leave under the provisions of E.2. may apply for and, at the Board's discretion, may be granted an additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than April 1 prior to the termination of the leave granted under E.2.

4. Any employee adopting a child shall be granted a child rearing leave in conformity with the provisions of E.2. and .3. which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not as soon as practicable.

5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.

6. The Board shall not grant a child-rearing leave of absence to any non-tenured employee beyond the end of contract school year in which leave is obtained, and nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any non-tenured employee who would not otherwise have been offered such a contract.

7. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.

F. If an employee works for more than one-half of his normal employment year before commencement of a leave under A., C., or E., upon return, they shall receive a full year's credit on the salary guides contained herein.

G. Sabbatical Leaves

The Board agrees that it will consider request for sabbatical leaves upon the following conditions:

1. Only one teacher under tenure may be granted a sabbatical leave for a period of one school year during any single school year, and no sabbatical leave shall be granted in the school year immediately following a school year in which a sabbatical leave has been in effect.
2. Salary shall be paid during a sabbatical leave at one-half of the salary to which such tenured teacher would otherwise be entitled. Such payment shall be the full compensation to be paid during said leave; no travel allowances shall be provided.
3. No teacher shall be granted a sabbatical leave unless he has completed seven (7) full years in the District.
4. Such sabbatical leave shall be only for the purpose of completing residency requirements for either a doctorate degree in education or an educational specialist's degree, and then only upon the determination of the Board that such advanced degree will benefit the District.
5. Nothing herein shall require the Board to grant any sabbatical leave, and any such leave which may be granted shall first receive the approval of the Board upon recommendation of the Superintendent. The major criteria to be considered by the Board are:
 - a. how the advanced degree will benefit the District, and
 - b. the effect of such school year's absence upon the District;
6. Each teacher accepting a sabbatical leave shall sign a contract with the Board agreeing to serve for at least two (2) years in the District after completion of the sabbatical leave.

H. Military Leave

The Board will comply with the provisions of the applicable Federal State Statutes.

I. Classroom aides are not covered by the provisions of C. and E. above.

ARTICLE 16
INSURANCE PROTECTION

- A. 1. a. The New Jersey Educators Health Plan (NJEHP) will be the base plan for employee health coverage and employees will make payments in accordance with Chapter 44. Employees may buy up to NJ Direct 10 or NJ Direct 15, but will be responsible for paying the Chapter 44 percentage on the NJEHP and the full differential between the NJEHP premium and the NJ Direct 10 premium or the NJ Direct 15 premium.

Effective January 1, 2021, any employee hired on or after July 1, 2020 who is eligible for health benefits shall be enrolled in the New Jersey Educators Health Plan (“NJEHP”). All such employees shall remain enrolled in the NJEHP, or the Garden State Health Plan (“GSHP”), or shall waive coverage through December 31, 2027. Effective January 1, 2021, any employee hired prior to July 1, 2020 who is eligible for health benefits may enroll in NJ Direct 10, NJ Direct 15, NJEHP, or GSHP (when available). Employees enrolled in the NJEHP or GSHP shall make payments toward the cost of coverage in accordance with P.L. 2020, c.44 (“Chapter 44”). Employees enrolled in any other health benefit plan shall make payments toward the cost of coverage in accordance with P.L. 2012, c. 78 (“Chapter 78”).

- b. All employees shall be eligible for dependent coverage.

- c. The Board shall establish and maintain a Section 125 plan.

- d. Effective 7/1/08, employees who elect to waive coverage and are not already covered by the state health plan which would otherwise be provided by the Board shall be entitled to \$3000.00 for family; \$2500.00 for 2 adults; \$2000.00 for parent/child; and \$1500.00 for single, for each year that coverage is waived.

2. The Board will make provisions for continuance of major medical insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, in accordance with COBRA the full cost to be borne by the retired person.

- B. All full-time employees shall receive prescription coverage except as set forth in Paragraphs D, E, and F below. The per employee annual cap on the Board contribution to this plan shall be: \$1898.52 for single coverage; \$4340.04 for husband and wife coverage; \$4563.12 for family coverage; and \$2533.44 for parent and child coverage. These amounts to be adjusted annually for the duration of this agreement to provide no cost to the employee until January 1, 2024. The Board's maximum liability for prescription insurance premiums shall be the rate on January 1, 2024.

C. All full time employees shall have made available to them a family dental plan, except as set forth in paragraphs D, E, and F below. The per employee annual cap on the Board contribution to this plan shall be: \$295.00 for single coverage; \$490.00 for husband and wife or parent and child coverage; and \$805.00 for family coverage.

D. Insurance under A, B., and C. above shall be made available to those unit employees who are regularly scheduled to work twenty-five (25) or more hours per week. The twenty-five (25) hour rule applies only to new hires as of July 1, 1996. All employees hired before July 1, 1996 will be grand-fathered at the 20 hour rule.

E. When available, the Board will provide to each covered employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as above.

ARTICLE 17 **EDUCATIONAL ASSISTANCE POLICY**

A. Scope

To qualify for aid, faculty must hold standard or permanent certification for work they are performing.

B. Aid

1. The Board will pay toward the cost of tuition, in the amounts hereinafter set forth, only for courses taken at a duly authorized institution of higher education which relate to the employee's current or future job responsibilities for approved courses as hereinafter described, up to a maximum of nine (9) credits per year, provided however, that evidence is given of satisfactory completion of and grades received for said courses. In order to receive reimbursement for courses taken during the second semester of a school year, a teacher must be on the payroll of the Board as of September 1 of the following year. Application will be made for one semester at a time and to the extent funds are available under the cap set forth in paragraph C, below, each teacher will be reimbursed for six (6) credits per year. Credits over six (6) will be accumulated and paid out to staff members, at the end of the academic year, pro-rata, until the cap is reached. Staff must remain for one year after receipt of reimbursement or the money received will be repaid. If the teacher fails to return to the District through no fault of the employee (i.e., a reduction in force or non-renewal) this repayment will be waived.

2. Teachers shall not be eligible for this benefit for their first year of service. Non-tenured teachers shall be eligible to receive reimbursement from the Board for tuition up to six (6) credits.

C. Amount

The reimbursement for satisfactory completion of an approved course shall be in an amount equal to 100% of the Rutgers University tuition for that year for any course in which the teacher shall receive an A or B grade. There shall be no reimbursement for any course in which the teacher shall receive less than a B grade. The total reimbursement amount available is \$35,000 for each year of this agreement. The NTCB costs shall be paid by the Board and not be deducted from the above sums.

D. Approved Courses

No course shall be considered to have been approved by the Board unless and until the teacher concerned shall have made a request for approval of such course, in writing, to the Superintendent, prior to the enrollment in said course by said teacher. Such approved courses may be either academic or professional subject matter, and must relate to the employee's current or future job responsibilities within the District. Credits must be from an accredited university as defined by Title 18A.

Recognizing the fact that certain courses which may not be directly within the scope of a teacher's employment may be of value in preparing that teacher for another position in the District, the Board, upon recommendation of the Superintendent, may approve a course or courses not wholly within the scope of a teacher's existing position within the District where such course or courses, in the opinion of the Superintendent, may be of future value to the District.

ARTICLE 18
EVALUATION – TEACHERS

Evaluations will be conducted consistent with the Law (Achieve NJ).

ARTICLE 19
CHANGES IN EMPLOYMENT OR ASSIGNMENT

Faculty

A. Teachers who desire a change in grade and/or subject may file a written statement with the principal no later than April 1.

B. The Superintendent shall deliver to the Association a list of known vacancies as they occur. This list shall also be posted in each school building.

C. In the event that a teacher objects to a change in grade and/or subject assignment, he may meet with the principal if he makes a request to do so within five (5) calendar days of the notice

of reassignment In the event that the teacher is dissatisfied with the results of this meeting, he may meet with the Superintendent. At each meeting, he may be accompanied by a representative of his own choosing.

D. All full-time teachers shall, be given written notice of class and/or subject assignments, and elementary school class room not later than June 5 and master list of teaching assignments will be provided to the association.

E. Part-time employees shall be given notice of their schedules by July 31, if possible.

F. In the event that changes in such schedules, class and/or subject assignment, or school class room are made after the date set forth in D and E. above, the teacher shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall promptly be reviewed at a meeting between the superintendent, the principal, the teacher affected and a representative of his choosing.

Support Staff

G. Seniority shall mean length of continuous active service with the District and shall be cumulative on a unit-wide basis. If an employee now in the unit is transferred to a position outside of the unit and is later returned to a position within the unit then and in such cases, such employee shall be credited for seniority purposes for such services outside of the unit.

H. New employees retained beyond the probationary period shall be credited for seniority purposes with their length of service with the school district beginning with the original date of their employment.

I. Seniority shall be applied in the following seniority units:

- Full-time Secretarial/Clerical employees
- Part-time Secretarial/Clerical employees
- Custodians
- Classroom Aides

J. An employee shall lose all seniority rights for any of the following reasons:

1. Voluntary resignation.
2. Discharge for cause.
3. Failure of a laid off employee to return to work within five (5) working days after being recalled by registered mail addressed to employee at his last known address, return receipt requested, unless prevented from returning by illness or injury, notice and proper proof of which shall be supplied to the employer, within said period of five (5) days.

4. Failure to return to work immediately following recovery from illness or injury or following the end of a leave of absence or vacation or absence for three (3) or more working days without notifying the employer, provided that such failure to report was not beyond the control of the employee.

5. Layoff for a continuous period of one (1) year or more or for a continuous period equal to an employee's length of service, whichever is less.

6. Employees taking unauthorized leaves of absence (including extended sick leaves without doctor's notes) will be considered to have abandoned their jobs.

K. In cases where there are several applications for use of vacation time, floating holidays or comp time which require a decision as to which employee or employees shall be granted time off, seniority shall prevail.

L. For the purposes of lay off, seniority in the separate units (clerical, custodial, and classroom aides) shall govern provided that the senior employee has the ability and physical fitness to perform satisfactorily the work required.

M. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by seniority unit, clerical, custodial, and classroom aide. The employee with the least seniority in each unit shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. The provisions of the Article shall be subject to the provisions of the N.J.S.A. 18A. The provisions of Section B. are also subject to the provisions of Section L of this Article.

N. Bumping can only take place if, in the Superintendent's discretion, the employee being retained can perform the duties of the position s/he is assuming based on a rating of competent or better on the evaluation rubric.

ARTICLE 20
VACATION - SUPPORT STAFF

A. Vacation Balances

1. All twelve-month secretaries and custodians shall be entitled to the following vacation time:

Length of Completed Service on July 1:	Vacation Days:
0 through 4 years	10 working days
5 years of service	11 working days
6 years of service	12 working days
7 years of service	14 working days
8 years of service	15 working days

9 years of service	16 working days
10 years of service	17 working days
11 years of service	18 working days
12 years of service	20 working days
15 years of service	21 working days

2. Vacation days shall be posted on July 1, earned and used during the course of that year. Vacation day allotments will be determined by an employee's time of service, as outlined in Paragraph 1 above. An employee hired on July 1st, or one who has completed a partial year of employment, shall receive 10 vacation days for use in the first full year. An employee hired with more than 6 months or more remaining in the year shall be granted 5 vacation days for use during that year. An employee hired with less than more than 4 months but less than 6 months remaining in the year, shall be granted 3 vacation days for use during that year. Employees hired with less than 4 months remaining in a school year will not be granted vacation time during that school year. Support staff can carry five vacation days over into the following year. The maximum vacation time an employee can have on the books is the current entitlement and 5 days.

3. Employees who demonstrate that they had worked under a procedure where vacation days were not available until the July 1 of the year after the year in which they were earned and therefore have more than the allotted number of days on July 1 will have those extra vacation days calculated as of July 1, 2020. These days will be termed "calculated days" and shall have a fixed value at their per diem rate based upon the employee's 2019-2020 annual salary.

4. Calculated days must be used within 5 years of July 1, 2020, or prior to July 1, 2025. Employees must use at least 20% of their calculated days each year. An employee who resigns or who leaves the District for any reason within the 5 years will be eligible for payment on the calculated days that remain after this 20% reduction has been made each year from July 1, 2020 to the date employment in the District ends.

B. Each eligible employee shall be requested to and shall specify the vacation period or periods he desires. Vacations will, so far as practicable, be granted at times most desired by employees and, in the event of conflicting requests by the employees, other factors being equal, or the basis of seniority of the employees. The final right to allot vacation periods and to change such allotments is exclusively reserved to the Superintendent in order to insure the orderly and efficient operation of the school district. Vacations may not be taken during the last week in June or the week before school begins without the explicit approval of the Superintendent.

C. Any employee specifically granted vacation time and who shall resign or be relieved of his position, shall be entitled to monetary reimbursement for unused vacation days at the rate of pay in the year that vacation was earned provided he has been employed by the Board for more than one (1) year.

ARTICLE 21
PERSONNEL RECORDS

A. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained in it. An employee shall be entitled to have a representative of his choosing accompany him during such a review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality or any material which could have an adverse effect on an employee's status shall be placed in his personnel file unless the employee has had an 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 indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. No Separate File

The Board shall not establish any separate personnel file which is not available for the employee's review except for pre-employment academic and experience references.

ARTICLE 22
PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and/or safety.

B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any such request from the employee when legally permitted to do so, for information in the possession of the superintendent relating to the incident or the persons involved. The Superintendent or his designee shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE 23
UNIFORMS

A. After the custodial employee completes, the Board shall supply him, as soon as possible thereafter, with three (3) uniforms, (three (3) pants and six (6) shirts, of which three (3) shall be long sleeve and three (3) shall be short sleeve) which the Board shall select. Employees receiving such uniforms shall wear them and be responsible for their cleaning and maintenance.

B. Custodians must wear uniforms. The Board will supply uniform shirts. Custodians will receive reimbursement up to \$60 per pair of pants to a maximum \$180 per contract year. Paid receipts must be submitted for reimbursement. Custodians have flexibility in where they can purchase their uniforms.

C. Custodians shall be able to choose the number of pairs of pants and the number of long-sleeve and short-sleeve shirts each desires from the negotiated clothing allotment.

D. Outside custodians will have access to foul weather gear.

E. Custodians must wear safety shoes. Custodians will receive reimbursement up to \$150.00 for the cost of one pair of safety shoes per contract year. Paid receipts must be submitted for reimbursement.

ARTICLE 24
EMERGENCY CLOSINGS

On snow days, delayed openings and early closings when student attendance is cancelled, the schedule for secretarial employees shall be the same as for teachers. Custodial staff will report as notified by the administrator and will be released upon completion of snow/ice removal or other emergency service.

ARTICLE 25
EMPLOYEE - BOARD LIAISON

At the request of the Association or the Board a meeting will be held to discuss concerns of either party. Each organization will be represented by up to three (3) representatives. The Superintendent and/or an administrator may be present if he chooses to attend. This meeting shall be conducted on a mutually convenient evening for a period not to exceed four (4) hours.

ARTICLE 26
DUES CHECK-OFF

A. Dues Deduction

The Board agrees to deduct the monthly Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted and the individual employee names shall be certified to the Board by the NJEA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association after such deductions are made.

B. Indemnity Clause

The provisions of this Article shall be effective in accordance and consistent with provisions of state and federal law. The Association shall indemnify the Board and hold it harmless against any' and all suits, claims, demands, and liabilities that shall arise out of, or reason of, any action that shall be taken by the Board for the purpose of complying with Section A. of this Article or in reliance on any list or notice which shall have been furnished to the Board under any such provisions.

ARTICLE 27
MISCELLANEOUS PROVISIONS

A. This Agreement shall be honored by the Board and the Association for the duration of the Agreement.

B. If any provisions 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 the law, but all other provisions or applications shall continue in full force and effect.

C. Nothing in this Agreement shall be construed as an offer of employment by the Board to any individual member of the Association; said offer of employment and its duration shall be made by the Board only in the form of a contract or offer of a contract to the individual in question and to that extent it shall supersede the provisions of the within Agreement.

D. It is expressly understood by the parties that this Agreement shall not be construed as granting tenure to custodial employees as may be provided for under N.J.S.A. 1 8A: 1 7-4.

E. Any individual contract between the Board and an individual teacher 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 then this agreement during its duration shall be controlling.

F. Copies of this Agreement shall be reproduced within thirty (30) days after this agreement is signed, and presented to all teachers now employed or hereafter employed by the Board. Expense of the printing shall be shared equally by the Board and the Association.

G. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement either party shall do so with written notice at the following addresses:

ARTICLE 28
DURATION OF THE AGREEMENT

A. This Agreement shall be effective as of July 1, 2023, and shall continue in effect for all provisions until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

B. The parties agree that this contract will not be reopened as a result of passage of any minimum teaching salary legislation during the term of this Agreement.

GREEN BROOK BOARD OF EDUCATION

GREEN BROOK EDUCATION
ASSOCIATION

President

Chairperson, Negotiations Committee

Vice President

President, GBA

TEACHERS SALARY GUIDE FOR 2023-2024

<i>YEAR 1</i>				
2023-24	Green Brook Teachers			
Salary Guide				
Step	BA	BA+15	MA	MA+30
1	58,995	60,145	61,525	62,905
2	59,495	60,645	62,025	63,405
3	59,995	61,145	62,525	63,905
4-5	60,495	61,645	63,025	64,405
6-7	61,495	62,645	64,025	65,405
8-9	62,495	63,645	65,025	66,405
10	63,995	65,145	66,525	67,905
11	65,895	67,045	68,425	69,805
12	67,895	69,045	70,425	71,805
13	69,995	71,145	72,525	73,905
14	72,195	73,345	74,725	76,105
15-16	74,595	75,745	77,125	78,505
17-18	76,995	78,145	79,525	80,905
19-20	79,595	80,745	82,125	83,505
21	82,195	83,345	84,725	86,105
22	84,895	86,045	87,425	88,805
23	87,695	88,845	90,225	91,605

- A. Teachers who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.
 Teachers who have completed 15 years \$650.
 Teachers who have completed 20+ years \$1,100.
- B. Credits under this guide are graduate credits.

TEACHERS SALARY GUIDE FOR 2024-2025

<i>YEAR 2</i>				
2024-25	<i>Green Brook Teachers</i>			
Salary Guide				
Step	BA	BA+15	MA	MA+30
1	60,170	61,320	62,700	64,080
2	60,670	61,820	63,200	64,580
3	61,170	62,320	63,700	65,080
4	61,670	62,820	64,200	65,580
5-6	62,670	63,820	65,200	66,580
7-8	63,770	64,920	66,300	67,680
9-10	65,270	66,420	67,800	69,180
11	66,770	67,920	69,300	70,680
12	68,770	69,920	71,300	72,680
13	70,770	71,920	73,300	74,680
14	72,870	74,020	75,400	76,780
15	75,270	76,420	77,800	79,180
16-17	77,670	78,820	80,200	81,580
18-19	80,270	81,420	82,800	84,180
20-21	82,870	84,020	85,400	86,780
22	85,770	86,920	88,300	89,680
23	88,670	89,820	91,200	92,580

- A. Teachers who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.
 Teachers who have completed 15 years \$650.
 Teachers who have completed 20+ years \$1,100.
- B. Credits under this guide are graduate credits

TEACHERS SALARY GUIDE FOR 2025-2026

YEAR 3				
2025-26	Green Brook Teachers			
Salary Guide				
Step	BA	BA+15	MA	MA+30
1	61,415	62,565	63,945	65,325
2	61,915	63,065	64,445	65,825
3	62,415	63,565	64,945	66,325
4	62,915	64,065	65,445	66,825
5	63,915	65,065	66,445	67,825
6-7	64,915	66,065	67,445	68,825
8-9	66,415	67,565	68,945	70,325
10-11	67,915	69,065	70,445	71,825
12	69,665	70,815	72,195	73,575
13	71,665	72,815	74,195	75,575
14	73,665	74,815	76,195	77,575
15	75,865	77,015	78,395	79,775
16	78,265	79,415	80,795	82,175
17-18	80,865	82,015	83,395	84,775
19-20	83,665	84,815	86,195	87,575
21-22	86,565	87,715	89,095	90,475
23	89,665	90,815	92,195	93,575

- A. Teachers who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.
 Teachers who have completed 15 years \$650.
 Teachers who have completed 20+ years \$1,100.
- B. Credits under this guide are graduate credits.

TEACHERS SALARY GUIDE FOR 2026-2027

YEAR 4				
2026-27	Green Brook Teachers			
Salary Guide				
Step	BA	BA+15	MA	MA+30
1-2	62,865	64,015	65,395	66,775
3	63,365	64,515	65,895	67,275
4	63,865	65,015	66,395	67,775
5	64,340	65,490	66,870	68,250
6	65,665	66,815	68,195	69,575
7-8	67,165	68,315	69,695	71,075
9-10	68,565	69,715	71,095	72,475
11-12	70,540	71,690	73,070	74,450
13	72,665	73,815	75,195	76,575
14	74,930	76,080	77,460	78,840
15	77,295	78,445	79,825	81,205
16	79,760	80,910	82,290	83,670
17	82,325	83,475	84,855	86,235
18-19	84,990	86,140	87,520	88,900
20-21	87,865	89,015	90,395	91,775
22-23	90,865	92,015	93,395	94,775

- A. Teachers who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.
 Teachers who have completed 15 years \$650.
 Teachers who have completed 20+ years \$1,100.

- B. Credits under this guide are graduate credits.

CUSTODIANS SALARY GUIDE FOR 2023-2024

A	46,342
B	47,442
C	48,592
D	49,742
E	50,892
F	52,042
G	53,192
H	54,342
I	55,667
J	56,992
K	58,317

Custodians who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.

Custodians who have completed 15 years \$650.

Custodians who have completed 20+ years \$1,100.

CUSTODIANS SALARY GUIDE FOR 2024-2025

A	47,373
B	48,473
C	49,623
D	50,773
E	51,923
F	53,073
G	54,223
H	55,373
I	56,698
J	58,023
K	59,348

CUSTODIANS SALARY GUIDE FOR 2025-2026

A	48,593
B	49,693
C	50,843
D	51,993
E	53,143
F	54,293
G	55,443
H	56,593
I	57,918
J	59,243
K	60,568

CUSTODIANS SALARY GUIDE FOR 2026-2027

A	50,179
B	51,279
C	52,429
D	53,579
E	54,729
F	55,879
G	57,029
H	58,179
I	59,504
J	60,829
K	62,154

SECRETARIES SALARY GUIDE FOR 2023-2024

A	58,741
B	60,192
C	61,683
D	63,215
E	64,789
F	66,406
G	68,068
H	69,775
I	71,529
J	73,332

Secretaries who have completed 10 years of service in Green Brook as of the first day of school will receive \$450 longevity.

Secretaries who have completed 15 years \$650.

Secretaries who have completed 20+ years \$1,100.

SECRETARIES SALARY GUIDE FOR 2024-2025

A	60,538
B	61,989
C	63,480
D	65,012
E	66,586
F	68,203
G	69,865
H	71,572
I	73,326
J	75,129

SECRETARIES SALARY GUIDE FOR 2025-2026

Step	Salary
A	62,394
B	63,845
C	65,336
D	66,868
E	68,442
F	70,059
G	71,721
H	73,428
I	75,182
J	76,985

SECRETARIES SALARY GUIDE FOR 2026-2027

Step	Salary
A	64,388
B	65,839
C	67,330
D	68,862
E	70,436
F	72,053
G	73,715
H	75,422
I	77,176
J	78,979

INSTRUCTIONAL AIDES SALARY GUIDE FOR 2023-2024

1	29,312
2	29,912
3	30,512
4	31,112
5	31,717
6	32,322

Aides who have completed 10 years of service in Green Brook as of the first day of school will receive \$200 longevity.

Aides who have completed 15 years \$300.

Aides who have completed 20+ years \$400.

INSTRUCTIONAL AIDES SALARY GUIDE FOR 2024-2025

1	30,166
2	30,766
3	31,366
4	31,966
5	32,571
6	33,176

INSTRUCTIONAL AIDES SALARY GUIDE FOR 2025-2026

1	31,145
2	31,745
3	32,345
4	32,945
5	33,550
6	34,155

INSTRUCTIONAL AIDES SALARY GUIDE FOR 2026-2027

1	32,254
2	32,854
3	33,454
4	34,054
5	34,659
6	35,264

EXTRA CURRICULAR SALARY GUIDE

Position	IEF	GBMS	Stipend Amount	Notes
8th Grade Advisor (2 positions)		X	\$2,000	Split
Academic Team Advisor (2 positions)		X	\$1,360 each	
After School Chorus		X	\$39/hour	2x/week (Oct 1-June 1)
After School Detention		X	\$39 per hour	As needed
After School Homework Club	X	X	\$39 per hour	3x/week-30 weeks
Assistant Director (Fall Play/Spring Musical)		X	\$2,884	
Athletic Director		X	\$4,250	
Band Director		X	\$39 per hour	5x/week (Oct.1-June 1)
Baseball (Boys)		X	\$3,002	
Basketball (Boys)		X	\$4,458	
Basketball (Girls)		X	\$4,458	
CPI Team Leader (4 per building)	X	X	\$1,000	Split
Cross Country Track (2 positions)		X	\$3,002 each	
Director (Fall Play/Spring Musical)		X	\$7,460	
Gym Supervisor		X	\$39 per hour	Max 64 hours
Head Custodian (2 positions)			\$2,500/position	

Literary Magazine Advisor		X	\$729	
Peer Leadership-GBMS (2 positions)		X	\$3,002 each	12 Month
Peer Leadership-IEF	X		\$1,440	
Security Monitor		X	\$39 per hour	As needed
Producer (Fall Play/Spring Musical)		X	\$1,560	
Set Design (Fall Play/Spring Musical)		X	\$2,340	
School Nurse Coordinator	X	X	\$10,920	
Soccer (Boys)		X	\$3,002	
Soccer (Girls)		X	\$3,002	
Softball (Girls)		X	\$3,002	
Student Activities Photographer	X	X	\$871	
Teacher-in-Charge	X	X	\$60 Full Day \$30 Half Day	As needed
Team Leader (per grade/department)	X	X	\$1,170 each	
Timekeeper		X	\$30 per event	
Theater Coordinator	X	X	\$55 per hour	As needed
Track Co-Ed (3 positions)		X	\$3,002 each	
Volleyball (Girls)		X	\$3,002	
Year Book Advisor	X	X	\$1,360	

The parties recognize the job descriptions for all extra-curricular activities are being drafted by the Board and that the existence of any extra-curricular activity is subject to the standards and requirements established by the Board.

*There shall be a \$1,000 bank per school for C.P.I team members. The stipend shall be paid at the end of the school year. Each eligible C.P.I. Team member shall receive an amount prorated by the number of incidents in each school and paid based on their participation in incidents.