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NOT CIRCULATE

THIS BOOK DOES NOT CIRCULATE

AGREEMENT

between the

Lower Township Education Association

and the

Board of Education of Lower Township

The County of Cape May, New Jersey

1971-1972

ARTICLE I

RECOGNITION

WHEREAS, A majority of the teachers in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Education Association as their representative for the purpose of collective negotiations; and

WHEREAS, Such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it

RESOLVED by the Lower Township Board of Education, That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the teachers included in the unit described below:

Secretaries
Bus Drivers

Custodians
Cafeteria Employees

but excluding:

Principal
Cafeteria Manager

Assistant Principal

Robert J. McDade

Lucius S. Holman

Gloria C. Farrell

Nancy H. Bailey

DURATION OF AGREEMENT

This Agreement, entered into an 9th day of September, 1970, shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof 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, all on the day and year first above written.

LOWER TOWNSHIP EDUCATION
ASSOCIATION

By *Robert J. McDade*
President

By *Gloria C. Farrell*
Secretary

LOWER TOWNSHIP BOARD OF
EDUCATION

By *Thomas S. Hallen*
President

By *Nancy H. Bailey*
Secretary

PREAMBLE

This Agreement entered into this 9th day of September, 1970, by and between the Board of Education of Lower Township, New Jersey, hereinafter called the "Board" and the Lower Township Education Association, hereinafter called the "Association". This agreement shall be in effect for the school year 1970 - 1971.

W I T N E S S E T H :

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Lower Township School District is their mutual aim, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

- Article I - Recognition.
- Article II - Proposal Procedures.
- Article III - Grievance Procedures.
- Article IV - Employees Salary Schedules.

ARTICLE II

A. Definitions

1. A proposal is a plan or suggestion put forward for consideration of acceptance and action.

B. Purpose

1. The purpose of this procedure is a good faith effort to reach agreement on proposals.
2. Any agreement negotiated under this ARTICLE shall apply to all employees, or group or class of employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

C. Procedure

1. Proposals concerning terms and conditions of employment will be filed by the President of the Association with the President of the Board, or the Board Secretary, before negotiating them. Negotiation is then to take place at a time mutually convenient for both but not later than fifteen (15) calendar days from the date the proposals were filed with the President of the Board, or the Board Secretary.

2. Purchase proposals and any other item that requires inclusion in the annual school budget shall be presented to the board in writing for negotiation no later than October fifteen (15) of that year so that they can be included in the budget for that year.
3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. Miscellaneous

1. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
2. 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.

3. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
5. 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, assignment, promotion, transfer, or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
6. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all members now employed, hereafter employed, or considered for employment by the Board.

ARTICLE III

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement as will be defined by PERC or by law.
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 against whom action might be taken in order to resolve the claim.

B. Purpose

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 welfare or terms and conditions of employment of employees as will be defined by PERC or by law. Both parties agree that these 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 intervention of the Association, provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

3. Level One
 - a. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of his choosing to appear with him or for him at any step in his appeal.
 - b. Any employee or group of employees who has a grievance or proposal shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.
 - c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

4. Level Two
 - a. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The superintendent shall communicate his decision in writing, along with supporting reasons, to the employee, the principal and to the board of education.

- b. If the grievance is not settled to the satisfaction of the employee after reaching the superintendent of schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local association for consideration. The Committee shall make a determination as soon as possible, but within a period **not** to exceed ten (10) calendar days, notifying the employee in writing of that determination.
- c. If the Professional Rights and Responsibilities Committee determines the grievance has, or may have merit, it shall recommend that the grievance be heard by the Board of Education.
- d. If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools and the board of education.
- e. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the board of education.

5. Level Three

- a. If the grievance is not resolved to the employee's satisfaction, he may request a review by the board of education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education. The board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fifteen (15) calendar days.

6. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the board of education he may within five (5) calendar days after a decision by the board of education or fifteen (15) calendar days after the grievance was delivered to the board of education, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration. (If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.)

- b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions and on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C. paragraph 3 (c) of this article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendents and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. 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.

ARTICLE IV

- A. The salaries of all employees who are members of the Association and covered by this Agreement are set forth in the schedules which follow.
- B. Both parties agree that all employees will be paid and placed on their proper step according to their proper salary guide for the duration of this contract.
- C. Both parties agree that any and all part-time employees, who are, or will be, employed under any, or all, of the classifications which herein have a negotiated salary schedule, except those part-time employees which have a specific negotiated salary schedule included herein, be paid by an appropriate percentage based upon the time worked according to their full time salary on their proper schedule and step; such method to be known as pro-rata pay.
- D. Both parties agree that during the course of this agreement that if a new member, present member, or former member of the Association be hired under or transferred to a different job for which there is no classification, that the Association has the right at the time of hiring or transferring to negotiate in good faith a salary schedule for the new job classification.
- E. The Board agrees to provide the State Plan Medical-Health benefits for all members and their families' the latter coverage being optional with the member to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION

SALARY SCHEDULE

CUSTODIANS

<u>Year</u>	<u>Salary</u>
1	\$4600.00
2	4800.00
3	5000.00
4	5200.00
5	5400.00
6	5600.00
7	5800.00
8	6000.00
9	6200.00

Forty hour work week.

Eight (8) holidays, six (6) regular and two (2) floating.

Twelve (12) sick days.

Vacation - 2 weeks for first nine (9) years.
3 weeks ten (10) years and after.

No night work during summer.

Head custodian - \$750.00 additional.

Full Medical-Surgical, Major-Medical, Rider J insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION

SALARY SCHEDULE

CUSTODIANS - PART TIME

<u>Year</u>	<u>Salary</u>
1	\$ 1.70 per hour
2	1.75 per hour
3	1.80 per hour
4	1.85 per hour
5	1.90 per hour
6	1.95 per hour
7	2.00 per hour
8	2.05 per hour
9	2.10 per hour

Full Medical-Surgical, Major-Medical, Rider J insurance coverage as per public employees Health Benefits program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION

SECRETARIES SALARY SCHEDULE

<u>Year</u>	Salary	<u>2/3 Time</u>
1	\$3450.00	\$2300.00
2	3650.00	2434.00
3	3850.00	2560.00
4	4050.00	2700.00
5	4250.00	2854.00
6	4450.00	2966.00
7	4650.00	3100.00
8	4850.00	3234.00
9	5050.00	3366.00
10	5250.00	3500.00
11	5450.00	3634.00
12	5650.00	3766.00

Full Medical-Surgical, Major-Medical, Rider J insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION
SALARY SCHEDULE

TRANSPORTATION WORKERS

Regular

<u>Year</u>	<u>Salary</u>
1-2	\$2250.00
3-4	2450.00
5-6	2650.00
7-8	2850.00
9-10	3050.00
11-12	3250.00

Kindergarten

<u>Year</u>	<u>Salary</u>
1-2	\$1085.00
3-4	1185.00
5-6	1285.00
7-8	1385.00
9-10	1485.00
11-12	1585.00

Bus Foreman - \$750.00 additional.

Field Trips - \$5.00 each.

Full Medical-Surgical, Major-Medical, Rider J Insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION

SALARY SCHEDULE

CAFETERIA MAINTENANCE WORKER

<u>Year</u>	<u>Salary</u>
1	\$2.00 per hour
2	2.10 per hour
3	2.20 per hour
4	2.30 per hour
5	2.40 per hour
6	2.50 per hour
7	2.60 per hour
8	2.70 per hour
9	2.80 per hour
10	2.90 per hour
11	3.00 per hour

Full Medical-Surgical, Major-Medical, Rider J insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION
CAFETERIA SALARY SCHEDULE FOR
COOKS AND BAKERS

<u>Year</u>	<u>Salary</u>
1	\$2250.00
2	2450.00
3	2650.00
4	2850.00
5	3050.00
6	3250.00
7	3450.00
8	3650.00
9	3850.00
10	4050.00
11	4250.00
12	4450.00

Full Medical-Surgical, Major-Medical, Rider J Insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP BOARD OF EDUCATION

SALARY SCHEDULE

FOOD SERVICE WORKERS

<u>Year</u>	<u>Salary</u>
1	\$1.60 per hour
2	1.85 per hour
3	1.90 per hour
4	1.95 per hour
5	2.00 per hour
6	2.05 per hour
7	2.10 per hour
8	2.15 per hour
9	2.20 per hour
10	2.25 per hour
11	2.30 per hour
12	2.35 per hour

Full Medical-Surgical, Major-Medical, Rider J Insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.

LOWER TOWNSHIP ELEMENTARY SCHOOLS

TEACHERS SALARY SCHEDULE

1970 - 1971

Steps	Non-Degree	Bachelor's Degree	Bachelor's +30*	Master's Degree	Master's +30*	Phd or D. E.
1	\$ 6600.00	\$ 7200.00	\$ 7500.00	\$ 7800.00	\$ 8100.00	\$ 8400.00
2	6900.00	7500.00	7800.00	8100.00	8400.00	8700.00
3	7200.00	7800.00	8100.00	8400.00	8700.00	9000.00
4	7500.00	8100.00	8400.00	8700.00	9000.00	9300.00
5	7800.00	8400.00	8700.00	9000.00	9300.00	9600.00
6	8100.00	8700.00	9000.00	9300.00	9600.00	9900.00
7	8400.00	9000.00	9300.00	9600.00	9900.00	10200.00
8	8700.00	9300.00	9600.00	9900.00	10200.00	10500.00
9	9000.00	9600.00	9900.00	10200.00	10500.00	10800.00
10	9300.00	9900.00	10200.00	10500.00	10800.00	11100.00
11	9600.00	10200.00	10500.00	10800.00	11100.00	11400.00
12	9900.00	10500.00	10800.00	11100.00	11400.00	11700.00

\$175.00 super maxim for each five (5) years of experience after one (1) year on 12th step.

* 30 Graduate credits

Full Medical-Surgical, Major-Medical, Rider J insurance coverage as per public employees Health Benefits Program to the extent that the employee is eligible.