

# **CONTRACT**

BETWEEN THE

## **LAWRENCE ADMINISTRATIVE BUSINESS & TECHNICAL ASSOCIATION**

AND THE

## **LAWRENCE TOWNSHIP BOARD OF EDUCATION**

July 2013 – June 2016

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## **ARTICLE I RECOGNITION**

The Board of Education, Township of Lawrence, hereinafter called "Board," recognizes the Lawrence Administrative Business & Technical Association, hereinafter called "Association," as the majority representative for collective negotiation with the Board, pursuant to N.J.S.A. 34, Chapter 13A, concerning the terms and conditions of employment for all administrative business and technical personnel employed by the Board including:

1. Assistant Bookkeeper/Payroll and Food Services
2. Bookkeeper
3. Bookkeeper/Accounts Payable
4. Bookkeeper/Purchasing
5. Bus Attendant
6. Bus Driver
7. Computer Support Technician
8. District Courier
9. District Registrar
10. Educational Data Specialist
11. Food Services Supervisor
12. Head Payroll Bookkeeper/Coordinator of Health Benefits
13. Internal Accountant
14. Media Technician
15. Network Technician
16. Office Assistant (Central Office and Maintenance)
17. PC Specialist
18. PC/Mac Technician
19. Receptionist/Secretary
20. Secretary
21. Secretary for C & I, POSA, Supervisors
22. Secretary for Department of Facilities & Property
23. Secretary to Assistant Superintendent
24. Secretary to Extended Day Program
25. Secretary to Student Services
26. Secretary to the Director of Student Services
27. Secretary to the Director of Technology
28. Secretary to the District Technology Center
29. Secretary to Transportation
30. Security Coordinator
31. Student Information System Technician
32. Sub Finder Operator
33. Telecommunications Specialist
34. Transportation Coordinator/Assistant Board Secretary
35. Transportation Specialist/Courier
36. Transportation Specialist/Secretary
37. Treasurer of Student Accounts and Enterprise Funds

Excluded are all other employees, all employees represented in other negotiation units, confidential employees, managerial executives and supervisors within the meaning of the Act. The term "employee" or "employees" when used hereinafter in this Agreement shall refer to any employee represented by the Association in the negotiating unit as above defined, and references to employee(s) shall be deemed to include both male and female, except when the contract clearly limits the intent to one gender. The foregoing recognition shall continue in effect until the Public Employment Relations Commission certifies a new representative for the negotiating unit.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **A. DEFINITION**

1. A "grievance" is a claim by an employee covered by this Agreement or by the Association based upon the interpretation, application or violations of this Agreement, policies or administrative decisions affecting the employee(s).
2. The "grievant" is the person or persons making the claim.
3. "Working days" as used in this article mean the days on which the "grievant" is normally expected to be at work.

### **B. PURPOSE**

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 the parties to this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. PROCEDURE**

1. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) working days from the time of its occurrence or the time when the aggrieved became aware, or should have become aware, of the alleged grievance.

Step 1        An employee shall first review any potential grievance with the Association's Representative and then, at the employee's option with or without the Representative of the Association, shall discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the matter informally. The supervisor

shall attempt to adjust the matter and shall respond orally to the grievant and the Association Representative within five (5) working days.

Step 2 If the grievance has not been settled through discussions with the immediate supervisor, the grievant, or the Association, shall present the grievance in writing to the Director of Personnel within five (5) working days. The Director of Personnel shall communicate his/her decision in writing to the grievant and the Association within five (5) working days after he/she receives the written grievance.

Step 3 If the grievance is not settled at Step 2, the grievant or the Association shall have five (5) working days after receipt of the Director of Personnel's written decision to appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and shall state (a) the nature of the grievance, (b) the nature and extent of the injury, loss or inconvenience to the grievant, and (c) the dissatisfaction with the decisions previously rendered. The Superintendent shall respond in writing to the grievant and the Association within five (5) working days.

Step 4 If the grievance is not resolved at Step 3, the grievant or the Association may request, no later than five (5) working days after receipt of the Superintendent's decision a review by the Board. The request shall be submitted in writing through the Superintendent, and the Board shall render a decision in writing within two calendar weeks.

Step 5 If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to Arbitration. If Arbitration is requested, the Association shall notify the Board within ten (10) working days of the Board's decision in Step 4. Grievance concerning (a) any matter for which a specific method of review is prescribed by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (b) a complaint of an employee with less than three years of continuous employment by the Board which arises by reason of his not being re-employed; and (c) any matter not specifically part of this Agreement, shall not be deemed to be arbitrable.

2. The following procedure shall be used to secure the services of an arbitrator:
  - a. A joint request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question;
  - b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second submitted list, either party may request, within ten (10) working days from receipt of such list, the Public Employment Relations Commission to designate an arbitrator. The arbitrator shall limit himself/herself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The arbitrator's ruling/decision shall be binding on matters regarding violations of the contract. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and Association. All other expenses incurred shall be paid by the party incurring same.
3. Any grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected or approved by the Association. When the grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, or at any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the written decision in Step 2 shall be given to the Association.
4. No reprisals of any kind shall be taken by the Board, its administrators, or the Association against any grievant or his/her representatives by reason of his/her participation in the grievance procedure.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
6. The dismissal of an employee shall not be grievable unless that employee has more than three consecutive years of continuous employment by the Board.

**ARTICLE III  
EMPLOYMENT AND SALARIES**

**A. Compensation**

Initial Hiring Ranges and other salary information are contained in Appendix A, which is attached hereto and made a part hereof.

**B. Salary Payment**

1. Employees shall be paid in twenty-four (24) semi-monthly installments. Checks will be issued on the 15th and the last workday of the month, unless the 15th or the last workday of the month falls on a Saturday, Sunday, or holiday, in which case, the checks will be issued on the preceding workday.
2. When a pay day falls on or during a school holiday, employees shall receive their pay checks on the last previous school work day.
3. Employees shall receive their final checks for the school year and a list of pay dates for the following year on the last pay day in June.

**C. Normal and Summer Work Hours (except hourly staff)**

1. The normal work week for an employee shall consist of five (5) consecutive days of seven and a half (7.5) work hours daily, exclusive of a lunch period.
2. Summer hours shall be effective each school year from July 1 through August 22. Employees shall work six and a half (6.5) hours per day exclusive of lunch during the summer months.
3. Employees shall be entitled to a fifteen (15) minute break for every four (4) hours of work.
4. The present starting and ending times may be adjusted without loss of hours and/or pay up to 30 minutes with the mutual agreement of the employee and the supervisor.
5. The hours of work stated in C.1 and C.2 do not apply to hourly staff.

**D. Media Stipend**

Media/computer technicians shall receive a dinner allowance of up to \$10 (upon presentation of receipt) for work at Board of Education meetings and related evening functions.



**E. Emergency Closing Days**

When schools are closed due to inclement weather, the Central Office Staff will be expected to report for work unless otherwise determined by the Superintendent. In the event delayed openings are declared, employees are to report to work as listed in the delayed opening announcement.

**F. Early Dismissal**

On the day before Winter Break and the day before Thanksgiving, employees will work 8:00 a.m. until the last school dismissal or 8:30 a.m. until 30 minutes past the last school dismissal. If key employees have to remain at work, they shall be given comp time.

**G. Call Back Time**

An employee called back for unscheduled work outside his/her normal workday will be guaranteed compensation for three (3) hours of work. The three hour guarantee does not apply when an employee is scheduled to return to work outside his/her normal workday. Call back time will be compensated as overtime, in accordance with the overtime provisions of this Article, or as comp time. The employee may choose method of compensation.

**H. Overtime**

1. Employees will receive one hour of compensatory time (straight time) for all overtime worked until the number of hours worked in a work week exceeds forty (40). Employees will receive one and one-half hours of compensatory time (time and one-half) for all hours worked in excess of forty (40) hours in a work week.
2. Accumulated compensatory time off can be scheduled for use through mutual agreement of the employee and the immediate supervisor which must be in writing. Employees shall be paid for any compensatory time that remains unused after 60 calendar days. Payment will be made in the next pay period.

- I.** Any staff member who is assigned to the position of Operational Assistant will be compensated with additional (pensionable) salary in the amount of \$800 per year, paid in equal installments as part of the regular payroll. Such compensation will continue as long as the person is performing the duties of an Operational Assistant. It is understood that a person holding such title will be required to engage in Board provided training both before

being appointed as Operations Assistant and on an as needed basis thereafter.

## **ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES**

### **A. Association Notices, Meetings and Postings**

1. Whenever it is mutually agreed that any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, that employee shall suffer no loss in pay.
2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior written approval by the principal. Such approval shall not be unreasonably withheld.
3. The Association shall have the exclusive use of a bulletin board for reasonable and legitimate Association business.

### **B. Dues and Deductions**

1. Upon receipt of a lawfully executed written authorization from an employee, the Board agrees to deduct the regular monthly Association dues for such employee and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the Association, in writing, to receive such deductions.
2. The Association will notify the Board, in writing, of the exact amount of such regular membership dues to be deducted.
3. Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of the contract year.
4. All legal Public Employees Retirement System (PERS) and other authorized deductions shall be made from each employee's pay.
5. The Board shall deduct from the employees' salaries money for any or all of the following as requested by such employees:
  - a. Annuities
  - b. Local Dues
  - c. Contributory Life Insurance
  - d. Public Employee Charitable Campaign Fund
  - e. United States Savings Bonds

- f. Mercer County Credit Union
- g. Disability Insurance

**C. Representation Fee in Lieu of Dues**

1. In accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended, the Board shall deduct and pay over to the Association a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Association. The representative fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The said representation fee in lieu of dues shall be deducted from the employee's pay each month and the Board shall remit such deduction by the tenth (10) day of the succeeding month to the Association treasurer.
2. The Association agrees to establish and maintain a "demand and return" system in accordance with N.J.S.A. 34:13A-5.6 whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" of expenditures by the Association that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Association. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34-13A-5.6, as amended.

**D. Association Representatives**

1. The Board agrees to recognize one Association Representative and one alternate Association Representative selected by the Association; however, the alternate Association Representative will only be recognized and subject to the requirements of this Agreement when he/she is the acting Association Representative which only occurs when the regular Association Representative is absent due to vacation or illness. An Association Representative shall be granted a reasonable amount of time during his/her working hours to interview an employee

who has a grievance and to discuss the grievance with the employee's immediate supervisor.

2. When the Association Representative is required to leave his/her place of work to handle grievances, the Association Representative must first get permission from his/her supervisor, and also from the supervisor of the employee with whom the Association Representative will be interviewing. Such permission shall not be unreasonably withheld by the supervisors, but shall be granted upon reasonable terms and conditions not interfering with the schedules and operations of the employer.

#### **E. Equal Treatment**

1. The Board and the Association hereby agree that in the application and administration of this Agreement they will observe the State Law regarding non-discrimination. N.J.S.A. 10:5-12.
2. The Board and the Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of the Association membership or non-membership.
3. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### **F. Working Conditions**

Employees shall not be required to work under unsafe, unsanitary, or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.

### **ARTICLE V MANAGEMENT RIGHTS**

The Board hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.

2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.
3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees, to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.
7. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.

## **ARTICLE VI INSURANCE AND RETIREMENT BENEFITS**

(Note that the language of this Article is subject to the provisions of P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78.)

### **A. Insurance Benefits – Salaried Staff**

1. Only salaried employees who work at least 50% of a normal workload are eligible for insurance coverage.
2. An employee covered with an indemnity plan on July 1, 2001, may elect to continue the indemnity plan provided the employee pays the difference between the cost of a PPO Health Plan and the cost of an indemnity plan.
3. On an annual basis, any employee may elect to waive coverage in the Board's entire health insurance program, or in any of the separate plans (medical, dental, prescription and/or vision), and shall be compensated under the District's IRS Code Section 125 Plan. Compensation shall be at a dollar value of 25% of the Board's cost of the coverage waived by the employee. An employee who qualifies for dependent coverage may waive such coverage and will be compensated at the appropriate dependent coverage rate, otherwise compensation will be at the single rate.

4. An employee may enroll in any Board of Education approved PPO or HMO insurance benefit plan.
5. The Board agrees to pay 100% of Board approved HMO and PPO plans for single, husband/wife, family, and parent and child coverage. Effective as soon as possible after ratification of the 2007-10 Agreement, the Board will pay 100% of Board approved HMO and PPO plans for employee coverage only, and 95% for employee/dependent coverage.
6. HMO Blue coverage shall include a ten dollar (\$10.00) office visit co-pay.
7. Drug Prescription Plan (Major Medical) Medicare Plan

Single Plan	100%
Family Plan (1 over 65)	95%
Family Plan (2 over 65)	95%
Husband-Wife (1 over 65)	95%
Husband-wife (2 over 65)	95%

8. Prescription Drug Only
  - a.
 

Single	100%
Family	95%
Husband & Wife	95%
Parent & Child	95%
  - b. The co-pay under the prescription plan shall be \$10.00 for generic, \$15.00 for name brands, and \$20/\$30 for a 90 day supply ordered by mail-in. Prescriptions shall not be reimbursable through the major medical plan unless they are specifically excluded under the prescription plan. Co-payment under the prescription plan is reimbursable under the major medical plan.
9. A full family dental program will be provided by the Board of Education. This program shall be consistent with the plan described by the proposal submitted by the Connecticut General Plan or the New Jersey Blue Cross/Blue Shield. The Board will pay 100% of the premium for single employee coverage and 95% of the premium for all other plans, with no cap on the amount. The plan will have an annual deductible of \$100 per person, to a maximum of \$200 per family. Until this change in deductible takes place, the plan will continue to

have an annual deductible of \$50 per person, to a maximum of \$100 per family.

10. The Board shall maintain a family vision care program for employees provided by VSP, with a \$20 deductible.
11. The Board retains the right to change insurance carriers provided that the benefits remain unchanged. No change in carrier will be made without prior consultation and input from the Association.

**B. Retirement Benefits – Salaried Staff**

1. The Board agrees to provide retirement benefits (PERS) in accordance with applicable New Jersey Statutes.
2. The Board will pay for three (3) years health coverage in accordance with existing plan following date of employee's retirement. To be eligible for this coverage the employee must meet the following requirements:
  - a. Actual retirement under PERS.
  - b. Fifteen (15) years through twenty-four (24) years of service in Lawrence Township Public Schools.
  - c. Must be at least 55 years of age.
3. Payment for unused sick leave at the time of retirement, after fifteen (15) years of service in the Lawrence Township Public School System, will be based on the employee's per diem rate of pay and will be reimbursed at the rate of one day for every two unused sick leave days capped at \$10,500. Whenever an employee dies having any earned sick leave, there shall be paid to the employee's estate a sum of money equal to compensation figured on the employee's per diem rate of pay at the time of the employee's death.

**C. Hourly Staff**

1. Medical coverage. (Effective as soon as possible after ratification, hourly employees shall be entitled to health insurance benefits as described below.)
  - a. Full time hourly employees (6 hour minimum) shall, upon commencement of the tenth (10) year of employment, be entitled to employee only Board paid HMO or PPO. The individual may at his/her own expense pay through payroll

deductions the difference in premium for family PPO or family HMO or for the district's indemnity plan (from PPO). Part time hourly staff, commencing with the 20th year of employment, working less than six hours per day shall be entitled to a pro rata portion of Board paid health insurance.

- b. The Board agrees to make available to each employee and dependent at no cost to the Board medical insurance protection.

2. Dental coverage.

The Board shall provide 100% of the cost for the employee only (in the above dental plan) for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro rated. Effective July 1, 2008, the plan will have an annual deductible of \$100 per person, to a maximum of \$200 per family.

3. Prescription coverage

The Board shall provide 100% of the cost of the employee only (in the above prescription drug plan) for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated. The co-pay under the prescription plan shall be \$15.00 for name brands, \$10.00 for generic, and \$30/\$20 for a 90 day supply ordered by mail.

4. Vision coverage

The Board shall provide 100% of the cost for the employee only of the current vision plan for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated.

## **ARTICLE VII HOLIDAYS AND VACATIONS**

### **A. Holidays**

The Board will determine, in accordance with the Law, the dates between which the schools will be open and will adopt each year a school calendar that shows the holidays recognized by the Board. All employees, except hourly staff, shall have the Board recognized holidays listed on the school calendar as paid holidays, which shall be a minimum of fifteen (15) days. In addition to the fifteen (15) holidays, all employees, except hourly staff, shall



have the Friday of the NJEA Convention as an additional paid day off, provided that school is not in session on that day. If for some reason schools are open on the Friday of the NJEA Convention, one additional day will be added to winter or spring break.

## **B. Vacations**

1. All employees, except hourly staff, will be entitled to annual vacation as follows:
  - a. All employees currently employed in the Lawrence Township School District as of July 1, 1993 are entitled to twenty-two (22) vacation days after one (1) year of employment.
  - b. Any employee hired after July 1, 1993 is entitled to fifteen (15) vacation days after one (1) year of employment. After completion of ten (10) years of employment, employees are entitled to twenty-two (22) days vacation.
  - c. Whenever an employee dies having any earned vacation leave, there shall be paid to the employee's estate a sum of money equal to compensation figured on the employee's salary per diem rate at the time of the employee's death.
2. A year is to be considered July 1 through June 30. Employees hired between these dates will have their vacation pro-rated for the following year.
3. All unused vacation time may be carried to the next school year. Employees cannot accumulate more than forty-four (44) days. Anytime over that converts to sick days.
4. Whenever an employee voluntarily terminates his/her employment with the Board and provides the Board with ten (10) days notice of said resignation, that employee shall be entitled to any vacation pay which he/she has earned.
5. Vacation time must be approved in writing, as follows:
  - a. A person who wishes to take up to four (4) days vacation will need to have written approval for such vacation at least two (2) business days before the vacation begins.

- b. A person who wishes to take five (5) or more days vacation will need to have written approval for such vacation at least five (5) business days before the vacation begins.

Such advance approval will be waived in an emergency situation involving the health or safety of the employee, spouse, domestic partner, child, child of domestic partner, parent or grandparent. It is understood that in such emergency situations, the employee will seek vacation approval as soon as possible.

6. Vacation time may not be taken during the 5 day period immediately before the opening of school and during the first 5 days of school.

## **ARTICLE VIII LEAVE OF ABSENCE**

### **A. Sick Leave**

1. All employees will be allowed thirteen (13) sick leave days per year. Any unused sick leave from one school year may accrue and be used in any other school year.
2. Any employee who has exhausted all of his/her sick leave days provided for in (1) above may apply to the Board for additional paid sick leave. Such additional paid sick leave may be granted by the Board in accordance with NJSA 18A:30-6, and will be compensated at the employee's daily rate of pay, less the cost of a substitute's salary.

### **B. Personal Business Leave**

1. Personal business leave is defined as the absence of an employee during school hours for urgent or pressing matters that cannot be attended to at another time. These days are not intended for recreational type activities which shall be considered as "vacation days".
2. Personal business leave shall not be used to extend a school holiday or vacation without approval of the Superintendent. A request for Personal Business Leave made for a time occurring immediately preceding or following a holiday or vacation will be of necessity, therefore, require the reason for said leave be set forth so that discretion may be exercised.

3. Absence of three (3) personal business days per year will be granted an employee without reduction in pay. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year. No more than fifteen (15) sick days may be accumulated in any one year for future availability.

### **C. Professional Leave**

Any staff member may use a professional leave day to attend the NJEA Conference with the approval of their Supervisor and the Director of Personnel.

### **D. Bereavement Leave**

1. Bereavement leave shall be defined to mean the leave from a post of duty by an employee due to the death of a member of the immediate family.
  - a. Immediate family: Up to five (5) days leave per occurrence without loss of pay shall be granted when an employee suffers a loss of a member of the immediate family. "Immediate Family" shall include husband, wife, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, cohabitant partner, child of cohabitant partner, or any member of the employee's immediate household.
  - b. Other close relatives: Up to three (3) days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of a sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law.
  - c. Close friend or a relative who is not a member of the immediate family: Up to one (1) day of leave per occurrence without loss of pay shall be granted for an employee to attend the funeral of a close friend or relative who is not a member of the immediate family.
2. In computing such days, the following days will not be counted: legal holidays, weekends, or other days when the employee's attendance is not required.
3. In unusual circumstances, the Superintendent is authorized to determine if a special relationship existed between the deceased and the employee who is not covered by any policy, and to determine if a leave is warranted due to these special circumstances. In such

instances, the Superintendent is authorized to take discretionary action.

**E. Family Illness Leave**

Up to three (3) days leave of absence per year without loss of pay will be allowed when personal presence is needed due to illness of a spouse, parent, grandparent, child, grandchildren, brother, sister, spouse's parents, cohabitant partner, or child of cohabitant partner.

**F. Disability/Maternity Leave**

1. An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.
2. Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
3. The Board recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the thirty (30) days preceding and the thirty (30) days following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.
4. The Board reserves its right to request that an employee applying for leave submit a statement of health from her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action.
5. The Board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
  - a. Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.

- b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
    - 1. The employee fails to produce a certification from her physician that she is medically able to continue working; or
    - 2. The Board's physician and the employee's physician agree that she cannot continue working; or
    - 3. Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expenses of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
  - c. Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18A.
- 6. When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two (2) months accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one (1) month before childbirth.
  - 7. In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.
  - 8. The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. The Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
  - 9. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior

to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.

10. Except as otherwise provided in this Article, no employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in agreement, that conflict of medical opinion shall be resolved in the same manner as set forth above.

#### **G. Child Care and Adoption Leaves of Absence**

1. The Board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions:
  - a. An employee may request an unpaid leave of absence to care for a newly born or adopted child.
  - b. Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than ninety (90) days prior to the requested commencement date of the leave. This ninety (90) day notification period may be reduced by agreement between the employee and the Superintendent.
  - c. An employee may return to work within the school year in which the leave begins, provided he/she shall have specified the month when he/she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, or adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. An employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave beyond the school year in which it commences, shall be permitted to do so if he/she makes application at least three (3) weeks prior to the commencement date of his/her leave of absence.

- d. An employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he/she actually returns from such leave) provided he/she has worked at least one-half of the contractual work year.
  - e. No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lawrence Township School District in the area of his/her competence.
2. An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

#### **H. Family Leave Act**

The Board shall provide eligible employees with up to twelve (12) weeks of unpaid leave while maintaining all the employee's health benefits to handle serious illness in the family, childbirth/care or adoption in accordance with federal and state laws governing family leave.

#### **I. Military Leave**

Military leave without pay shall be granted to an employee drafted into or recalled to military service, or volunteering in a period of national emergency. An employee on military leave of absence shall be entitled upon return to work to such tenure, pension, and other unemployment benefits as were provided by applicable statutes. This entitlement shall not extend to anyone who voluntarily extends his/her service beyond the initial time required by the US Military.

#### **J. Jury Duty**

When employees serve on jury duty, they will be paid their regular contractual salary for each day they are required to report and be available for selection as a juror.

#### **K. Miscellaneous Items**

1. Leaves taken pursuant to Section B through D above shall be in addition to any sick leave to which the employee is entitled.
2. The Board may grant such additional leaves of absence without pay, as it may deem necessary and appropriate.

**ARTICLE IX  
GENERAL PROVISIONS**

**A. Course Reimbursement**

1. The Board of Education shall provide a total of \$6,000.00 total for the entire unit per year for tuition reimbursement to be divided by LABTA salaried employees as per outlined in the rules below.
2. Application for reimbursement must be made prior to August 1 of any given year and is subject to prior approval by the Superintendent of Schools or designee.
3. To be eligible for reimbursement, a course must relate to the employee's current assignment, and must provide a benefit to the school district.
4. Non-certificated staff shall be reimbursed for a maximum of two (2) courses (maximum of six credits) per year at state college undergraduate rate. Any residual amount will be distributed among the staff who paid for more than 6 credits in the applicable year. Payment shall be made on a pro-rated basis predicted upon the residual amount and the total number of excess credits for all such staff. If the total amount is greater than the allotted amount for any given year, the factor will be calculated by dividing the allotted amount by the total number of credits submitted for reimbursement. Each individual will be reimbursed an amount equal to the number of credits submitted multiplied by the calculated factor.
5. Payment should be made prior to September 1.
6. Any employee who voluntarily leaves the school district within two (2) calendar years of completion of a course for which he/she is reimbursed shall at the time of separation reimburse the Board of Education for the full amount of its original payment. This will take effect for all courses taken after July 1, 2013 and will not apply to previous tuition reimbursements.

**B. Higher Classification Rate**

Any employee filling in at a higher paying position for more than seven (7) consecutive work days, shall be paid at the higher rate for that period. Payment will be made retroactive to the first day. Any employee, filling in



for an absent employee for more than seven (7) consecutive work days, in addition to his/her own work duties should be reimbursed for the extra work involved for up to five (5) hours per week (with prior approval) at the rate of the absent person. Any hours in excess of these five (5) hours will be reimbursed with comp time.

**C. Longevity Pay**

20 years service	\$1300
25 years service	\$1500
30 years service	\$1700.

Effective July 1, 2014, all longevity levels below 20 years were eliminated. Any employee who received, prior to July 1, 2014, a longevity payment for a level below 20 years will continue to receive that payment until a 20 year longevity level is reached.

**D. Vacancy Listings**

Vacancy notices must be posted for at least five (5) working days, listing qualifications, salary range, and location.

**E. Mileage**

Any employee using his/her personal vehicle will receive a mileage allowance (as determined by State of New Jersey) per mile.

**F. Employee Rights**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**G. Agency or Court Jurisdiction**

The parties agree that if any agency or court of competent jurisdiction nullifies any portion of this Agreement, said portion becomes null and void and all other sections of the Agreement shall remain in full force and effect.

**H. No Other Agreements**

The parties agree that they have negotiated on all matters that were or could have been negotiable and that there are no additional promises, guarantees, warranties or agreements other than those specifically contained in this contract. The parties agree that there will be no new

negotiations until the successor agreement provisions of this contract come into effect.

**I. Conformity to Law**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Whenever the District is informed by the State of new laws that impact on employees covered by this Agreement, the District shall so inform the President of LABTA.

**J. Notice To Parties**

Whenever any legal notice is required to be given by either parties to this Agreement to the other, pursuant to the provisions of the Agreement either party shall do so by telegram or certified mail at the following addresses:

1. If by the Association, to the Board at 2565 Princeton Pike, Lawrenceville, New Jersey 08648.
2. If by the Board, to the Association at the school address of the Association President.

**K. Copies of Agreement**

Copies of this Agreement shall be posted on the District website within thirty (30) days after the Agreement is signed.

**L. Entire Understanding**

This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the subsequent re-opening of negotiations in adherence with the dates set forth in this Agreement.

**ARTICLE X**

**DURATION OF AGREEMENT**

- A. This Agreement shall be in effect as of July 1, 2013, and shall continue in effect through June 30, 2016. This Agreement shall not be extended orally, and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- B. The Board representative and the recognized employee representatives, as selected by their organizations, shall enter into collective negotiations concerning a successor Agreement to this one no later than November 1, 2015. Such negotiations shall begin with the complete proposals of the Association submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practical prior to November 1, 2015.
- C. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon. Lawrence Township Board Lawrence Administrative of Education Business and Technical Association

**Lawrence Township  
Board of Education**

**Lawrence Administrative Business  
and Technical Association**

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Laura Waters, PhD.  
*President*

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Patricia Maria  
*President*

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Thomas Eldridge  
*Board Secretary*

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Date

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Date

**APPENDIX "A"**  
**LAWRENCE ADMINISTRATIVE BUSINESS**  
**AND TECHNICAL ASSOCIATION**

**A. Initial Hiring Ranges**

New employees based on their years of experience and qualifications shall be hired in the range indicated below for the classification of their position.

Salaried staff:                 \$35,000 to \$53,000

Hourly staff:           Bus Attendant:     \$15.70

                              Bus Driver:         \$19.90

**B. Compensation**

1.2. Salaried staff will receive the following increases (based on their percentage of full-time).

2013-14: 2.0% increase on the prior year's base salary for each person.

2014-15: 2.0% increase on the prior year's base salary for each person.

2015-16: 2.0% increase on the prior year's base salary for each person.

1.3. Hourly staff

1.3.1. Bus Attendants

2013-14: 2.0% increase on the prior year's hourly rate for each person.

2014-15: 2.0% increase on the prior year's hourly rate for each person.

2015-16: 2.0% increase on the prior year's hourly rate for each person.

1.3.2. All others

2013-14: 2.0% increase on the prior year's hourly rate for each person.

2014-15: 2.0% increase on the prior year's hourly rate for each person.

2015-16: 2.0% increase on the prior year's hourly rate for each person.