

AGREEMENT BETWEEN
LODI ACCOUNT CLERKS ASSOCIATION
AND
LODI BOARD OF EDUCATION
2010 – 2011, 2011 – 2012, 2012 - 2013

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PREAMBLE

This agreement entered into by and between the **LODI BOARD OF EDUCATION** of the State of New Jersey (hereinafter referred to as the "Board"), and the **LODI ACCOUNT CLERKS ASSOCIATION** of the State of New Jersey (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association have an obligation, pursuant to Chapter 123, Public Laws, 1974, to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; therefore,

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel whether under contract, on leave or employed by the Board, such personnel being specifically identified as follows: Secretary, all senior titles.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good-faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, adopted and signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection the following records, data, and information of the Lodi School System: a budget report, an audit report, a complete list of employees' names, salaries, and step on guide.
- 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.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization or individual other than the Association for the duration of this Agreement.
- E. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. The Board and the Association agree that all money matters to be negotiated in the new contract be resolved no later than December 31 of each year, if possible.
- G. A stenographer may be selected to keep minutes of the proceedings, if agreed by both parties; he/she shall not be considered to be part of either negotiating team and the cost of the stenographer shall be shared equally by the Board and the Association.

H. 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 III

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

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.

B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. 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.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One: Principal

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter within twenty (20) school days of its occurrence or when knowledge of the grievance would reasonable be expected. In the event of a grievance is not resolved within five (5) school days of oral presentation, the grievance shall be stated in writing and submitted to the principal no later than ten (10) school days from oral presentation. The written notice of grievance shall include the date(s) of

the alleged grievance, a precise explanation of article(s), policy(ies) and/or administrative decision(s) claimed to be violated, misinterpreted and/or misapplied and by whom. The written explanation shall describe the adverse effect, loss or damage and the remedy sought.

4. Level Two: Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the submission of the written grievance to the Principal or immediate supervisor. The Superintendent shall schedule a hearing within five (5) school days of receipt of the grievance.

5. Level Three: Board

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was heard by the Superintendent, he/she may within five(5) school days after a decision by the Superintendent or ten (10) school days after the grievance was heard by the Superintendent, whichever is sooner, refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall make arrangements for a meeting to hear and consider the grievance. The Board shall render a decision on the matter within twenty (20) school days after receipt of the grievance.

6. Level Four: Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within twenty (20) school days after the decision by the Board request in writing that the Association submit his/her grievance to arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so elected shall confer with the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have

been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding with reference to grievances concerning the alleged misapplication, misinterpretation or violation of the Agreement commencing July 1, 2000. Advisory arbitration shall continue to be the final step for all other grievances of Board policy and administrative decisions.

The cost 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 the Association. Any other expenses incurred shall be paid by the party incurring the same.

C. RIGHTS OF EMPLOYEES TO REPRESENTATION

No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board of Education by any member of the administration or by any member of the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. MISCELLANEOUS

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and reasons and shall be transmitted promptly to all parties in interest.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
5. Beyond Level Three (Board) a grievance will not be processed if it applies to the following:
 - a) In the matters which according to law are beyond the scope of Board authority.
 - b) A complaint of a non-tenure employee which arises by reason of his/her not being re-employed, unless such non re-employment is violative of the expressed provisions of this Agreement. It is understood that the arbitrator shall not have the power to award reinstatement.
 - c) Pending the final outcome of a grievance, the aggrieved shall continue under the direction of the Board and/or Administration.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity. The Board and Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the constitutions of New Jersey and the United States: that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association and its affiliates, his/her participation or non-participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution or non-institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee is required to appear before the Superintendent, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS: PRIVILEGES AND RESPONSIBILITIES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that is in the public domain and is not protected by the Sunshine Law, together with the information which is necessary for the processing of any grievance or in connection with contractual negotiations provided such requests are in writing and specifically describe the information requested.
- B. Whenever any representative of the Association or any employee is mutually required by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall have access to school buildings at all reasonable hours for meetings provided permission is first obtained from the Superintendent or from the Board Secretary. This permission will not be unreasonable withheld.
- D. The Association shall have access to school facilities and equipment, including typewriters, computers/word processors, duplicating machines and all types of audio-visual equipment at reasonable times after first receiving permission from the Superintendent. Permission may not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association shall have in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal prior to such posting.
- F. The Association shall have the privilege of making reasonable use of the interschool mail facilities and school mail boxes for distribution of general Association materials, with full knowledge of the Superintendent and building Principal.
- G. The Board may grant excused absences without the loss of pay to the President of the Association, during his/her term of office to attend meetings, conferences, workshops, and conventions of affiliate associations according to reasonable prior notice and the approval of the Superintendent of Schools.

- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.
- I. The provisions of this Agreement are subject to the Statutes and the Laws of New Jersey, and shall not annul or modify any Statute or Statutes of this State. If any provision of this Agreement shall be found contrary to the law, that provision shall be considered void, but all other provisions shall continue in full force and effect.

ARTICLE VI

EMPLOYEE WORK YEAR

A. WORK YEAR

1. TWELVE (12) MONTH EMPLOYEES

The work year for twelve (12) month employees shall begin July 1 and end June 30th. In addition to the same holidays as enjoyed by ten (10) month employees above, July 4 shall be a holiday. July 4 shall be observed on Friday if it falls on Saturday and observed on Monday if it falls on Sunday.

B. INCLEMENT WEATHER

In inclement weather, employee attendance shall not be required if teacher attendance is not required.

ARTICLE VII

WORK SCHEDULE

A. DAILY WORK HOURS – SECRETARIES

Six and one-half (6 1/2) hours of work, exclusive of a sixty (60) minute duty-free lunch period, shall constitute a work shift. Hours of work shall be determined by the Superintendent or the Board Secretary/Business Administrator.

B. CALL TIME, OVERTIME AND COMPENSATORY TIME

Overtime or compensatory time shall be paid at the rate of one and a half (1 ½) times the employee's regular rate of pay for all time worked in excess of thirty-two and one-half (32 ½) hours, the following shall count as regular work days:

- a) Holidays
- b) Sick Days
- c) Vacation Days
- d) Other Paid Leave Days

A. VACATIONS

1. Vacation eligibility for twelve (12) month employees shall be determined as of July 1 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Principal, Superintendent or Board Secretary. Such approval shall not be arbitrarily withheld.
3. Twelve (12) month employees shall be entitled to vacation according to the following schedule of service:
 - a. Less than one (1) year: One (1) day for each month of service up to a maximum of twelve (12) working days.
 - b. One (1) year but less than five (5) years: Twelve (12) working days
 - c. Five (5) years but less than fifteen (15) years: Fifteen (15) working days
 - d. Fifteen (15) years or more: Twenty (20) working days
1. For the summer months beginning July 1 to August 31, all twelve (12) month employees shall be released after four hours of work every Friday.
2. Effective July 1, 1993, any clerical employees who were previously ten (10) month employees and transferred to a twelve (12) month position, shall be given

credit for their years of service as a ten (10) month employee to calculate their vacation.

3. Vacation shall begin the July 1 immediately following the transfer to a twelve (12) month position.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. ADJUSTMENT TO SALARY SCHEDULE

Any ten (10) month or ten (10) month plus one (1) week employee employed prior to February 1, of any school year, shall be given full credit for one (1) year of service, and any twelve (12) month employee employed prior to January 1, of any school year, shall be given full credit for one (1) year of service and shall be placed on the next step of the salary guide in July 1 or September 1 immediately following their appointment.

B. INITIAL PLACEMENT ON SALARY STEP

Initial placement on the salary guide shall be negotiated among the prospective employee, Superintendent or designee, and the Board. Once guide placement is agreed upon, no claim of credit for previous outside experience shall be honored or paid.

C. ASSIGNED DUTIES

At no time shall the Board or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties consistent with the civil service classifications.

ARTICLE IX

SALARIES

A. SALARY SCHEDULE

The salary guide pertinent to this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. METHOD OF PAYMENT

1. Twelve (12) Month

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

2. Ten (10) Month

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

3. Ten (10) Month + One Week

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

4. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

5. Final Pay

Each employee shall receive his/her final pay on his/her last working day in June.

C. SUMMER PAY PLAN

Each employee may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited by the Board in the South Bergen Teachers' Federal Credit Union on or about the 15th day of each month exclusive of July and August.

ARTICLE X

EMPLOYMENT PRACTICES

- A. Civil Service Rules regarding assignments, transfers, separations, demotions, evaluations and other terms and conditions of employment not covered elsewhere in this Agreement shall be the employment practice for personnel in this unit. Disputes regarding these matters shall be subject to the grievance procedure unless such dispute resolution is specifically dictated by Civil Service Rules to be heard and decided by the Commission.
- B. All secretarial openings for positions covered and not covered by Civil Service classification shall be adequately publicized by the Superintendent and the following procedures shall be applicable:
1. A notice of opening shall be posted at one work station in each building. Such notice shall contain the qualifications, duties and expected compensation shall be clearly set forth.
 2. A notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) working days before the final date when applications must be submitted but in no event less than five (5) working days before such date. Employees desiring to apply for such openings shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 3. In filling such openings consideration shall be given to an employee's area of competence, previous employment record and longevity of service in the District. Personnel currently employed in the District shall have priority to such openings before an appointment is given to applicants from outside the District.
 4. No position shall be filled until all properly submitted applications have been considered and those applicants notified in writing of the outcome of said request for change.
- A. Upon written request, an employee shall have the right, in the presence of an immediate supervisor or the Superintendent, to review the contents of his/her personnel file. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in w/no way indicates

agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

Final evaluation of any employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XI

COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person, which does or may influence evaluation of an employee shall be processed according to the procedure below.

B. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERVISOR

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by the Association in any meetings or conferences regarding such complaint.

D. PROCEDURE

Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint, in the presence of one's immediate superior. If the complaint is unresolved as a result of such a conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step One at the request of the complainant or the employee shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

Any complaint unresolved at Step Two may be submitted in writing by the complainant or the employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his/her designee and the complainant.

Step 4

Upon receipt of the written complaint, the Superintendent or his/her designee shall confer with all parties either separately or jointly. However, prior to the Superintendent forwarding the results of his/her investigation along with his/her recommendations, he/she shall meet jointly with the parties involved to effect a resolution.

Step 5

If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant, or the employee he/she will forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6

After receipt of the findings and recommendations of the Superintendent or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7

Any complaint unresolved under Step 6 may be submitted by the employee to the grievance procedure as set forth in Article III of this Agreement and shall commence at Level 3.

ARTICLE XII

SICK LEAVE

A. ACCUMULATIVE

As of July 1, 1993, all twelve (12) month employees employed shall be entitled to fourteen (14) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. As of September 1, 1993, all ten (10) month employees employed shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. NONACCUMULATIVE

Any employee steadily employed who is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, shall be paid full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary payments made pursuant hereto shall be made for absence during the waiting period and during the period the employee received or was eligible to receive temporary disability benefits under workmen's compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workmen's compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days no later than December 1 of each school year.

D. SICK LEAVE REIMBURSEMENT

Upon the retirement or death of any employee, the Lodi Board of Education shall reimburse said employee up to a maximum of 140 days.

Said employees shall be paid at the then per diem rate of said employees salary at the time of retirement or death. Per diem is defined as 1/20 of the gross monthly salary at the then prevailing rate at the time of retirement or death. In the event of the death of an employee, said monies shall be made payable to his/her estate.

Said monies may be paid by the Board Secretary in the month of July following the employees' retirement or death.

Ten (10) month employees who are employed by the Lodi school District for a period of less than 100 months, and twelve (12) month employees who are employed by the Lodi School District for a period of less than 120 months shall not be entitled to the above retirement or death benefit.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Two (2) days for twelve month employees and two (2) days for ten month employees leave of absence for personal, legal, business, household or family matters which requires absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under one of the reasons stated in this section. The Superintendent or Board Secretary's written approval is necessary if the request is for a day or days immediately prior to or subsequent to a holiday or vacation. Employees are urged to avoid using personal days during the months of September and June.

2. School Visitation

Employees will be granted leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the discretionary approval of the Superintendent or Board Secretary.

3. Legal

Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system. This provision shall not apply where an individual has instituted legal action against the Lodi Board of Education, unless the individual prevails in each action.

4. Death

Up to four (4) days at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, step-child, step-mother, step-father, step-brother, step-sister, alternative lifestyle partner, or any other member of the immediate household. One (1) funeral day will be granted for aunt, uncle, and grandparents-in-law. In the event of the death of any employee or student In the Lodi School District, the principal or

immediate superior of said employee shall grant to an appropriate number of employees sufficient time off to attend the funeral at the discretion of the Superintendent.

The parties agree in principle that those days defined as funeral days shall be granted only on those days when school is in session.

Funeral days shall be granted on work days only, and further shall be granted as follows:

- a. Two days prior to the funeral
- b. The day of the funeral
- c. The fourth funeral day will be a floating day to be taken at the discretion of the employee, up to thirty (30) days after the funeral. The Superintendent or Business Administrator may approve a request that deviates from the above schedule for religious reasons.

5. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government.

6. Board of Education Act of Compassion Clause

In the event an employee has utilized all of his/her sick leave, because of personal illness, said employee may at his/her discretion appeal to the Board for additional sick leave with pay. The Board shall consider each case individually, and on its merits may grant additional sick leave.

A. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIV

EXTENDED LEAVE OF ABSENCE

A. MILITARY

Military leave without pay shall be granted to any tenured employee who enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

B. ANTICIPATED DISABILITY LEAVE

1. Any employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave account of said employee. All employees covered by the Agreement anticipating a state of disability shall notify the Superintendent through their Principal or immediate supervisor of the conditions expected to result in disability as soon as the condition which may result in disability is known.
2. An employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement from his/her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.
3. Should the Board seek the removal of any employee who is unable to continue in the performance of his/her duties because of disability, the Board may invoke the appropriate procedures for such removal.
4. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from his/her duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy, but shall consider and treat each employee on an individual basis.
5. The Board may seek to remove any pregnant employee from her working duties on any of the following basis:

a) Performance

Her work 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 teaching, and which physical incapacity shall be deemed to exist only if:

The pregnant employee fails to produce a certification from her physician that she is medically able to continue working; or

The Board of Education's physician and the employee's physician agree that she cannot continue working; or

Following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation, in which case the Bergen County Medical Society shall be requested to appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

1. Any other "just cause" as defined in N.J.S.A. Title 18A and Article IV(C).
2. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extensions or reductions would substantially interfere with the administration of the school and/or with the education of the pupils, and provided further that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1, et seq., and specifically N.J.S.A. 18A:30-6 and 18A:30-7.
3. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a disability leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

A. CHILD REARING LEAVE

1. In the case of the birth or adoption of a child, any employee shall have the right to apply for a leave provided herein for child rearing purposes. In cases where

both husband and wife are employees in the school system, only one of said persons may be entitled to such leave.

2. A child rearing leave shall be granted for a period of up to two (2) years.
3. Application for a child rearing leave must be filed at least three (3) months before the anticipated birth or adoption of the child or immediately upon termination of the disability leave. Application deadlines may be waived in cases of sudden emergency or exigency.
4. The employee shall specify in writing, the date on which he/she wishes to commence the leave and the date on which he/she wishes to return to work.
5. The Board may change the requested dates upon a finding that the granting of such leave for dates requested would substantially interfere with the administration of the school.
6. Following the granting of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced upon application by the employee which should be submitted at least three (3) months prior to the desired change by the employee.
7. Such extension or reduction shall be granted by the Board for an additional, reasonable period of time except that the board may alter the request based upon finding that such extension or reduction substantially interferes with the administration of the school.
8. When an employee who has been granted a child rearing leave returns to the system any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent so long as such assignment is within the civil service title of said employee.
9. Anything to the contrary notwithstanding a child rearing leave granted to a non-tenured employee need not be extended beyond the end of the contract year in which the leave is obtained.

A. ILLNESS TO THE FAMILY

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the tenured employee's immediate family. Additional leave may be granted at the discretion of the Board.

B. RETURN FROM LEAVE

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

C. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for and granted or denied in writing.

ARTICLE XV

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. UNSAFE AND HAZARADOUS CONDITIONS

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

B. REASONABLE FORCE

As specified in 18A:6-1 – Corporal Punishment of Pupils, an employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary:

- 1) to quell a disturbance, threatening physical injury to others;
- 2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- 3) for the purpose of self-defense; and
- 4) for the protection of persons or property;

A. ACTION BEFORE BOARD OR COMMISSIONER

Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee as in accordance with state law.

B. ASSAULT

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the employee while properly acting in the discharge of his/her duties.

2. Leave

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

4. Medical

The Board shall reimburse an employee for the cost of medical, surgical or hospital services not covered by hospitalization and surgical insurance providing said injury arises from an assault sustained in the course of his/her employment.

A. REPORTING ASSALUTS

1. *Principal or Immediate Superior*

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

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XVI

INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

The Board shall provide Health and Dental Care Insurance Protection for employees and their dependents to age 23 equivalent to or better than the insurance benefits existing during the 1989-1990 school year.

B. PRESCRIPTION PLAN

Effective July 1, 2009, the Board shall pay full premium for each employee and in cases where appropriate for family plan prescription coverage administered. Said plan shall be changed from \$3.00 co-pay to \$3.00 co-pay for generic prescriptions and \$10 co-pay for brand name prescriptions and expenses incurred by employees for prescriptions shall not be submitted to the Major Medical Program.

C. DENTAL PROGRAM

New Jersey Dental Program (Plan3A).

D. DESCRIPTION TO EMPLOYEES

The Board shall provide to each employee a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage as listed above.

E. HEALTH BENEFITS (SECTION 125 CAFETERIA PLAN)

Effective 7/1/08 employees of this bargaining unit shall be entitled to receive compensation for opting out of health insurance coverage in accordance with the Section 125 Cafeteria Plan adopted by the Board of Education on June 25, 2008.

F. Effective July 1, 2007 the \$2,500 life insurance policy shall be eliminated for all employees of this bargaining unit.

ARTICLE XVII

PERSONAL FREEDOM

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. BOARD POLICY

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

C. SEPARABILITY

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

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

E. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board of education and the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereinafter employed by the Board.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:

If by Association, to the Board at:

Lincoln School
8 Hunter Street
Lodi, New Jersey 07644

If by the Board, to the Association at:

Lincoln School
8 Hunter Street
Lodi, New Jersey 07644

ARTICLE XIX

BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the applicable laws and regulations:
1. To direct employees of the school district;
 2. To hire, promote transfer, assign, and retain employees in positions in the school district, and to suspend, discharge, or take other disciplinary action against employees;
 3. To maintain efficiency of the school district operations entrusted to them;
 4. To determine the methods, means and personnel by which such operations are to be conducted; and
 5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

TWELVE MONTH SALARY GUIDES

<u>STEP</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
<u>1</u>	\$47,770	\$49,669	\$51,625
<u>2</u>	\$48,770	\$50,669	\$52,625
<u>3</u>	\$49,770	\$51,669	\$53,625
<u>4</u>	\$50,770	\$52,669	\$54,625
<u>5</u>	\$51,770	\$53,669	\$55,625
<u>6</u>	\$54,670	\$56,569	\$58,525

All personnel covered under this Agreement shall receive longevity increments in the following amounts which shall be in addition to their regular salary:

September or July following the 10th year anniversary date: \$800
September or July following the 16th year anniversary date: \$800
September or July following the 24th year anniversary date: \$800

ARTICLE XXI

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be a three (3) year contract between the Board and the Lodi Account Clerks Association commencing July 1, 2010, and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated; however, in the event that a successor Agreement has not been ratified by the date of expiration of the Agreement, this Agreement shall continue in full force and effect until a successor Agreement has been completely negotiated and ratified, provided that such successor Agreement shall be made retroactive to July 1, 2010.

B. STATUS OF INCORPORATION

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year first above written.

LODI ACCOUNT CLERKS ASSOCIATION

LODI BOARD OF EDUCATION

By:

By:

Jane Pedone, President

Frank Quatrone, Superintendent

Dated:

By:

Vincent Caruso, Board President