

JULY 1, 2009

AGREEMENT

BETWEEN

THE LUMBERTON TOWNSHIP BOARD OF EDUCATION

AND

THE LUMBERTON TOWNSHIP EDUCATION ASSOCIATION

2008-2011

TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
1	Recognition	1
2	Negotiation Procedure	1
3	Grievance Procedure	2
4	Employee Rights/Personnel Record	5
5	Reduction in Force	5
6	Work Year/Work Day	6
7	Professional Development and Improvement	13
8	Duty-Free Lunch Periods and Preparation	15
9	Salary Guides/Increments	16
10	Extra-Curricular Activities	18
11	Temporary Leaves of Absence	19
12	Extended Leaves of Absence	19
13	Disability/Child Rearing Leave	20
14	Sick Leave	21
15	Insurance	23
16	Deduction from Salary/Representation Fee	26
17	Employee Evaluation	28
18	Miscellaneous Provisions	28
19	Understandings Reached by the Parties	30
20	Duration of Agreement	32
	Grievance Form	33

APPENDICES

A	Schedule X (Extra-Curricular Activities)	34
B-1	2008-2009 Teachers' Salary Guide	36
B-2	2009-2010 Teachers' Salary Guide	37
B-3	2010-2011 Teachers' Salary Guide	38
C	Step Movement for Teachers	39
D	Maintenance Mechanics' Salary Guides	40
E	Grounds Salary Guides	41
F	Custodians' Salary Guides	42
G	Tier I Aide Salary	43
H	Tier II Aides – Hourly Rate Guides	43
I	Cafeteria Personnel – Hourly Rate Guides	44
J	Playground Aides - Hourly Rate Guides	44

**ARTICLE 1
RECOGNITION**

- A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel and support staff including teacher aides, cafeteria personnel and aides, playground aides, maintenance mechanics, custodians and grounds person, whether under contract, or on leave, employed by the Lumberton Township Board of Education and reimbursed fully or partially by guides or scales represented in the terms and conditions of this agreement.

Excluded are the Superintendent, Principals, Assistant Superintendent, Assistant Principal, Child Study Team Director, Board Secretary/School Business Administrator, Educational Technology Director, Coordinator of Communication Services, Athletic Director, all Managerial Executives, Supervisors and employees within the meaning of the Act, Confidential employees, Clerical employees, Craft employees, Supervisory Employees, Daily Substitutes, EDC employees and all other employees employed by the Lumberton Township Board of Education.

- B. Unless otherwise indicated, the term “employee”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit as defined. References to male employees shall include female employees.

**ARTICLE 2
NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employees’ employment. The parties shall exchange written proposals simultaneously on the November 1st preceding the expiration of this Agreement. The parties shall schedule a date so that negotiations commence no later than November 15th. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations as is allowed under Title 18A of the Statues of New Jersey.

- D.
 - 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Each party shall submit to the other at least four (4) days prior to the meeting, an agenda covering matters they wish to address. LTEA shall deliver the LTEA's proposed agenda to the Superintendent. These meetings are not intended to bypass the grievance procedure.
 - 2. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the employees involved are free from assigned instructional responsibilities, unless otherwise agreed.
 - 3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be ratified by the Board and Association, and be signed by the authorized representative of the Board and the Association.
 - 4. Copies of the adopted Agreement shall be distributed after ratification to each member of the Association within 90 days. The cost of printing and distributing the collective bargaining agreement will be shared equally between the Board and the LTEA.
- E. The Board or its representative shall not negotiate with any other individual or organization relative to terms and conditions of employment concerning the employees covered by Article 1 of this agreement, other than LTEA, for the duration of this Agreement.
- F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.
- G. 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/Conditions

- 1. A "Grievance" shall mean a complaint of an employee (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement (Articles under Section 1 shall be binding on both parties by the arbitrator's decision. 1) or (2) that he/she has been treated unfairly or inequitably by reason or any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. (Articles under Section 2 shall be non-

binding on both parties by the arbitrator's decision.) However, the term "Grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the 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.
4. Person or persons making such claim must do so within ten business days of the alleged incident or within ten business days of the time the affected party knew or should have known from the attendant circumstances that a potential grievance existed. Exceptions of business days shall be those days designated as "paid holidays" in Article 6, Section C.1.i. of this agreement.
5. The attached grievance form shall be utilized in the filing of a complaint by a unit member.

B. Procedure

1. Level One

- (a) An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, with the objective of resolving the matter informally.
- (b) If the aggrieved person is not satisfied with the result of discussion of his/her case at 1. (a) he/she may file a grievance in writing to the principal or immediate supervisor within ten (10) business days. He/she must render a written decision within five (5) business days from receipt of the written grievance.

2. Level Two

If the aggrieved person is not satisfied with the principal's or immediate supervisor's decision at 1.(b), he/she may appeal in writing to the Superintendent within five (5) business days from receipt of that decision. The Superintendent must render a written decision within five (5) business days. Also, the Superintendent shall be available for discussion within these same five (5) business days with the grievant.

3. Level Three

If the aggrieved person is not satisfied with the Superintendent's decision at Level Two, he/she may file a written appeal to the Board within fifteen (15) business days from receipt of the Superintendent's decision. The Board shall meet with the aggrieved and the Association Representative(s) at the first regularly scheduled board meeting after notification (or by mutual agreement at the following regularly scheduled board meeting). Notification to the Board shall be addressed to the Board Secretary. The Board shall render a written decision within ten (10) business days of the meeting.*

- * Exceptions to time frames at Level Three and Four must be mutually agreed to by both parties.

4. Level Four

If the aggrieved is not satisfied with the decision at Level Three, within fifteen (15) business days from receipt of the Board's written decision, the grievant may request arbitration of the dispute utilizing the American Arbitration Association.*

The cost of arbitration will be borne equally by both parties.

The Arbitrator shall not have the power to add to, or subtract from, or by any other means change the terms and conditions of this contract.

Copies of all written correspondence from either party shall be promptly forwarded to the Board Secretary.

If each party does not meet the contractual obligations of the time constraints, the grievance shall be considered null and void if the Association does not meet the requirements, or the grievance shall be granted to the aggrieved party if the requirements are not met by the Board.

If it is understood that reasonable extension to the time requirements will be granted in the event the Administration cannot provide a timely response due to the absence of applicable administrators.

- Exceptions to time frames at Level Three and Four must be mutually agreed to by both parties.

**ARTICLE 4
EMPLOYEE RIGHTS/PERSONNEL RECORDS**

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School laws or other applicable laws and regulations.
- B. 1. Upon twenty-four (24) hours written request to the superintendent, an employee shall have the right to review the content of his/her files during lunch and or break time or before or after working hours as mutually scheduled. The employee shall be entitled to be accompanied by an LTEA representative during such review.
2. No material shall be placed in personnel files unless the employee has had the opportunity to review same. The employee shall have the opportunity to submit a written rebuttal to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy, where such material is not removed from the employee's files.
- The employee shall initial and date all documents to be placed in the personnel file. The employee's initials shall not mean agreement with the contents of the document, but that the contents of the document have been made known to the employee.
3. If upon examining his/her files the employee has reason to believe that there are inaccuracies in documents contained therein, the employee may submit a written memorandum to the Superintendent explaining the alleged inaccuracy. If the Superintendent concurs with the employee's contentions, the Superintendent shall either remove the faulty document or attach the employee's memorandum to the document in the file and note thereon the Superintendent's concurrence with the memorandum's contents.
- C. Upon request, the Board shall provide the Association with information necessary to negotiate and administer the collective bargaining agreement. The cost of copying such documents shall be in accordance with Board policy on copying costs and such copying costs to the Board shall not exceed \$200 annually.

**ARTICLE 5
REDUCTION IN FORCE**

A. Teachers

Reduction in force of tenured teachers shall be in accordance with Title 18A, New Jersey Statutes annotated.

B. Support Staff

Seniority shall be based on continuous service in the district in a category. In case of layoff, seniority shall apply (i.e., last in, first out). In case of recall, inverse seniority shall apply (i.e., last out, first in). Employees must be qualified to fill available positions.

- C. The Board and the Association shall jointly and cooperatively prepare a seniority list of unit members not later than March 15th of the academic year.

**ARTICLE 6
WORK YEAR/WORK DAY**

A. Teachers/Ten Month Employees

1. The in-school work year for teachers employed on a ten month basis shall not exceed one hundred and eighty-four (184) days. At least three (3) entire work days will be devoted to in-service training for teachers.
2. The school work day for teachers shall be as follows:
 - a. Teachers scheduled at the Middle School, Bobby's Run School, and the Ashbrook Elementary School shall work seven hours and ten minutes per day on all scheduled days, except for half days that are part of the school calendar. Effective July 1, 2001, the teacher non-instructional time shall be reduced in some combination of eight (8) minutes at the Middle School and at Bobby's Run. One (1) minute has been added to each period to create eight (8) 48 minute periods.
 - b. Teachers assigned to the F. L. Walther Elementary School shall work seven hours and eighteen minutes per day on all scheduled days, except for half days that are part of the school calendar.
 - c. The school work day for teachers shall normally begin at 8:20 a.m. Starting times may be adjusted to accommodate student transportation needs within a range of plus or minus thirty-five (35) minutes.
 - d. Notice of school starting time shall be made to teachers the day after the regularly scheduled meeting of the Board in August.
 - e. Guidance Summer Work
 1. All other Guidance work in the summer shall be paid at the per diem rate of pay, subject to the provisions of 4. below.

2. a. At the Middle School and at Bobby's Run, there shall be at least five (5) days of summer guidance work.
 - b. In the event that the District needs additional days beyond those in a. above, it shall give written notice to all affected employees by June 1st.
 - d. Days worked under a. shall be treated as pensionable income.
 3. Days worked beyond 10 days shall be paid in salary or in compensatory time, at the teacher's choice.
 4. Scheduling of days shall be mutually agreed between the employee and the building administrator except in the case where there has been no mutual agreement and the District requires the services to be performed by the specific employee. In that event, the day(s) shall be scheduled by the Administration.
 - f. The Autistic Teacher position requires working an additional thirty-one (31) 4.5 hour days. Within this time, the teacher will receive thirty (30) minutes of daily preparation time, fifteen (15) minutes prior to and fifteen (15) minutes following the student's four (4) hour day. The teacher's salary will be prorated for 62.76% of his/her daily salary in the fiscal year that the program occurs. This additional salary is to be calculated and paid throughout the summer months consistent with the summer pay dates for twelve (12) month employees. The dates of the extended year program will be conveyed to the teacher 30 days prior to the start of the program.
3. Under the current eight (8) period middle school (6, 7, 8 grades) schedule, teachers will be required to carry up to a maximum of thirty (30) teaching periods a week.
 4. The school day shall consist of half (1/2) days the last two (2) student days of the school year.
 5. Faculty meetings may be scheduled by the administration to begin ten minutes after the close of the student day. Attendance by teaching staff members at scheduled faculty meetings shall be required unless excused by the building principal. Faculty meetings shall not exceed forty-five (45) minutes in length. Attendance shall not be required at more than ten faculty meetings during the course of the school year. Effective July 1, 2009, attendance shall not be required at more than 12 faculty meetings during the course of the school year. Effective July 1, 2010, attendance shall not be required at more than 15 faculty meetings during the course of

the school year. No more than two faculty meetings shall be scheduled each month.

6. Teachers shall be required to attend one “Meet Your Teacher Night” event per year determined by the building level administration.

B. Support Staff Work Year

The work year, subject to the Board’s right to abolish and create positions, shall be as follows:

1. Custodians – 12 months
2. Tier I and Tier II Aides – Student calendar. Additional hours may be assigned as requested by the administration on a pro-rated hourly basis.
3. Cafeteria Aides and Other Support Personnel – Student calendar on days when lunch is served; plus an orientation day and/or clean-up day, as assigned.

C. Support Staff Work Day

1. Custodians

- a. During the school year, three workshifts will be established on a Monday through Friday basis as follows:

- 1.) 6:45 a.m. to 2:45 p.m.
- 2.) A “flex shift” from 12:00 noon to 8:00 p.m. where the actual starting and ending times may be adjusted by as much as two hours. Once the board has determined the actual time to be set for the flex shift in each of the Board’s school buildings, the times of the “flex shift” shall remain fixed for the duration of the school year.
- 3.) 3:00 p.m. to 11:00 p.m.

- b. (1.) During the summer recess, the work shifts shall be revised as follows:

- a.) 7:00 a.m. to 3:00 p.m.
- b.) 10:30 a.m. to 6:30 p.m.

Volunteers will be requested for the 10:30 a.m. to 6:30 p.m. work shift during the summer months. If no one volunteers

for this shift, then custodians will be assigned to the later shift on a rotating basis.

- c.
 - (1.) There shall be one (1) custodian on a Tuesday through Saturday shift which will run from 3:00 p.m. to 11:00 p.m. on Tuesday through Fridays and from 8:00 a.m. to 4:00 p.m. on Saturday.
 - (2.) The custodian filling this shift must possess a Black Seal license.
 - (3.) Assignment to such a schedule initially shall be made to a custodian who volunteers for this schedule change. The volunteering custodian who has the most seniority in the District will be appointed to the position.
 - (4.) In the absence of an appointment under 3. above, assignment by the administration will be made to the next full-time custodian hired on or after July 1, 2001.
 - (5.) In the event of a vacancy in this Tuesday-Saturday shift after the initial appointment, the District shall seek volunteers for the position. The volunteering custodian who has the most seniority in the District will be appointed to the position. In the absence of a volunteer, assignment by the administration will be made to the next full-time custodian hired after the vacancy occurs.
- d. Custodians shall receive notice of shift assignment and flex shift hours by August 18th of each calendar year of this agreement.
- e. Except in emergency situations, custodians shall be provided thirty days notice of transfer from one shift to another.
- f. Any custodian called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours.
- g. Overtime shall be paid at the rate of one and one half (1-1/2) times the employee's regular straight time hourly rate for all time worked in excess of forty hours per week. All overtime assignments shall be offered on a District seniority basis and shall follow a rotational schedule.
- h. Vacations
 - 1. During the first year of employment, vacation is earned pro rata through June 30th under the terms of C. 1. below. During the last year of employment, if the employee leaves

prior to July 1, vacation is earned pro rata through that date under the terms of C. 2., 3. or 4., below, as relevant.

For an employee who begins after July 1 in any year, the time between July 1 and September 30 shall count as if he/she was employed as of July 1 for the purposes of this section. Such time will also qualify as a "full year" for the purposes of C. below.

2. Vacation is accrued annually on July 1 following the initial hire date and then each year thereafter.
3. These are the vacation entitlements:
 - a) Less than 1 year in District 1 day per month up to 10 days
 - b) Completed one full year but less than 4 years as of July 1 10 days
 - c) Completed 4 full years but less than 11 years as of July 1 15 days
 - d) Completed 11 or more years as of July 1 20 days
4. If an employee, under 3. c) and 3. d) above, has an anniversary date other than July 1, he/she will also be credited with a proportion of the increase from 10 days to 15 days or from 15 days to 20 days based upon when his/her anniversary date is in the following year. For example, if an employee's 4th anniversary date is January 1, 2009, he/she shall be credited on July 1, 2008, with 10 days' vacation plus half of five days for a total of 12 and ½ days. On July 1, 2009, he/she shall be credited with 15 days.
5. Custodians shall submit his/her intended vacation day(s) request in writing to the supervisor. Upon receipt of the request, the supervisor shall respond within five (5) business days. If within the five (5) day period, another custodian applies for the same day(s), seniority shall prevail. Once the five (5) day period response period has elapsed, approved vacation cannot be revoked because of a seniority claim of another custodian. While the Administration may make operational determinations regarding the approval of vacation time requested, nothing in the foregoing can be read to imply, within those determinations, that vacation may only be granted to one custodian on any day or series of

days. The Administration shall give fair consideration to all vacation requests.

The supervisor shall post a monthly update of the custodial vacation list continually encompassing all scheduled vacation.

- i. The eight hour work shifts shall include two (2) ten (10) minute coffee breaks and a thirty (30) minute lunch. Part time shifts of at least four (4) hours shall receive one (1) ten (10) minute coffee break.
 - j. The following shall be considered paid holidays:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Good Friday
 - Easter Monday
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Work day following Thanksgiving (in observance of Veteran's Day)
 - Christmas Day
 - Work day preceding Christmas Day
- (1.) In the event that any of the above holidays fall on a scheduled school day, the custodians shall work that day and receive a day off in lieu thereof as mutually agreed. Work on that day shall be paid at two (2) times the regular hourly rate.
 - (2.) In the event that any of the holidays fall on a Saturday, the employee shall receive the preceding Friday as the holiday. In the event the holiday falls on a Sunday, the employee shall receive the following Monday as the holiday.
- d. If specific custodial uniforms and shoes (including safety shoes) are required, the Board shall incur the full cost.

2. Aides

Aides shall be divided into two (2) categories:

Tier I Aides
Tier II Aides

- a. Specified Class – Tier I Aides shall consist of one (1) specifically identified employee. That employee is Nancy Stellwag. It is the intention of the parties that the Tier I Aide positions shall be accorded to the individual set forth above. Once this individual leaves her position as a Tier I Aide, the positions shall expire.
- (1.) Work Day – Tier I Aides shall work 6.5 hours per scheduled school day.
 - (2.) Student Year – Tier I Aides shall work only when students are scheduled to be present (the student calendar), except if requested to attend special programs by the administration. In this event, Tier I Aides will be compensated at their hourly rate for the time spent attending special programs.
 - (3.) Lunch – Tier I Aides shall not be compensated for time spent at their thirty consecutive minutes of duty-free lunch.
 - (4.) Benefits – Tier I Aides shall receive the full range of benefits accorded to other full-time employees.
 - (5.) Salary – Tier I Aides shall be paid an annual salary. Equal salary payments shall be calculated in accordance with a salary guide. Payment shall be at the same time as other ten (10) month employees of the school district and divided into 22 equal pays.
 - (6.) Deployment – Tier I Aides may be deployed to duties as need dictates and at the discretion of the administration. This includes, but is not limited to: classroom assistance, cafeteria duty, playground supervision, bus duty, and hall duty.
- b. Tier II Aides
- (1.) Definition – Tier II Aides shall consist of all other aides, including: instructional aides, kindergarten aides, cafeteria aides and playground aides.

- (2.) Benefits – Tier II Aides employed over 30 hours shall be entitled to full benefits.
 - (3.) Lunch – Tier II Aides shall not be compensated for time spent at lunch.
 - (4.) Work Day – Tier II Aides shall be assigned the following minimum hours per work day, in accordance with position:
 - (a) Cafeteria/Playground Aides – 1 hour daily minimum
 - (b) Kindergarten Aides – 2 hour daily minimum
 - (c) Instructional Aides – 3 hour daily minimum
 - (5.) Payment – Tier II Aides shall be compensated on an hourly basis. Payment shall be at the same time as other employees of the school district with the exception of new aides in their first school year of employment whose pay will be on a two week delay (21 equal pays).
- D. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate for all time worked in excess of forty (40) hours per week.
 - E. All instructional aides shall be paid their hourly salary when required to attend work related meetings called by the administration.

**ARTICLE 7
PROFESSIONAL DEVELOPMENT AND IMPROVEMENT**

- A. When recommended by the Superintendent and approved by the Board, payment shall be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested to take by the administration.
- B. The Board shall provide a tuition reimbursement program for employees who attend an approved college, university, technical school/training program provided that the employee has completed each of the following steps.
 - 1. Step One – Pre-Approval

All courses for which tuition reimbursement is sought must be pre-approved by the Board. The employee shall submit a written request to the Board for such approval prior to taking the course. If the request does not receive the endorsement of the school administration, the employee

may appear personally before the Board to advance the reasons the request should be approved. The written request submitted should provide a basis to justify how the proposed course would improve the employee's performance. All requests for pre-approval should include the course name, the course number, the institution providing the instruction, and the tuition expense for the course.

2. Step Two – Proof of Completion

Proof of successful completion of the pre-approved course shall be provided to the Board within six months of course completion; otherwise, the employee's ability to receive tuition reimbursement will be deemed waived. Proof of successful completion shall consist of any of the following:

- a. Transcript;
- b. Affidavit of instructor or institutional official certifying successful course completion.

3. Step Three – Payment

The Board shall provide the required reimbursement within sixty (60) days of submission. However, completed submissions received between May 1 and June 15 will be reimbursed from the then current fiscal year and will be applied against the current year's cap.

- C. Provided that all appropriate steps prior to reimbursement have been observed, the Board shall pay three-quarters of the cost of the approved educational credits taken, with a maximum payment of \$1,000 per employee per fiscal school year for 2008-2009; \$1,150 per employee per fiscal school year for 2009-2010; and \$1,350 per employee per fiscal school year for 2010-2011.

Total tuition reimbursements for each fiscal year in this Agreement shall not exceed \$32,000. Reimbursement approvals will be made on a first come-first serve basis.

- D. In the event an employee is otherwise entitled to tuition reimbursement, but cannot receive tuition reimbursement because the total cap for the then current fiscal year has been met, the employee so affected shall receive tuition reimbursement during the next fiscal year, provided that a tuition reimbursement provision is contained in the successor year collective bargaining agreement. Any tuition reimbursements carried over to a forthcoming year shall be credited against the employee maximum and the total cap existing in that year, assuming a cap exists.

- E. Upon completion of any graduate course in the field of education and verified by transcript or affidavit, certified personnel will be placed on the proper step of the salary guide.
 - 1. Any employee who presents completed proof by transcript or affidavit between February 1 and August 31 will be adjusted effective September 1.
 - 2. Any employee who presents completed proof by transcript or affidavit between September 1 and January 31 will be adjusted effective February 1.
- F. All “in-house” course credit must be pre-approved by the Superintendent prior to taking the course in order to qualify for either credit or payment. No more than twenty (20) in-house credits shall be accrued by any individual.
- G. Each school year, the District shall provide in-service and in-house offerings to help meet the State mandate of 100 hours of professional development.

**ARTICLE 8
DUTY-FREE LUNCH PERIODS AND PREPARATION**

- A. The time accorded for lunch period shall be as follows:
 - 1. In the F. L. Walther Elementary School, teachers shall have a daily duty-free lunch period of sixty (60) minutes, these minutes to be consecutive.
 - 2. In the Middle School, Bobby’s Run School, and Ashbrook School, teachers shall have a daily duty-free lunch period of forty-eight (48) minutes, these minutes to be consecutive.
- B. Preparation periods shall be scheduled as follows:
 - 1. In the Florence L. Walther School, teachers shall have, in addition to his/her duty-free lunch period, five (5) duty-free preparation periods per week of at least forty-five (45) minutes in length for each preparation period per day.

A minimum of one (1) preparation period per day shall be scheduled.
 - 2. Kindergarten teachers shall be guaranteed forty-five (45) minutes of prep time per day. Prep time shall not be less than twenty (20) consecutive minutes in each kindergarten session with the total to be forty-five (45) minutes per day.
 - 3. Teachers based at the Bobby’s Run School, the Middle School, and Ashbrook School shall have, in addition to his/her duty-free lunch period,

five (5) duty-free preparation periods per week of at least forty-eight (48) minutes in length for each preparation period per day.

A minimum of one (1) preparation period per day shall be scheduled.

4. If any preparation period, other than the one preparation period daily mandated by this contract, is assigned to the teacher by the administration due to an emergency, or for any other reason, the involved teacher shall be compensated \$35 per period for this assignment.
- C. In order to ensure daily preparation time, in compliance with Section B, the Board shall provide a paid substitute to supervise in the absence of special teachers providing prep time.
 - D. Exceptions to the provisions of Sections A., B. and C. may be made in cases of emergency including delayed openings and early closings.
 - E. Teachers shall be provided compensatory time off on the days annual conferences are held.
 - F. Prep time shall be pro-rated in accordance with time worked (e.g. A .6 teacher will receive a .6 daily prep period. A prep period shall be assigned for each day worked.)

ARTICLE 9 SALARY GUIDES/INCREMENTS

A. Teachers

1. After 10 years in the district an additional increment of \$1,000 shall be added. (Total \$1,000)
2. After 15 years in the district an additional increment of \$500 shall be added. (Total \$1,500)
3. After 20 years in the district an additional increment of \$500 shall be added. (Total \$2,000)
4. After 25 years in the district an additional increment of \$500 shall be added. (Total \$2,500)

B. Custodians/Maintenance Mechanics/Grounds

1. After 10 years in the district an additional increment of \$700 shall be added. (Total \$700)

2. After 15 years in the district an additional increment of \$300 shall be added. (Total \$1,000)
3. After 20 years in the district an additional increment of \$400 shall be added. (Total \$1,400)
4. After 25 years in the district an additional increment of \$300 shall be added. (Total \$1,700)
5. A custodian-maintenance mechanic or grounds person possessing a black seal license shall receive an additional increment of \$700 per year.

C. Tier I Aides

1. After 10 years in the district an additional increment of \$350 shall be added. (Total \$350)
2. After 15 years in the district an additional increment of \$150 shall be added. (Total \$500)
3. After 20 years in the district an additional increment of \$200 shall be added. (Total \$700)
4. After 25 years in the district an additional increment of \$50 shall be added. (Total \$750)

All existing staff members currently receiving longevity will be grandfathered until such time as they move up on the new longevity guide detailed on the previous page.

- D. The parties agree that service time of less than .6 which occurs on or after July 1, 1994, is not creditable service for the purposes of longevity.
- E. Ten (10) month employees shall be given the opportunity to select a schedule of salary payments either on a ten (10) month plan or a twelve (12) month plan. Ten (10) month employees shall be obligated to notify the Secretary to the Board of Education in writing of his/her choice of option no later than the first day teachers are required to be in school each school year.

Teachers who elect a twelve (12) month summer payment plan shall have, as an additional option, the ability to have deductions submitted to the ABCO Public Employees Federal-Credit Union. This option must be exercised by June 15 prior to the next school year. In addition, once this option is selected, the teacher may not withdraw from the plan until the next school year.

- F. Effective September 1, 2009, employees shall be paid every other Friday beginning with the first scheduled pay date in September.

G. Teachers

1. Initial credit on the salary guide shall be given for teaching experience in a position which requires any state's teaching certification at a rate of 50% of experience up to a maximum of ten (10) steps on the guide.
2. In addition, credit may be granted at the discretion of the Superintendent for additional years of public school teaching experience in a position which requires any state's teaching certification.
3. Military service shall be granted consistent with New Jersey statutory requirements.

H. Support Staff

1. The Board of Education retains the right to negotiate with an employee as to initial placement on the salary guide.
2. After initial placement, employees shall qualify for salary guide movement thereafter. Employees who have worked at least 50% of their contract year shall qualify for movement to the next step on the salary guide.

**ARTICLE 10
EXTRACURRICULAR ACTIVITIES**

- A. Compensation for extracurricular activities, detention, voluntary supervision, homebound instruction, tutoring, and curriculum work beyond the school day shall be compensated in accordance with Schedule X, annexed hereto.
- B. All staff shall be notified of existing positions for extra-curricular activities by the first school day in September.
- C. The activities named in this agreement shall not be exclusive of additional proposals. In the event that either party wishes to propose an additional club or activity for any school building in the district for which compensation is sought, the following procedures shall be utilized:
 1. a written proposal shall be submitted to the Superintendent or the LTEA, as the case may be; and
 2. the parties shall negotiate an appropriate stipend or method of compensation; and
 3. the negotiated proposal shall be submitted to the Board of Education for approval.

**ARTICLE 11
TEMPORARY LEAVES OF ABSENCE**

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

A. Death in Immediate Family

A maximum of ten (10) days per year shall be allowed for death in the immediate family, with a maximum of five (5) days per occurrence. Immediate family shall consist of parent, child, spouse, brother, sister, grandchild, grandparent, spouse's parent, step-relation, or person residing in the employee's house.

This leave shall be non-accumulative.

B. Personal Days

1. Employees with less than three (3) years' experience in district shall be entitled to three (3) personal days. Beginning with the fourth year of employment, they shall be entitled to four (4) personal days per year.
2. Such leave shall not precede or succeed a holiday. Exceptions may be made, at the discretion of the Superintendent, in exigent circumstances.
3. These days are to be requested at least four (4) days in advance, except in case of an emergency. The Administration shall respond within two (2) days of receipt of request.
4. Up to four (4) unused personal days per year shall accumulate as sick days and be added to the employee's accumulated sick days, if any.

C. Other leaves of absence with pay may be granted by the Superintendent for good reason. If denied, a written request may be submitted to the Board of Education.

**ARTICLE 12
EXTENDED LEAVES OF ABSENCE**

- A. The Board of Education may consider extended leaves for reason of personal illness and unusual family circumstances.
- B. Such leave is to be considered only for tenured teachers and support employees who have been employed for at least three (3) continuous years.
- C. Leave shall be for one (1) year from the effective date. Shorter or longer leaves may be considered by the Board of Education.

- D. Certified Personnel granted such leave shall be returned to a position within the scope of their certificates.

Employees granted such leaves shall be returned to equivalent positions subject to seniority rights under the layoff recall provision of the Agreement.

ARTICLE 13 DISABILITY/CHILD REARING LEAVE

A. Disability Leave

1. Disability leaves of absence, including a disability leave related to pregnancy, shall be granted in accordance with existing law and appropriate rules and regulations issued by the responsible agencies involved.
 - a. In any case where it is known in advance that a disability leave will be necessary (such as in the case of advance notice of surgery or pregnancy) the employee shall notify the Superintendent sixty (60) days in advance of such leave date request to the Board; the employee shall specify in writing the date on which he/she wishes to commence disability/maternity leave and the date on which he/she wishes to return to work after cessation of disability or birth.
 - b. The employee shall provide the Superintendent with a certificate from the treating physician supporting the anticipated leave dates. However, the Board reserves the right to have an independent medical evaluation at its expense whenever it deems such an evaluation appropriate.
 - c. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would interfere with the normal administration of the school.
 - d. To the extent that an employee has paid sick leave available, it will be used during the period of disability.
 - e. Nothing herein shall obligate the Board to continue the employment of a non-tenured employee beyond the end of his/her contract period.

B. Child-Rearing Leaves

1. In cases of natural birth, the employee may request an unpaid leave of absence to commence upon conclusion of the disability period related to the birth of a child. Such leave shall be requested in writing contemporaneously with the notice required under subparagraph a. of A.1. above. Subject to law, the request shall be granted for a period ending with the employee's work year following the birth of the child.
2. In cases of adoption of an infant child, the employee may request an unpaid leave of absence in writing as soon as placement approval is known. Subject to law, the request shall be granted for the same period as natural birth, with the leave commencing upon de facto possession of the child.
3. Nothing in this policy shall obligate the Board to grant maternity leaves of absence without pay to non-tenured employees beyond the end of their contract period.
4. Tenured employees are entitled to leave of one full contract year, in the year following the year in which the leave began. This unpaid leave shall count against leaves pursuant to any State or Federal statutory or regulatory requirements.
5. Subject to law, the employee shall bear the cost of any medical coverages in force and effect at the commencement of the leave. Failure to make the appropriate payments will result in the employee's being dropped from the coverages.

**ARTICLE 14
SICK LEAVE**

- A. Eleven (11) days sick leave shall be allowed each year to all ten month full-time employees. Twelve (12) days sick leave shall be allowed each year to all twelve month full-time employees. Sick leave days not utilized shall be accumulated for use in subsequent years.

The status of unused sick leave days shall be reported in written form to each employee not later than September 30 of each year.

Full-time and part-time employees in a given year who use no sick leave and personal leave days shall be remunerated in the amount of \$300.

- B. A tenured employee shall receive the difference of his/her annual salary and the current daily substitute rate (not rate considered for long term substitute) for a period of 25 consecutive days (school days) on the following conditions.

1. Illness or accident shall be deemed long term disability evidenced by medical documentation;
2. That the employee has exhausted all accumulated sick leave days accumulated as of September 1 of the school year;
3. Said payment shall commence immediately in the event of accidental injury or after five (5) consecutive school days of sickness have occurred, including the exhausted accumulative sick days, if applicable; and
4. This additional sick leave provision is not cumulative.

C. Payment for Unused Sick Leave

1. Upon retirement from the district, as verified by the Teachers Pension and Annuity Fund (TPAF) or Public Employees Retirement System (PERS) for support employees who have been employed for at least 15 years in the district shall be eligible for payment for unused sick leave accumulated while employed in the district. This provision shall not apply in cases of deferred retirement under provision of TPAF or PERS. To be eligible for payment in the year of retirement, an employee must notify the Board of Education in writing of his/her intention to retire on or before January 1 of the school year in which retirement is to occur.
2. Upon retirement from the district, teachers shall be paid \$70 for each accumulated sick day. The Board of Education shall be required to allocate the sum of \$25,000 for the payment for unused sick leave during the 2008-2009 year; \$32,000 during the 2009-2010 year; and, \$40,000 during the 2010-2011 year. In the event the yearly allocation is not needed in any year, the Board will be required to pay only the amount actually due and payable.
3. Upon retirement from the district, support employees shall be paid 20% of their daily average income during the school year of their retirement. The Board of Education shall be required to allocate in each fiscal year the sum of \$6,000. In the event the yearly allocation is not needed in any given year, the Board will be required to pay only the amount actually due and payable.
4. Payment to retirees shall be made on June 30.
5. Priority of payments to eligible employee:
 - a. Retiring employees who provide the earliest written notice to the Board during the year of retirement shall be given priority for payment. Further priority positions shall be established in accordance with the date of notification.

- b. Should the number of retirements in any given year result in exhaustion of the allocated amount and in the event of equal time of applicable notice, seniority within the District will determine priority for payment in the year of retirement.
 - c. Should the allocated amount be depleted in any given year, those applicable eligible employees who have not been paid shall be given priority status in all subsequent years until fully paid.
6. Death Benefits – Following notification to the Board of the employee’s intention to retire and prior to receipt of payment due under the provisions hereof in accordance with the criteria of this Article, in the event of the death of the employee, any payment to be made on June 30 of any given year shall be made to the estate of the deceased employee. In the event of the death of an **employee** who has completed at least 15 years of service in the District, the Board shall pay the employee’s estate a sum for the accumulated sick leave days in accordance with the above.

ARTICLE 15 INSURANCE

A. Health and Hospitalization Insurance Coverage

1. Enrollment of all eligible employees desiring coverage shall be in the District’s Health Insurance Plan. The insurance coverage provided shall be contingent upon proper timely enrollment in the respective programs by the employees and shall commence on the date of eligibility. Effective **May 1, 2009**, said coverage will be provided through the School Employees Health Benefits Program.
2. The Board shall pay 100% of the present costs of the aforementioned plan for the employee and his or her eligible dependents upon making the request and subject to and in accordance with the provisions as set forth in paragraph 3. No substitute coverage will be provided by any other carrier that affords benefits that are inferior to the present coverage.
3. Effective enrollment date is subject to the rules and regulations of the provider. The Board of Education is absolved of all responsibility of coverage from the initial employee request for coverage until the effective date of coverage.
4. The Board of Education reserves the right to determine the insurance carrier and guarantees the coverage to be equal to the coverage under the New Jersey Public and School Employees Health Benefits Program.
5. **Prior to May 1, 2009, this coverage was provided** through Aetna U.S. Healthcare. Coverage **included** Major Medical Insurance.

B. Prescription Drug Insurance Coverage

1. The Board of Education shall provide a prescription drug program for all employees and, where applicable, for their dependents. Effective May 1, 2009, said coverage will be provided through the School Employees Health Benefits Program. All the terms of the SEHBP Program prescription plan shall apply.
2. The insurance coverage provided above shall be contingent upon proper timely enrollment in the respective programs by the employees and shall commence on the date of eligibility.
3. **Prior to May 1, 2009, this coverage was provided through** the Blue Cross Small Group Prescription Plan or its equivalent. Effective July 1, 2005, the co-pay **was** \$10 for brand names, \$5 for generic, with a one-time mail order (\$10/\$5, as relevant).

C. Dental Insurance Coverage

1. Effective April 1, 2009, the Delta Premier Plan option shall be the dental coverage for all eligible employees for individual and dependent coverage.
2. **Prior to April 1, 2009, the coverage provided was shown in Article 15, C. of the parties' 2007-2008 Agreement.**

D. Employees with twenty-five (25) years of service, who retire from the Lumberton Township School District pursuant to the provisions of the Teacher's Pension and Annuity Fund and who do not elect State paid coverage under the SEHBP shall be provided family prescription and single dental insurance coverage at no cost to the employee to age 65; such coverage shall be consistent with paragraphs B and C. Employees hired on or after July 1, 1992, must have served at least twenty-five (25) years in the district.

E. In the event there are coverage changes or plan changes due to any reason the Board of Education shall (except in case of emergency) notify the President of the Association thirty (30) days in advance of such change and discussion of changes involved shall take place between designated representatives of the Board, Association, and Insurance Carriers.

F. Insurance Coverage Waiver Plan

1. Each year the Board shall provide appropriate forms to all employees covered by insurance. Said form will contain a final return date.
2. Employees, including eligible retirees pursuant to D of this article, who elect to waive coverage pursuant to Article 15 Paragraphs A, B, C, shall be entitled to receive 30% of applicable premiums.

3. Payment of monies shall be made to all eligible employees on or before **December 31 of each year.**
4. Employees must waive such insurance for a full year, to be eligible for said payment.
5. Employees who have no other comprehensive insurance shall not be permitted to waive coverage.
6. Employees who have initially waived coverage and then need to re-enroll in the district's plan shall be covered by the district at the next available enrollment period without lapse in coverage. It shall be the employee's obligation to notify the District's Board Secretary/Business Administrator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.
7. Should the employment status of such employee change, there shall be a pro-rata payment based upon the time elapsed in the plan. Should such separation of employment be due to death, his/her estate shall receive such pro-rata payment.
8. Effective July 1, 2009, the period for waiving is changed because of the carrier change to the SEHBP. Employees wishing to waive any insurance for the period from July 1, 2009, through December 31, 2009, shall be provided the form to do so before July 1, 2009. The payment for this six month period shall be 30% of the applicable premium in effect during that period. Waivers of insurance beginning with January 1, 2010, shall be on a calendar year basis. All other provisions of E. remain in effect.

G. Support Staff

1. Support staff employees who work over 30 hours per week shall be entitled to insurance coverage under Article 15, to leaves of absence under Articles 11, 12, 13, and 14 and to longevity.
2. Support staff employees who work 25 to 30 hours per week shall be entitled to be covered by the provisions of Article 11, A. (bereavement leave), Article XI, B. (personal leave) and Article 14, A. (sick leave).
3. Support staff employees who work fewer than 25 hours per week shall be entitled to one (1) personal leave day.
4. The following employees shall continue to receive prescription coverage, whether or not they work more than 25 hours:

Kathy Harven

- 5. Cafeteria worker Helen Haines, long-term employee of the district, shall continue to receive full benefits as defined in G.1. with the exception of longevity.

- H. Teachers working .6 or more shall be entitled to full benefits. Full benefits shall be defined as medical, dental, and prescription coverage; personal days; family illness days; bereavement leave; and longevity. Teachers working up to .6 shall be entitled to one (1) personal leave day.

**ARTICLE 16
DEDUCTION FROM SALARY/REPRESENTATION FEE**

The Board of Education agrees to deduct from salaries of its eligible employees dues for the New Jersey Education Association, the National Education Association, the Burlington County Education Association, and the Lumberton Township Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15. 9e) and under the rules established by the State Department of Education. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ S. S. # _____

SCHL BLDG _____ SCHL DSTRCT _____

To: Disbursing Officer – Lumberton Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for paid monies so deducted and transmitted in accordance with this Authorization, and relieve the governing board and all of its officers from liability therefore.

I designate the Lumberton Township Education Association to receive dues and distribute according to the organizations indicated.

New Jersey Education Association
National Education Association
Burlington County Education Association
Lumberton Township Education Association

- A. Each of the associations named shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- C. The filing of notice of an employee's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

D. Purpose of Representation Fee

Effective July 1, 1998, if an employee included under the provisions of Section A, Paragraph 1, Article 1 does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

E. Amount of Representation Fee

1. Notification

Prior to the beginning of each membership year, the Association shall notify the Board in writing of the amount of regular membership dues, fees, and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members shall be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the membership dues, fees, and assessments charged by the Association to its own members. The representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. Should the law be changed in this regard, the amount of that representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

F. Reduction and Transmission of Representation Fee

1. At the beginning of each membership year covered in whole or in part by this Agreement, the Association in conjunction with the Board Secretary shall establish a list of those eligible employees who have not become members of the Association for the then current membership year. The Board shall deduct from the salaries of such employees in accordance with Paragraph 2 below, the full amount of the representation fee and promptly shall submit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The schedule for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association shall notify the Board in writing of any changes in the list provided for in Paragraph 1 and/or in the amount of the representation fee.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board shall submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list shall include names, job titles, and dates of employment for all such employees.

**ARTICLE 17
EMPLOYEE EVALUATION**

- A. Employees shall be evaluated annually by their immediate supervisors. A conference shall be held to discuss the evaluation. When appropriate, the supervisor shall identify any deficiencies and offer assistance for correction.
- B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has been given the opportunity to review the material and attach a written answer.

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

- B. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, or in the application or administration of this Agreement on the basis of race, creed, color, religion, natural origin, sex, domicile, or marital status.
- D. The Lumberton Township Education Association, its officers and its agents, shall not conduct Association business during those hours that are part of the school day, except when the parties involved are not assigned to any specific duty. This language shall not apply during support staff's scheduled lunch and breaktime.
- E. The Lumberton Township Education Association may be allowed to use the school facilities for Association meetings when such use will not conflict with other activities planned for the building. Requests for the use of the facilities should be made 24 hours in advance of the anticipated use of the facilities. The request for building usage shall be made to the Superintendent's office.
- F. All Support Staff shall receive written notification of assignment by July 31st, subject to change.
- G. All teachers shall be given posted notice of their grade level and subject assignments, building and room assignments for the forthcoming year by close of school. Notice shall be accomplished by posting the assignments in each school building. All teachers that have been transferred from one grade level to another shall receive independent written notice of the transfer. Such grade level and/or assignments may be subject to change if enrollment dictates such change. If changes are made, notification shall be sent to those teachers affected and shall be post marked no later than July 31st, unless new information arises or unforeseen circumstances occur thereafter.
- H. Any known vacancies for represented positions shall be posted in the main office of each school building during the school year. Known vacancies shall be identified on a call-in answering machine during the summer months.
- I. The Lumberton Township Education Association shall not participate or assist in strikes, sanctions, work slowdowns, or in any effort that will impair or disrupt the daily operation of the school.
- J. Whenever a representative of the Association or any employee is mutually scheduled by the parties or any administrative agency to participate during

working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall be paid his/her full salary.

- K. Upon request by either party, the Board of Education and the Association shall establish liaison committees which shall meet jointly to discuss matters of mutual interest.
- L. In the event of termination of employment of any Support Staff member, the Board of Education is required to give at least thirty (30) days written notice of termination. Support Staff employees who wish to resign shall provide the Board with at least thirty (30) days written notice of intent to resign.
- M. Teachers who are required to write and/or modify IEP's (Individual Education Plan) shall be provided one (1) day's release time (or time equal to working hours) annually for this purpose. The Board shall make a reasonable effort to provide suitable space to personnel that are requested to write and/or modify IEP's.
- N. Employees who are assigned to more than one (1) school per day and use their own vehicles shall be reimbursed for all such travel at the prevailing mileage allowance permitted by the Internal Revenue Service for all authorized driving done after arrival at the first location and beginning of their work day.

For approved school related business, anything above employees' daily mileage to and from work shall be compensated at the prevailing mileage allowance permitted by the Internal Revenue Service.

Employees attending approved school related business shall receive 100% reimbursement for tolls and parking fees. Any additional expenses must have the prior approval of the Superintendent.

- P. All employees hired on or after July 1, 2001, must participate in direct deposit for their biweekly check. Effective July 1, 2009, all employees must participate in direct deposit for their biweekly check.

ARTICLE 19 UNDERSTANDINGS REACHED BY THE PARTIES

- A. At the Florence L. Walther School, such assignments shall continue to be made on a volunteer basis. If no volunteers are forthcoming, assignment shall be made by the Administration on a weekly, rotating basis.
- B. At the Bobby's Run School, the professional staff, as a group, shall have the option to have non-instructional duties scheduled on either a fixed or a rotating basis.

- C. At the Lumberton Middle School, the Administration will assign staff not scheduled during homeroom to other duties such as bus duty, hall duty, and other duties as deemed necessary. Assignment shall be made on a weekly, rotating basis. Specifically excluded from rotating assignment shall be those specialists that would be required to be in an assigned appropriate area.
- D. Stipends contained in Schedule X, except for those listed as a per hour amount, shall be paid by separate check. Deductions for Federal and State taxes shall be made according to law.

**ARTICLE 20
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, and shall be considered retroactive to July 1, 2008.

LUMBERTON TOWNSHIP
EDUCATION ASSOCIATION

BY: _____
(PRESIDENT)

BY: _____
(SECRETARY)

LUMBERTON TOWNSHIP
BOARD OF EDUCATION

BY: _____
(PRESIDENT)

BY: _____
(SECRETARY)

GRIEVANCE FORM

Name of Grievant: _____

Date Filed:

Level One: Informal Attempt at Resolution
Level Two: Principal

Statement of Grievance:

Relief Sought:

Signed: _____ Date: _____

Level Three: Superintendent

Date Received by Superintendent: _____

Disposition of Superintendent:

Level Four: Board of Education

Position of Grievant or PR&R Committee:

Date Submitted to Board of Education: _____

Disposition of Board of Education:

Level Five: Arbitration

Date Submitted: _____

APPENDIX A
Schedule X

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Coach A Team			
Basketball	2797	2923	3055
Baseball (boys)	2544	2658	2778
Softball (girls)	2544	2658	2778
Soccer	2544	2658	2778
Field Hockey	2544	2658	2778
Coach B Team			
Basketball	2162	2259	2361
Head Track & Field Coach	2544	2658	2778
Assistant Track & Field Coach *	1272	1329	1389
Assistant Track & Field Coach **	1272	1329	1389
Cheerleading Coach	2797	2923	3055
Intramurals/New Clubs & Activities (20 sessions at 1 hr & 15 minutes or 25 hours)	1272	1329	1389
Academic Pride Coordinator			
6-8	2417	2526	2640
4-5	1272	1329	1389
AVA Coordinator			
6-8	1272	1329	1389
4-5	1272	1329	1389
2-3	1272	1329	1389
Pre K-1	1272	1329	1389
8th Grade Advisor	2797	2923	3055
Drama Coordinator			
Fall Production (6-8)	932	974	1018
Spring Musical (6-8)	1865	1949	2037
Safety Patrol Advisor			
6-8	2035	2127	2222
4-5	2035	2127	2222
Student Government Advisor			
6-8	2797	2923	3055
Yearbook Advisor			
6-8	2099	2194	2293
School Newspaper			
6-8	2099	2194	2293
Literary Magazine			
6-8	2099	2194	2293
Computer Club			
6-8	2162	2259	2361
4-5	2162	2259	2361
Technology Trained Assistant	2162	2259	2361

* Occurs when 30 children have enrolled in track and field.

** Occurs when 60 children have enrolled in track and field.

Schedule X, continued

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Homework Club			
6-8	2797	2923	3055
4-5	2797	2923	3055
Stage Band			
6-8	2797	2923	3055
Flute Ensemble			
6-8	1336	1396	1458
LMS Chorus	1336	1396	1458
Select Chorus	2797	2923	3055
Environmental Club Coordinator	2099	2194	2293
Cognetics Coordinator	2099	2194	2293
	\$56 per	\$59 per	\$62 per
Crowd Control/Chaperon	event	event	event
	\$36 per	\$38 per	\$40 per
Detention/Voluntary Supervision	hour	hour	hour
Bus Duty (a.m. and p.m. beyond school day)	1144	1196	1250
Homebound Instruction, Tutoring,			
	\$45 per	\$47 per	\$49 per
Parent/Community Workshops	hour	hour	hour
Curriculum Work			
(minor revision = 10 hr. block;	\$45 per	\$47 per	\$49 per
major revision = 20 hr. block)	hour	hour	hour
Teaching In-House Course			
(beyond the school Day)	\$636	\$665	\$695
	\$45 per	\$47 per	\$49 per
Staff Development	hour	hour	hour

Teachers who are hired for staff development shall, at the teacher's option, be entitled to receive two (2) in-house credits for a ten (10) hour course in lieu of payment of the negotiated rate. This option may be exercised only for the first occasion that the teacher instructs the course. Should the teacher instruct the course a second time (or more), the teacher will receive the negotiated rate of compensation.

Preparation time for the first time teaching a course shall be at the Staff Development rate shown above. There shall be one (1) hour of preparation time paid for each course hour.

Compensation for taking an in-house course, in the event in-house credit is not received, shall be as follows: 10 hrs. at the "Teaching In-House Course" rate shown above.

The Superintendent shall have the right to determine whether the employee will receive monetary compensation or in-house credit prior to the employee undertaking the course.

APPENDIX B-1
2008-2009 Teachers' Salary Guide *

STEP	STEP								
07-08	08-09	B	B10	B20	B30	M	M10	M20	M30
***	1	45750	46550	47350	48150	48950	49750	50550	51350
1	2	45800	46600	47400	48200	49000	49800	50600	51400
2	3	46050	46850	47650	48450	49250	50050	50850	51650
3	4	47600	48400	49200	50000	50800	51600	52400	53200
4	5	49250	50050	50850	51650	52450	53250	54050	54850
5	6	51200	52000	52800	53600	54400	55200	56000	56800
6	7	53800	54600	55400	56200	57000	57800	58600	59400
7	8	55700	56500	57300	58100	58900	59700	60500	61300
8	9	58300	59100	59900	60700	61500	62300	63100	63900
9	10	61125	61925	62725	63525	64325	65125	65925	66725
10	11	63500	64300	65100	65900	66700	67500	68300	69100
11	12	66450	67250	68050	68850	69650	70450	71250	72050
12	13	67200	68000	68800	69600	70400	71200	72000	72800
13	14	68300	69100	69900	70700	71500	72300	73100	73900
14	15	71200	72000	72800	73600	74400	75200	76000	76800
15	16	72500	73300	74100	74900	75700	76500	77300	78100
16	17	75026	75826	76626	77426	78226	79026	79826	80626
17/18	18	78026	78826	79626	80426	81226	82026	82826	83626

**APPENDIX B-2
2009-2010 Teachers' Salary Guide ***

STEP	STEP								
08-09	09-10	B	B10	B20	B30	M	M10	M20	M30
*** /1	1	48050	48875	49700	50525	51350	52175	53000	53825
2	2	48200	49025	49850	50675	51500	52325	53150	53975
3	3	48500	49325	50150	50975	51800	52625	53450	54275
4	4	50200	51025	51850	52675	53500	54325	55150	55975
5	5	52000	52825	53650	54475	55300	56125	56950	57775
6	6	54000	54825	55650	56475	57300	58125	58950	59775
7	7	56650	57475	58300	59125	59950	60775	61600	62425
8	8	58500	59325	60150	60975	61800	62625	63450	64275
9	9	61225	62050	62875	63700	64525	65350	66175	67000
10	10	64175	65000	65825	66650	67475	68300	69125	69950
11	11	66650	67475	68300	69125	69950	70775	71600	72425
12	12	69750	70575	71400	72225	73050	73875	74700	75525
13	13	70550	71375	72200	73025	73850	74675	75500	76325
14	14	71700	72525	73350	74175	75000	75825	76650	77475
15	15	74750	75575	76400	77225	78050	78875	79700	80525
16	16	76120	76945	77770	78595	79420	80245	81070	81895
17/18	17	80026	80851	81676	82501	83326	84151	84976	85801

APPENDIX B-3
2010-2011 Teachers' Salary Guide *

STEP	STEP								
09-10	10-11	B	B10	B20	B30	M	M10	M20	M30
***	1	50000	50850	51700	52550	53400	54250	55100	55950
1	2	50250	51100	51950	52800	53650	54500	55350	56200
2	3	50550	51400	52250	53100	53950	54800	55650	56500
3	4	50900	51750	52600	53450	54300	55150	56000	56850
4	5	52650	53500	54350	55200	56050	56900	57750	58600
5	6	54550	55400	56250	57100	57950	58800	59650	60500
6	7	56700	57550	58400	59250	60100	60950	61800	62650
7	8	59475	60325	61175	62025	62875	63725	64575	65425
8	9	61400	62250	63100	63950	64800	65650	66500	67350
9	10	64200	65050	65900	66750	67600	68450	69300	70150
10	11	67300	68150	69000	69850	70700	71550	72400	73250
11	12	69850	70700	71550	72400	73250	74100	74950	75800
12	13	73150	74000	74850	75700	76550	77400	78250	79100
13	14	73950	74800	75650	76500	77350	78200	79050	79900
14	15	75150	76000	76850	77700	78550	79400	80250	81100
15	16	78450	79300	80150	81000	81850	82700	83550	84400
16/17	17	82026	82876	83726	84576	85426	86276	87126	87976

**APPENDIX C
STEP MOVEMENT CHART FOR TEACHERS**

2007- 2008 STEP	MOVES TO	2008- 2009 STEP	MOVES TO	2009- 2010 STEP	MOVES TO	2010- 2011 STEP
		***	→	***	→	1
		***	→	1	→	2
***	→	1	→	1	→	2
1	→	2	→	2	→	3
2	→	3	→	3	→	4
3	→	4	→	4	→	5
4	→	5	→	5	→	6
5	→	6	→	6	→	7
6	→	7	→	7	→	8
7	→	8	→	8	→	9
8	→	9	→	9	→	10
9	→	10	→	10	→	11
10	→	11	→	11	→	12
11	→	12	→	12	→	13
12	→	13	→	13	→	14
13	→	14	→	14	→	15
14	→	15	→	15	→	16
15	→	16	→	16	→	17
16	→	17	→	17	→	17
17	→	18	→	17	→	17
18	→	18	→	17	→	17

In order to track step movement from year to year, read horizontally.

**APPENDIX D-1
MAINTENANCE MECHANICS
2008-2009, 2009-2010 and 2010-2011**

STEP 07-08	STEP 08-09	SALARY	STEP 09-10	SALARY	STEP 10-11	SALARY
			***		1	33950
	***		1	32700	2	34450
***	1	31494	2	33200	3	34950
1	2	31994	3	33700	4	35450
2	3	32205	4	33900	5	35650
3	4	32416	5	34100	6	35900
4	5	32627	6	34350	7	36939
5	6	33291	7	35050	8	38455
6	7	33957	8	36527	9	39883
7	8	35221	9	37874	10	41432
8	9	36519	10	39349	11	43121
9	10	37945	11	40957	12	44953
10	11	39498	12	42700	13	46801
11	12	41181	13	44453	14	48651
12	13	42870	14	46206	15	50499
13	14	44558	15	47958	16	52000
14	15	46244	16	49837	17	52358
15	16	48059	17	50833	17	52358
16-17	17	49594	17	50833	17	52358

In order to track step movement from year to year, read horizontally.

**APPENDIX E
 GROUNDS
 2008-2009, 2009-2010 and 2010-2011**

STEP 07-08	STEP 08-09	SALARY	STEP 09-10	SALARY	STEP 10-11	SALARY
			***		1	31050
	***		1	29900	2	31550
***	1	28838	2	30400	3	32050
1	2	29338	3	30900	4	32550
2	3	29549	4	31100	5	32750
3	4	29760	5	31732	6	34807
4	5	30587	6	33062	7	36229
5	6	31886	7	34411	8	37651
6	7	33185	8	35758	9	39333
7	8	34482	9	37366	10	40200
8	9	36041	10	38995	11	41069
9	10	37609	11	39873	11	41069
10	11	38900	11	39873	11	41069

In order to track step movement from year to year, read horizontally.

**APPENDIX F
CUSTODIANS
2008-2009, 2009-2010 and 2010-2011**

STEP 07-08	STEP 08-09	SALARY	STEP 09-10	SALARY	STEP 10-11	SALARY
			***		1	26850
	***		1	25950	2	27350
***	1	25118	2	26450	3	27850
1	2	25618	3	26950	4	28350
2	3	25829	4	27200	5	28650
3	4	26040	5	27400	6	28850
4	5	26250	6	27934	7	30151
5	6	26925	7	28615	8	30928
6	7	27580	8	29354	9	31702
7	8	28294	9	30088	10	32683
8	9	29000	10	31028	11	34123
9	10	29913	11	32417	12	35035
10	11	31266	12	33252	13	35861
11	12	32050	13	34032	14	36633
12	13	32800	14	34761	15	37968
13	14	33500	15	36056	16	38000
14	15	34768	16	36937	17	38268
15	16	35600	17	37153	17	38268
16-17	17	36247	17	37153	17	38268

In order to track step movement from year to year, read horizontally.

The custodial employee off-guide will receive the following salary:

2008-2009: \$50,604
 2009-2010: \$51,842
 2010-2011: \$53,352

**APPENDIX G
TIER 1 AIDE
2008-2009, 2009-2010 and 2010-2011**

08-09 SALARY	09-10 SALARY	10-11 SALARY
25673	27021	28399

**APPENDIX H
TIER II AIDES *
2008-2009, 2009-2010 and 2010-2011**

STEP 07-08	STEP 08-09	HOURLY	STEP 09-10	HOURLY	STEP 10-11	HOURLY
			***		1	13.56
	***		1	13.00	2	13.81
***	1	12.25	2	13.25	3	14.06
1	2	12.55	3	13.50	4	14.31
2	3	12.67	4	13.62	5	14.50
3	4	12.82	5	13.75	6	14.65
4	5	12.99	6	13.95	7	15.44
5	6	13.61	7	15.07	7	15.44
6-7	7	14.66	7	15.07	7	15.44

In order to track step movement from year to year, read horizontally.

*These amounts are listed in dollars paid per hour.

*Annual salaries are listed in money paid per hours for bookkeeping purposes only. The total annual salary shall be listed on the employee's personal contract.

**APPENDIX I
CAFETERIA PERSONNEL
2008-2009, 2009-2010 and 2010-2011**

	08-09 SALARY	09-10 SALARY	10-11 SALARY
Cahall	8326	8763	9210
Haines	19017	20015	21036

**APPENDIX J
PLAYGROUND AIDE
2008-2009, 2009-2010 and 2010-2011**

08-09 SALARY	09-10 SALARY	10-11 SALARY
5188	5461	5739