

4-2094 This Agreement is entered into this 30 day of SEPT by and between the 14-16

Board of Education of Lincoln Park, the Borough of Lincoln Park, New Jersey, hereinafter referred to as the "Board" and the Lincoln Park School Services Association, hereinafter referred to as the "Association".

Wherefore, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

Morris County ✓
ARTICLE I Clerical
Custodial

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and conditions of employment for all full-time, non-certified, clerical, custodial, maintenance and cafeteria employees, and van drivers, except that such recognition is not extended with regard to the Cafeteria Supervisor(s), Supervisor(s) of Maintenance, Administrative employees, Supervisory employees, Superintendent's Secretary(ies), Board Business Administrators Secretary(ies), and other confidential employees, if any, as defined in New Jersey Statutes regarding public employees, and all other employees.

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303 Public Laws of New Jersey, 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date required by the rules of the Public Employment Relations Commission. Any such agreement so negotiated shall apply to all employees represented by the Association as expressed therein,

7/1/75 - 6/30/77

THIS BOOK DOES NOT CIRCULATE

shall be reduced to writing, shall be signed by the Board and the Association, and shall, before becoming effective, be adopted by the Board and ratified by the membership of the Association. The typing, proofreading and duplicating of the drafts of such Agreement shall be done at the joint expense of the Board and the Association by a mutually agreeable party.

B. 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. DEFINITIONS

(1) "Grievance" shall mean a claim by an employee based upon the interpretation, application or a violation of this Agreement, policies or administrative decisions affecting an employee or group of employees. A grievance shall not include the following:

a. Any decision by the Board concerning the termination of a contract or non-renewal of a contract of a non-tenure employee.

b. Any matter where a specific remedy is provided by law.

(2) "Aggrieved person" is the employee or employees making a grievance.

(3) "Party in interest" is the employee or employees making a grievance and any other person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. GENERAL PROVISIONS

(1) It is agreed that all proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, and that all employees shall continue under the direction of the Superintendent and Administration regardless of the pendency of any grievance.

(2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance

adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

(3) 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. If the time limits specified are not complied with and are not extended by mutual agreement, then the grievance shall be waived or moved to the next step, depending upon which party fails to comply with the time limits.

(4) In the event a grievance is filed at such times 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.

C. ADJUSTMENT OF GRIEVANCES

(1) Grievances shall be adjusted in accordance with the following procedures making use initially of the lowest possible levels:

a. LEVEL ONE - An employee with a grievance shall first discuss it directly and personally with the appropriate supervisory officer, either his immediate supervisor, his building principal, or the Superintendent of Schools, with the objective of resolving the matter informally. The employee shall schedule such discussion within ten working days from the occurrence of the act or acts or order or orders giving rise to the grievance, or from the time he learns or reasonably should have learned of such act or acts or order or orders, whichever shall be later. In the event the discussion is not scheduled within said time, the grievance shall be deemed to have been waived.

b. LEVEL TWO - If a party in interest is not satisfied with the disposition of the grievance at Level One, or if no decision thereon has been rendered within five (5) school days after presentation of the grievance or complaint, the grievance or complaint may be appealed to the next higher supervisory authority within five (5) school days in turn until it has been reviewed by the Superintendent of Schools. For the purposes of this provision, the sequence of appeal shall be from the immediate supervisor to the building principal, where applicable, to the Superintendent of Schools. Prior to each appeal, the supervisor from whose decision the appeal is to be taken shall be notified of the intention to appeal.

All decisions rendered with respect to Level Two grievances shall be rendered within ten (10) school days from their submission and shall be in writing with a full statement of the reasons upon which such decision was based. All appeals taken from Level Two grievances shall state in full the reasons for such appeal and shall specify in detail any disagreement with the decision from which the appeal is taken. All Level Two grievances shall be discussed and dealt with as informally as possible with a view to achieving a mutually agreeable resolution thereof.

c. LEVEL THREE - If a party in interest is not satisfied with the disposition of the grievance by the Superintendent of Schools, or if no decision thereon has been rendered within ten (10) school days after submission of the matter to the Superintendent of Schools, the grievance or complaint may be appealed to the Board of Education within five (5) school days. There shall be submitted to the Secretary of the Board of Education the complete records of the matter thus far accumulated along with the statement in full of the reason for the further appeal and a specification in detail of any disagreement with the Superintendent's decision. The party appealing shall notify the president of the Board and the president shall make every reasonable attempt to schedule a hearing within two (2) weeks, but

in any event, no longer than four (4) weeks after the date of appeal. The employee shall choose whether or not he wishes to be present, and if the employee is in fact to be present, the president may invite the Superintendent of Schools, the building principal or any other supervisory officer or party in interest to attend such session. The Board of Education shall first review the case and shall decide whether such review will be informal or in the context of a formal hearing and shall so notify parties in interest within three (3) days before the date set for review or hearing. The Board of Education shall render a written decision in the matter within thirty (30) calendar days of the date of review.

(2) Any party in interest may be represented at all stages of the grievance procedure by himself, by an attorney at law or other representative designated by him, or at his option, by a representative selected or approved by the Association.

(3) No reprisals of any kind shall be taken by the Board of Education or any employee thereof or by the Association or any member or representative thereof against any participant in the grievance procedure or any employee by reason of such person's participation or non-participation in the grievance procedure.

(4) 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 of Schools and the processing thereof shall commence in this fashion at Level Two. Once filed and unless resolved at any level a grievance may not be withdrawn except with the permission of the Board of Education.

(5) 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.

(6) For the purposes of processing grievances all parties in interest shall have access to all relevant and non confidential material contained in Board files. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(7) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

D. If an aggrieved person or the Association wishes further to appeal, the following procedure shall be observed:

(1) Within five (5) days of service of the written decision of the Board upon the aggrieved person or upon the Association, notice in writing shall be filed with the Board Secretary that the aggrieved person or the Association wishes to submit the matter to a referee whose decision shall be advisory and not binding upon any person or the Board unless previously agreed by the Board and the aggrieved person or the Association that such decision shall be binding.

(2) The selection of the referee as aforementioned shall be made in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission pertaining to the selection of arbitrators.

(3) The referee's fees shall be jointly shared by both parties to the grievance, and the referee shall be without power to make any decision contrary to law. His authority shall be limited solely to the interpretation and application of this Agreement.

(4) The referee's decision shall be in writing and shall be rendered within ten (10) days of the conclusion of the hearing or hearings conducted by him.

ARTICLE IV

INSURANCE PROTECTION

The Board shall provide and pay:

A. The full cost of health care insurance protection for each employee only to the extent provided by the Blue Cross-Blue Shield Program for public employees with Major Medical and Rider J coverage and only when the individual elects to be covered by such a program.

B. The full cost of identical coverage for the family of each employee only when the individual elects such coverage provided that an employee may elect individual coverage without family coverage, and provided that in either case such coverage is not otherwise available to the employee.

ARTICLE V

SICK LEAVE

A. Employees shall be entitled to ten (10) sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit in accordance with statutory provisions.

B. Twelve month employees only shall be entitled to two (2) additional sick leave days which will not be accumulated from year to year. All sick leave will be charged first to the ten sick leave days which are accumulative, then to all accumulated time, and only upon the dissipation of all accumulated sick leave will 12 month employees be entitled to these two additional days.

C. Sick leave compensation for hourly employees will be based upon the average daily hours worked by each such employee during the preceeding full calendar month.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

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

(1) Up to three (3) days leave of absence per year in total for any of the following categories:

- a. Family Illness
- b. Court Order
- c. Religious Holiday
- d. Personal affairs of a non-recreational nature which cannot be carried out after school hours or on weekends.

e. Private personal affairs of a non-recreational nature which cannot be carried out after school hours or on weekends. Leave taken under this category cannot be taken on a day before or after a holiday or weekend.

Application to the Superintendent of Schools or his designee for such leave shall be made at least two (2) days before taking such leave (except in case of emergency) and the applicant shall state the reason for requesting such leave if taken under categories (1) a through d.

(2) Up to five (5) days at any one time in the event of death of employee's spouse, child, parent or sibling; and up to three (3) days at any one time in the event of death of employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or person standing in loco parentis to the employee. Traveling time up to three extra days shall, in the sole discretion of the Superintendent of Schools, be allowed where appropriate in connection with leaves of absence described in this paragraph.

(3) 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 in accordance with law.

(4) Other leaves of absence with or without pay may be granted by the Board for good reason.

B. The compensation for hourly employees under this Article will be based upon the average daily hours worked by each such employee during the preceeding calendar month.

ARTICLE VII

VACATIONS

Twelve (12) month employees shall be entitled to vacations in accordance with the following schedule:

<u>Completed Years of Continuous Employment</u>	<u>Vacation</u>
6 months to one year	1 week
Starting 2nd year thru 7 full years	2 weeks
Starting 8th year thru 15 full years	3 weeks
Over 15 full years	4 weeks

Vacation time is at the pleasure of the employee with prior administrative approval, provided it does not interfere with essential operation of the District.

ARTICLE VIII

HOLIDAYS

A. Employees designated as Cafeteria employees shall be prepared to commence work no later than three (3) days prior to the official opening day for the school year and shall be prepared to finish on June 30 following the official closing of school. Such employees shall have seven (7) designated holidays as follows:

- Thanksgiving (2 days)
- NJEA Convention (2 days)
- Christmas Day
- New Years Day
- Memorial Day

B. Twelve month employees shall work during the entire twelve months of the year except as herein provided and shall have ten (10) designated holidays as follows;

Labor Day
Thanksgiving (2 days)
Christmas (2 days)
New Years Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day

C. 10 1/2 month clerical employees shall commence work not later than ten (10) days prior to the official opening day for the school year and finish on June 30 following the official closing of school. Such employee's shall have holidays in accordance with the Principal's calendar.

D. Van Drivers shall be prepared to begin work no later than one day prior to the earliest date any student transportation is required by the Board, and shall be prepared to finish on June 30, following the official closing of school. Van Drivers shall be entitled to the same number of paid holidays (7), as employees designated as Cafeteria workers. (Compensation for Holidays shall be based upon the average daily hours worked by each employee during the previous month.)

ARTICLE IX

TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

A. In the determination of requests for voluntary transfers or reassignments, consideration shall be given to the wishes of the employee to the extent that the transfer does not, in the opinion of the administration and/or the Board, conflict with the best interests of the school system.

B. Notice of an involuntary transfer or reassignment, shall be given to an employee as soon as practicable and the employee shall have the right to meet with the Superintendent of Schools to discuss the transfer or reassignment.

C. Vacancies in positions, including promotional positions, for clerical custodial, cafeteria employees, and van drivers, shall be publicized by the posting of a notice in the Board of Education Office and in each school not less than fifteen (15) days before the final date by which applications must be submitted. Such notice shall include when known, the qualifications for the position, its duties, and the rate of compensation.

D. Nothing contained in this Article or elsewhere in this agreement shall be construed to prevent or otherwise impair the power of the Superintendent of Schools immediately to fill a vacancy on a temporary or acting basis before placing in operation the procedures established in this Article.

ARTICLE X

EVALUATIONS

Employees shall receive a minimum of two (2) written evaluations yearly by appropriate supervisory personnel, and such evaluations shall be reviewed by the employee before being placed in his file.

All monitoring or observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

An employee shall be given a copy of any evaluation report prepared by his evaluators, and shall initial both original and copy to signify receipt, but not approval thereof.

An employee shall have the right upon advance written notice of at least two (2) days, to review any non-confidential material contained in his personnel file in the presence of the Superintendent of Schools, or his designee, and to receive copies of any such material at the employees expense.

No non-confidential item of a derogatory or detrimental nature shall be inserted in an employees file without the prior notification to the employee, who will initial same to signify receipt of a copy, but not approval thereof.

Evaluations shall include a written narrative which may include, when pertinent:

- (1) Strengths of the employee as evidenced during the period since the previous evaluation.
- (2) Weaknesses of the employee as evidenced during the period since the previous evaluation.
- (3). Specific suggestions as to the measures which the employee might take to improve his performance.

Any employee disagreeing with any point of an evaluation, shall have the right to respond in writing, to the points of disagreement and will have a copy of such disagreement attached to the evaluation before placing the evaluation in his file.

ARTICLE XI

SALARIES

A. Commencing with the effective date of this Agreement, salary increases shall not be automatic, but shall be based upon the recommendation of appropriate supervisory personnel and salary increases may be withheld by the Board for just cause.

B. New employees may be hired at a salary level in the sole and exclusive discretion of the Board of Education.

C. Nothing contained herein shall limit the Board to increasing an employee's salary by one increment or interval, and the Board may in its discretion increase an employee's salary by more than one increment or interval.

D. Custodial schedule. Effective July 1, 1975, the salary guide for Custodians shall be as follows:

Step Guide for 75/76

\$6600

6903

7206

7509

Step Guide for 75/76

\$7812

8115

8418

8721

9024

Head custodians shall receive an additional \$500.00 per annum. The Board, upon presentation of proof of attainment, shall pay the fee for the course taken in attaining Black Seal-in-charge boiler license and shall compensate the employee with a one time, non-recurring \$200.00 payment at the time during the term of this Agreement that such License is obtained.

E. Clerical Schedule - Effective July 1, 1975, the following salary guide shall apply for the clerical employees.

10 1/2 month Secretary

75/76 Guide

\$5460

5775

6090

6405

6720

7035

12 month Clerk Typist

75/76 Guide

\$4620

4956

5292

5628

5964

6300

12 month Secretary

76/76 Guide

\$6000

6240

6480

6720

6960

7200

Bookkeeper - 75/76 Guide

\$7575

7950

8325

8700

9075

9450

10 1/2 month Clerk Typist - 75/76 Guide

\$4200

4540

4850

5160

5470

5775

F. Cafeteria Schedule - Cafeteria Employees shall receive an increase of 17¢ per hour over 1974/75 contract amount. Cafeteria Managers shall receive a \$300.00 increase over 1974/75 contract amount. In no case, shall any cafeteria employee with more than one (1) year of completed service be compensated at less than 17¢ per hour above the Federal Minimum Wage.

1975/76

Managers: \$4,165.00

Salary Scale: \$2.22 per hour

2.37 "

2.52 "

2.67 "

2.87 "

G. Van Drivers: Effective July 1, 1975, the following guide shall apply for the Van Drivers:

Step 1.	\$3.00 per hour
2	3.25 per hour
3	3.40 per hour
4	3.60 per hour

Without impairing the rights or powers granted to the Board by applicable laws and regulations, the parties hereby agree that all Van Drivers employed by the Board from the inception of school to the date school ends and who are actively employed on the last day of the school year, will be afforded the opportunity to work 193 days during the school year. The Board at its sole discretion and authority may substitute compensation at the employees current rate of pay for any or all days which are not so afforded an employee at the conclusion of the year.

ARTICLE XII

DISSOLUTION OF POSITIONS

Without in any way limiting any other rights or powers granted to the Board by applicalbe laws and regulations, the parties agree that the Board in its sole discretion, may eliminate any and all cafeteria employee positions and dismiss the employees holding such positions upon sixty (60) days notice in writing.

ARTICLE XIII


This Agreement shall be effective as of July 1, 1975, and shall continue in force until June 30, 1977, except that Article XI, Salaries, shall be renegotiated in compliance with the provisions of Article II, to be effective for the second year of this agreement commencing July 1, 1976, and continuing until June 30, 1977.


This Agreement shall not be extended orally, as it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, on the day and year first above written.


LINCOLN PARK BOARD OF EDUCATION

by Roll-Call Vote taken the 30 day of SEPTEMBER 1975.

By: 
Leonard Quackenbush, President


R. R. Hansen, Secretary

LINCOLN PARK SCHOOL SERVICES ASSOCIATION


President


Lorraine Monterera, Secretary