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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

LINCOLN PARK SCHOOL SERVICES ASSOCIATION

and the

BOARD OF EDUCATION OF LINCOLN PARK

THE COUNTY OF MORRIS, NEW JERSEY

1969-1970

This Agreement entered into this _____ day of December, 1969, by and between the Board of Education of Lincoln Park, the Borough of Lincoln Park, County of Morris, State of New Jersey, hereinafter referred to "the Board", and the Lincoln Park School Services Association, hereinafter referred to as the "Association".

WITNESSETH, that in consideration of their mutual promises and covenants as set forth herein, is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all custodial employees and cafeteria workers whether under contract, on leave, on a per diem or hourly basis, employed or to be employed by the Board.
- B. Unless otherwise indicated, the term employees when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

GRIEVANCE PROCEDURE

The parties agree to establish and accept the following procedure to pertain to employees respecting their employment with the Board:

A. Definitions

1. "Grievance" shall mean a wrong believed by an employee to have been suffered by him through unfair or unequitable treatment or through an act or condition which is contrary to established policy or practice governing or affecting employees.

2. "Employee" is any person employed by the Lincoln Park Board of Education for whom the Lincoln Park School Services Association is the approved and recognized majority representative pursuant to Chapter 303, Public Laws of 1968.

3. "Aggrieved person" is the employee or employees making a grievance.

4. "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.

5. "Association" is the Lincoln Park School Services Association.

6. "Board of Education" is the Board of Education of the Borough of Lincoln Park.

B. General Provisions

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees. It is, therefore, agreed that such proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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 and that the Association has been given the opportunity to present its views prior to the time such adjustment becomes effective.

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.

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 make every reasonable effort to schedule such discussion within thirty days from the occurrence of the act or acts or order or orders giving rise to the grievance or from the time he learns of such acts or orders whichever shall be later.

(b) Level Two - Step 1 - 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 if there has been a refusal on the part of a supervisory officer to meet with the aggrieved person and discuss the grievance, such party in interest may present his grievance or complaint in writing to the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner and shall file a copy of such grievance or complaint with the Secretary of the Board of Education. Within two (2) days after receiving such grievance or complaint from any party in interest, the Association shall refer it to the supervisory official to whom the Level One grievance was presented and shall represent the aggrieved person in discussing and attempting to resolve the basis of the grievance. The written grievance or complaint which is referred to such supervisory official shall be detailed and complete in every respect so as to permit a decision thereon based upon total pertinent information.

(c) Level Two - Step 2 - If a party in interest is not satisfied with the disposition of the grievance at Level Two, Step 1, 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 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 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, Step 2 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.

(d) 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. 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 Superintendent of the appeal simultaneously with its filing. The Secretary of the Board of Education shall promptly notify the president of the Board and the president shall determine whether to schedule the appeal for an executive session at the next

from the immediate supervisor to the building principal 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, Step 2 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.

(d) 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. 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 Superintendent of the appeal simultaneously with its filing. The Secretary of the Board of Education shall promptly notify the president of the Board and the president shall determine whether to schedule the appeal for an executive session at the next

regular meeting or at a special meeting, either of such meetings to be no longer than two 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 sixteen (16) 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, provided, however, that where the party in interest is a member of the unit of employees represented by the Association, the appearance of such representative other than an attorney designated by him must first be approved by the Association. When an employee is not represented by the Association, the Association shall have the right to present its views at all stages of the grievance procedure before a decision is rendered.

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, Step 2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Once filed and unless resolved at any level a grievance may not be withdrawn except with the permission of the Personnel Committee of the Board of Education, or such other committee of the Board of Education appointed to deal with such matters.

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 purpose 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. 1. No further review of a grievance except for an appeal to the Commissioner of Education shall be considered applicable after the level of the Board, Level Three, unless it pertains to a specific matter or matters encompassed within a written agreement between the Board and the Association.

2. If an aggrieved person or the Association wishes further to appeal respecting matter or matters specifically encompassed in a written agreement between the Board and the Association, the following procedure shall be observed:

(a) 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 an arbitrator 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.

(b) The selection of the arbitrator as aforementioned shall be made in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

(c) The arbitrator's fees shall be jointly shared by both parties to the grievance, and the arbitrator shall be without power to make any decision contrary to law or outside the scope of the matter or matters submitted to him by previously written agreement.

(d) The arbitrator'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 III

INSURANCE PROTECTION

Effective the beginning of the 1969-1970 school year, the Board shall provide and pay 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 employee elects to be covered by such a program.

ARTICLE IV

SALARIES

A. Cafeteria Employees.

1. Cafeteria workers shall receive a salary ranging from \$1.50 per hour to \$1.70 per hour, the actual rate for each cafeteria worker to be determined by the Board based upon the recommendation of the Cafeteria Supervisor of such worker and the Superintendent of Schools.

2. Assistant Cafeteria Managers shall receive \$1.80 per hour.

3. Cafeteria Managers shall receive \$2,600. per year.

4. Cafeteria substitutes, as persons not regularly employed by the Board but hired on a temporary basis to replace an absent regular cafeteria employee, shall receive \$1.40 per hour.

B. Custodians shall receive a salary ranging from \$5,000. per year to \$7,000. per year, the salary within this range of each employee to be determined by the Board based upon the recommendation of the head Custodian of each school building owned by the Board and the Superintendent of Schools. The head Custodian of each school building owned by the Board shall receive an additional \$200. per year over and above his salary as compensation for his extra responsibilities as head Custodian.

ARTICLE V

HOLIDAYS

A. Cafeteria employees shall receive seven (7) paid holidays during the

school year on days when school is closed, the compensation to be paid for each employee to be based upon an average of the hours worked by each such employee during the next preceding full calendar month.

B. Custodians shall, without reduction of salary, receive seven (7) designated holidays in the school calendar plus three (3) additional holidays per custodian which are to be taken when school is not in session.

ARTICLE VI

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1969 and shall continue in effect until August 31, 1970.

This agreement shall not be extended orally and 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 by their respective secretaries, on the day and year first above written.

LINCOLN PARK BOARD OF EDUCATION

By: _____
Robert Edris, President

Attest: _____
William Juban, Secretary

LINCOLN PARK SCHOOL SERVICES ASSOCIATION

By: _____
_____, President

Attest: _____
_____, Secretary