### **AGREEMENT**

### **BETWEEN**

# THE LUMBERTON TOWNSHIP BOARD OF EDUCATION

AND

THE LUMBERTON TOWNSHIP EDUCATION ASSOCIATION

2004-2007

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## 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 1<sup>st</sup> preceding the expiration of this Agreement. The parties shall schedule a date so that negotiations commence no later than November 15<sup>th</sup>. 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 with 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.) 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 reemployed. 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

#### 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.

#### 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.

#### 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 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 15<sup>th</sup> 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 1<sup>st</sup>.
    - 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. 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
- 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 18<sup>th</sup> 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. Vacation Schedule

One year to three years – two weeks vacation. Four years to ten years – three weeks vacation. Eleven years plus – four weeks vacation.

Vacation eligibility shall be determined as of each custodian's anniversary date of hire. Each custodian may submit his/her intended vacation dates during two (2) vacation bidding windows based on seniority. Windows are: (1) 1/15 to 2/15 for the period of July 1 to December 31; and (2) 9/15 to 10/15 for the period of January 1 through June 30 of the following year. Upon receipt of the request, the supervisor shall respond in writing within five (5) business days. A reasonable effort shall be made to accommodate vacation requests, and date conflicts shall be resolved by seniority. The supervisor shall post a monthly update of the custodial vacation list continually encompassing twelve months.

- 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 two (2) specifically identified employees. Those employees are in order of seniority:
  - 1. Marion Moates
  - 2. Nancy Stellwag

It is the intention of the parties that the two (2) Tier I Aides positions shall be accorded to the individuals set forth above. Once these individuals leave their positions as Tier I Aides, each of 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 preapproved 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 \$825 per employee per fiscal school year effective July 1, 2004, \$910 per employee per fiscal school year effective July 1, 2005, and \$1,000 per employee per fiscal school year effective July 1, 2006.

Total tuition reimbursements for each fiscal year in this Agreement shall not exceed \$26,400 effective July 1, 2004, \$29,100 effective July 1, 2005, and \$32,000 effective July 1, 2006. 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 as of February 1 for courses taken in the Fall and as of September 1 for courses taken in the Spring and Summer.
- 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. Employees shall be paid every other Friday beginning with the first Friday teachers report to work 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

#### D. 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.

#### A. 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 in each fiscal year in this Agreement, the sum of \$17,000 for the payment for unused sick leave. 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.
- 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.

## **ARTICLE 15 INSURANCE**

- A. 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.
  - 1. Coverage is currently provided through Aetna U.S. Healthcare. Coverage shall include Major Medical Insurance. 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 two (2). No substitute coverage will be provided by any other carrier that affords benefits that are inferior to the present coverage.
  - 2. 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.
  - 3. 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 Plan. Whenever the New Jersey Public and School Employees Health Benefits Plan expands in terms of coverage, the Board of Education shall provide the coverage established by the State Plan and shall pay 100% of the costs of that plan as amended.
- B. The Board of Education shall provide a prescription drug program for all employees and, where applicable, for their dependents. Effective July 1, 2001, fixed co-pay shall be \$2 for generic and \$9 co-pay for prescribed brand medication with a \$0 mail-order provision. Effective July 1, 2005, the co-pay shall be \$10 for brand names, \$5 for generic, with a one time mail order (\$10/\$5, as relevant).

The plan shall be the Blue Cross Small Group Prescription Plan or its equivalent. 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.

C. The Board of Education shall offer two dental programs to employees. Employees will elect between the two programs offered by the Board.

Employees will elect the type of dental coverage they desire prior to the start of employment. After a choice in coverage is made, it may not be changed, except during an open enrollment period.

Coverage offered by the Board shall be as follows.

1. Single Coverage Option

This type of coverage will allow for "single coverage" only. Those employees electing single coverage shall receive the following dental plan benefits:

- a. Preventive and Diagnostic (100%)
- b. Remaining Basic Services (100%)
- c. Prosthodontics (50%)
- d. Maximum of \$2,000
- 2. PPO Coverage/Family Options

This type of coverage shall provide as follows:

- a. Husband and Wife coverage
- b. Parent and Child coverage
- c. Family coverage

Those electing PPO coverage under one of the family options described above shall receive the following dental plan benefits.

- a. Preventive and Diagnostic (100%)
- b. Remaining Basic Services (80%)
- c. Prosthodontics (50%)
- d. Maximum of \$2,000 per family member covered
- e. Orthodontia (\$1,000 lifetime benefit per dependent child)
- f. Participation is limited to PPO (Preferred Provider Organization) eligible dentists.
- 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 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 the last teacher day of school 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.

#### 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 Rosemarie Healey

- 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 1<sup>st</sup> 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 1<sup>st</sup> under rules established by the State Department of Education.
- C. The filing of notice of an employee's withdrawal shall be prior to December 1<sup>st</sup> and become effective to halt deductions as of January 1<sup>st</sup> 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 31<sup>st</sup>, 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 31<sup>st</sup>, 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.

## 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, a reasonable effort shall be made to schedule homeroom assignments on a rotating basis, annually.
- D. 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.
- E. 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, 2004, and shall continue in effect until June 30, 2007, 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, 2004.

LUMBERTON TOWNSHIP EDUCATION ASSOCIATION	LUMBERTON TOWNSHIP BOARD OF EDUCATION
BY:(PRESIDENT)	BY:(PRESIDENT)
BY:	BY:
(SECRETARY)	(SECRETARY)

### **GRIEVANCE FORM**

Name of Grievant:	Date Filed: 
Level One: Level Two:	
Statement of Griev	vance:
Relief Sought:	
Signed:	Date:
Level Three: Superintend	dent
Date Received by Superi	ntendent:
Disposition of Superinten	dent:
Level Four: Board of Ed	lucation
Position of Grievant or PF	R&R Committee:
Date Submitted to Board	of Education:
Disposition of Board of E	ducation:
Level Five: Arbitration Date Submitted:	

### **APPENDIX A** Schedule X

	2	<u>004-05</u>	2	<u>005-06</u>	2006-07
Coach A Team					
Basketball	\$	2,310	\$	2,426	\$ 2,547
Baseball (boys)	\$	2,100	\$	2,205	\$ 2,315
Softball (girls)	\$ \$ \$	2,100	\$ \$	2,205	\$ 2,315
Soccer	\$	2,100	\$	2,205	\$ 2,315
Field Hockey	\$	2,100	\$	2,205	\$ 2,315
Coach B Team					
Basketball	\$	1,785	\$	1,874	\$ 1,968
Head Track & Field Coach	\$	2,100	\$	2,205	\$ 2,315
Assistant Track & Field Coach *	\$	1,050	\$	1,103	\$ 1,158
Assistant Track & Field Coach					
**	\$	1,050	\$	1,103	\$ 1,158
Cheerleading Coach	\$	2,100	\$	2,205	\$ 2,315
Intramurals/New Clubs &					
Activities					
(20 sessions at 1 hr & 15					
minutes or					
25					
hours)	\$	1,050	\$	1,103	\$ 1,158
Academic Pride Coordinator					
6-8	\$	1,995	\$	2,095	\$ 2,200
3-5	\$	1,050	\$	1,103	\$ 1,158
AVA Coordinator					
6-8	\$	1,050	\$	1,103	\$ 1,158
3-5	\$ \$ \$	1,050	\$ \$	1,103	\$ 1,158
K-2	\$	1,050	\$	1,103	\$ 1,158
8th Grade Advisor	\$	2,310	\$	2,426	\$ 2,547
Drama Coordinator					
6-8	\$	2,310	\$	2,426	\$ 2,547
Safety Patrol Advisor					
6-8	\$	1,680	\$	1,764	\$ 1,852
3-5	\$	1,680	\$	1,764	\$ 1,852
Student Government Advisor					
6-8	\$	2,310	\$	2,426	\$ 2,547
Yearbook Advisor					
6-8	\$	1,733	\$	1,820	\$ 1,911
School Newspaper					
	\$	1,733	\$	1,820	\$ 1,911

<sup>Occurs when 30 children have enrolled in track and field.
\*\* Occurs when 60 children have enrolled in track and field.</sup> 

### Schedule X, continued

	2	<u>004-05</u>	<u>2</u>	<u>005-06</u>		<u>2006-07</u>
Literary Magazine						
6-8	\$	1,733	\$	1,820	\$	1,911
Computer Club						
6-8	\$	1,785	\$	1,874	\$	1,968
3-5	\$	1,785	\$	1,874	\$	1,968
Technology Trained Assistants Homework Club	\$	1,785	\$	1,874	\$	1,968
6-8	\$ \$	2,310	\$	2,426	\$ \$	2,547
3-5	\$	2,310	\$	2,426	\$	2,547
Stage Band						
6-8	\$	2,100	\$	2,205	\$	2,315
Flute Ensemble		·		•		·
6-8	\$	1,103	\$	1,158	\$	1,216
LMS Chorus	\$ \$ \$	1,103	\$	1,158		1,216
Select Chorus	\$	2,310	\$	2,426	\$ \$	2,547
Crowd Control/Chaperon Detention/Voluntary	\$4	\$47/event		\$49/event		\$51/event
Supervision	\$2	29/hour	\$3	30/hour		\$32/hour
Bus Duty (a.m. and p.m. beyond	Υ-		•			Ψ=σσ.
School Day)	\$	945	\$	992	\$	1,042
Homebound Instruction,						
Tutoring,						
Parent/Community Workshops	\$3	37/hour	\$3	39/hour		\$41/hour

#### Schedule X, continued

Curriculum Work \$37/hour \$39/hour \$41/hour (minor revision = 10 hr. block; major revision = 20 hr. block)

Teaching In-House Course (beyond the school Day)

Staff Development \$37/hr. \$39/hr. \$41/hr.

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 rate of \$37 per hour in 2004-2005, \$39 per hour in 2005-2006 and \$41 per hour in 2006-2007. 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:

\$525/10 hrs. \$551/10 hrs. \$579/10 hrs.

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 2004-2005 Teachers' Salary Guide \*

STEP	STEP	В	B10	B20	B30	М	M10	M20	M30
03-04	04-05								
***	1	38956	39711	40466	41221	41976	42731	43486	44241
1/2	2	39156	39911	40666	41421	42176	42931	43686	44441
3/4	3	40408	41163	41918	42673	43428	44183	44938	45693
5	4	41479	42234	42989	43744	44499	45254	46009	46764
6	5	42509	43264	44019	44774	45529	46284	47039	47794
7/8	6	44481	45236	45991	46746	47501	48256	49011	49766
9	7	46129	46884	47639	48394	49149	49904	50659	51414
10	8	47742	48497	49252	50007	50762	51517	52272	53027
11	9	50421	51176	51931	52686	53441	54196	54951	55706
12	10	52585	53340	54095	54850	55605	56360	57115	57870
13	11	54111	54866	55621	56376	57131	57886	58641	59396
14/15	12	55899	56654	57409	58164	58919	59674	60429	61184
16/17	13	58114	58869	59624	60379	61134	61889	62644	63399
20	15	61250	62005	62760	63515	64270	65025	65780	66535
21	16	63188	63943	64698	65453	66208	66963	67718	68473
22	17	64613	65368	66123	66878	67633	68388	69143	69898
23	18	65868	66623	67378	68133	68888	69643	70398	71153
24	19	67208	67963	68718	69473	70228	70983	71738	72493
25/26/27	20	70123	70878	71633	72388	73143	73898	74653	75408

<sup>\*</sup> Those professional employees off the salary guide will receive an additional \$2000 over the previous year's salary, plus the column differential increase if on a column beyond the BA.

APPENDIX C 2005-2006 Teachers' Salary Guide \*

STEP	STEP	В	B10	B20	B30	М	M10	M20	M30
04-05	05-06								
***	1	40942	41702	42462	43222	43982	44742	45502	46262
1	2	41142	41902	42662	43422	44182	44942	45702	46462
2	3	41342	42102	42862	43622	44382	45142	45902	46662
3	4	42437	43197	43957	44717	45477	46237	46997	47757
4	5	43491	44251	45011	45771	46531	47291	48051	48811
5	6	45508	46268	47028	47788	48548	49308	50068	50828
6	7	47195	47955	48715	49475	50235	50995	51755	52515
7	8	48845	49605	50365	51125	51885	52645	53405	54165
8	9	51586	52346	53106	53866	54626	55386	56146	56906
9	10	53800	54560	55320	56080	56840	57600	58360	59120
10	11	55361	56121	56881	57641	58401	59161	59921	60681
11	12	57190	57950	58710	59470	60230	60990	61750	62510
12	13	59457	60217	60977	61737	62497	63257	64017	64777
13	14	61735	62495	63255	64015	64775	65535	66295	67055
14	15	62665	63425	64185	64945	65705	66465	67225	67985
15	16	64648	65408	66168	66928	67688	68448	69208	69968
16	17	66106	66866	67626	68386	69146	69906	70666	71426
17	18	67390	68150	68910	69670	70430	71190	71950	72710
18	19	68760	69520	70280	71040	71800	72560	73320	74080
19/20	20	72123	72883	73643	74403	75163	75923	76683	77443

<sup>\*</sup> Those professional employees off the salary guide will receive an additional \$2000 over the previous year's salary, plus the column differential increase if on a column beyond the BA.

APPENDIX D 2006-2007 Teachers' Salary Guide \*

STEP	STEP	В	B10	B20	B30	М	M10	M20	M30
05-06	06-07								
***	1	42472	43247	44022	44797	45572	46347	47122	47897
1/2	2	42672	43447	44222	44997	45772	46547	47322	48097
3	3	42872	43647	44422	45197	45972	46747	47522	48297
4	4	44438	45213	45988	46763	47538	48313	49088	49863
5	5	45975	46750	47525	48300	49075	49850	50625	51400
6	6	47679	48454	49229	50004	50779	51554	52329	53104
7	7	50226	51001	51776	52551	53326	54101	54876	55651
8	8	52000	52775	53550	54325	55100	55875	56650	57425
9	9	54352	55127	55902	56677	57452	58227	59002	59777
10	10	56929	57704	58479	59254	60029	60804	61579	62354
11	11	58977	59752	60527	61302	62077	62852	63627	64402
12	12	61067	61842	62617	63392	64167	64942	65717	66492
13	13	62368	63143	63918	64693	65468	66243	67018	67793
14	14	63608	64383	65158	65933	66708	67483	68258	69033
15	15	66311	67086	67861	68636	69411	70186	70961	71736
16	16	67311	68086	68861	69636	70411	71186	71961	72736
17	17	69635	70410	71185	71960	72735	73510	74285	75060
18	18	71959	72734	73509	74284	75059	75834	76609	77384
19/20	19	74123	74898	75673	76448	77223	77998	78773	79548

<sup>\*</sup> Those professional employees off the salary guide will receive an additional \$2000 over the previous year's salary, plus the column differential increase if on a column beyond the BA.

APPENDIX E
STEP MOVEMENT CHART FOR TEACHERS

2003-2004 STEP	2004-2005 STEP	2005-2006 STEP	2006-2007 STEP
***  1 2 3 4 5 6 7 8 9 10 11 12	2004-2005 STEP  ***  1 2 2 3 3 4 5 6 6 7 8 9 10		2006-2007 STEP  1 2 2 3 3 4 4 5 6 7 7 8 9 10 11
12 13 14	10 11 12	12 13	12 13
15 16	12 12 13	13 13 14	13 13 14
17 18	13 14	14 15	14 15
19 20	14 15	15 16	15 16
21 22 23	16 17 18	17 18 19	17 18 19
24 25	19 20	20 20	19 19 19
26 27	20 20 20	20 20 20	19 19

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

APPENDIX F
MAINTENANCE MECHANICS

2004-	2004-	2005-	2005-	2006-	2006-
2005	2005	2006	2006	2007	2007
				STEP	SALARY
		STEP	SALARY	1	29467
STEP	SALARY	1	28221	2	29667
1	26939	2	28421	3	29867
2	27139	3	28621	4	30067
3	27787	4	29305	5	30696
4	28452	5	29918	6	31326
5	29047	6	30532	7	32080
6	29643	7	31267	8	33338
7	30356	8	32493	9	34596
8	31546	9	33720	10	35981
9	32738	10	35069	11	37490
10	34047	11	36540	12	39125
11	35476	12	38133	13	40761
12	37023	13	39728	14	42397
13	38571	14	41322	15	44031
14	40119	15	42916	16	45793
15	41666	16	44632	17	47554
16	43332	17	46349	$\rightarrow$	<u></u>
17	44999	18	48065	$\rightarrow$	<u> </u>
18	46665	$\rightarrow$	1		

#### **GROUNDS**

2004-	2004-	2005-	2005-	2006-	2006-
2005	2005	2006	2006	2007	2007
				STEP	SALARY
		STEP	SALARY	1	26952
STEP	SALARY	1	25783	2	27152
1	24628	2	25983	3	27352
2	24828	3	26183	4	27552
3	25421	4	26853	5	28809
4	26071	5	28079	6	30067
5	27261	6	29305	7	31326
6	28452	7	30532	8	32583
7	29643	8	31758	9	34093
8	30833	9	33229	10	35613
9	32261	10	34711	11	37112
10	33700	11	36171	$\rightarrow$	<b>↑</b>
11	35118	$\rightarrow$	<b>↑</b>		·

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

APPENDIX G CUSTODIANS

2004-	2004-	2005-	2005-	2006-	2006-
2005	2005	2006	2006	2007	2007
				STEP	SALARY
		STEP	SALARY	1	23429
STEP	SALARY	1	22473	2	23629
1	21488	2	22673	3	23829
2	21688	3	22873	4	24029
3	22207	4	23420	5	24658
4	22738	5	24033	6	25224
5	23333	6	24584	7	25916
6	23868	7	25259	8	26608
7	24523	8	25934	9	27300
8	25178	9	26608	10	28183
9	25833	10	27468	11	29508
10	26668	11	28760	12	30199
11	27922	12	29434	13	30897
12	28576	13	30114	14	31703
13	29237	14	30899	15	32897
14	29999	15	32064	16	33716
15	31130	16	32861	17	34533
16	31904	17	33658	$\rightarrow$	<b>↑</b>
17	32678	18	34455	$\rightarrow$	<u> </u>
18	33451	$\rightarrow$	<b>↑</b>		

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

Those custodial employees off-guide will receive the following additional amounts over the previous year's salary: 2004-2005 - \$1,396; 2005-2007 - \$1,380; and, 2006-2007 - \$1,232.

#### **APPENDIX H TIER 1 AIDES**

2004-	2004-	2005-	2006-
2005	2005	2006	2007
STAFF	SALARY	SALARY	SALARY
Moates	15495	16348	17181
Stellwag	20842	21988	23110

#### **APPENDIX I TIER II AIDES \***

2004-	2004-		2005-	2005-		2006-	2006-
2005	2005		2006	2006		2007	2007
						STEP	SALARY
			STEP	SALARY		1	11.38
STEP	SALARY		1	11.08		2	11.53
1	10.75		2	11.23		3	11.68
2	10.90		3	11.38		4	11.83
3	11.15		4	11.66		5	12.41
4	11.43		5	12.23		6	13.03
5	11.99		6	12.84		7	13.84
6	12.58		7	13.50		$\rightarrow$	<b>↑</b>
7	13.17		$\rightarrow$	<b>↑</b>			

### **APPENDIX J CAFETERIA PERSONNEL**

2004-	2004-	2005-	2006-
2005	2005	2006	2007
STAFF	SALARY	SALARY	SALARY
Haines	6762	7134	7498
Cahall	15437	16286	17116

#### **APPENDIX K PLAYGROUND AIDE**

2004-	2004-	2005-	2006-
2005	2005	2006	2007
STAFF	SALARY	SALARY	SALARY
Brennan	5901	6226	6543

<sup>\*</sup>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.