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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 17 1989

RUTGERS UNIVERSITY

**A G R E E M E N T**

between

**LINCOLN PARK SCHOOL SERVICES ASSOCIATION**

(Class I Certified, Full-time Library  
Employees) and

**LINCOLN PARK BOARD OF EDUCATION**

(Employees)

~~X~~ July 1, 1988 - June 30, 1991

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This Agreement is entered into this 10th day of March, 1988 by and between the 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:

## ARTICLE I

### 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, library aide(s), and cafeteria employees, 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 Administrator's Secretary(ies), Board Office Secretary(ies), Bookkeepers, 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 the Public Laws of New Jersey 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, 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. Sixty copies of this Agreement shall be printed. The Association will receive 45 copies, and the Board 15 copies. The Association will pay 75 percent and the Board 25 percent of the costs of printing these 60 copies.

C. 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 or the Association 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(s) or Association making a grievance.

3. "Party in interest" is the employee(s) or Association 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/herself, by a representative selected or approved by the Association, or at his/her expense by an attorney at law or any other representative of his/her choice.

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 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. 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 thirty (30) 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.

C. The Board shall pay up to, but, no more than Two Hundred Seventy-Five Dollars (\$275.00) per contract year towards the cost of a family prescription plan for each member of the Association provided, however, the individual member elects to be covered by such a program and provided also, members of the Association who are on unpaid leaves of absence shall not be covered by this paragraph.

**ARTICLE V**

**SICK LEAVE**

A. Employees shall be entitled to ten (10) days sick leave. Unused sick leave days shall be accumulated from year to year with no maximum limit in accordance with statutory provisions. Sick leave cannot be utilized while on unpaid leaves of absence.

B. Each employee will be given a written notice of the number of sick days he or she has accumulated by December 31st each year. Twelve-month employees will be notified of accumulated sick leave by July 1 each year.

C. 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 sick days.

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

E. Each employee who, at the time of his or her retirement from the District, shall have more than forty (40) unused sick days accumulated during a period of continuous service with the District, shall receive one (1) day's pay for each two (2) days of accumulated sick days beyond forty (40) up to a maximum of fifty (50) days' pay provided, however, that in no event shall the pay for unused sick days on retirement exceed \$3,000. Partial days will not count and will not be pro-rated. The term "retirement" shall mean qualification for and acceptance by the employee of a pension under the Public Employees Retirement System. This paragraph shall only apply to employees retiring after July 1, 1985.

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE

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

1. Two (2) days paid leave of absence and up to one (1) day unpaid leave of absence per year in total for any of the following categories:

a. Family Illness

b. Court Order - Except when the Court Order is a subpoena initiated by any party in an adversary position to the Board. In such cases, the Board agrees to waive this exception for three (3) days cumulative and in total for the Association as a whole with the understanding that the Association shall be entitled to designate which member(s) and which trials or hearings these days may be used. This waiver does not increase the total number of days of leaves of absence any Association member is entitled to under subparagraph 1. of this article.

c. Religious Holiday

d. Personal affairs of a non-recreational nature, not to include self-employment or for employment by another employer, which cannot be carried out after school hours or on weekends.

e. Private personal affairs of a non-recreational nature, not to include self-employment or for employment by another employer, 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, or during the first ten (10) days or during the last ten (10) days of the school year.



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. above.

2. Up to five (5) days with full pay at any one time in the event of death of employee's spouse, child, parent or sibling; and up to three (3) days with full pay 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; and up to one (1) day with full pay at any one time in the event of a death of employee's grandparent. 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 employee during the preceding calendar month.

**ARTICLE VII**

**VACATIONS**

Twelve-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 through 6 full years	2 weeks
Starting 7th year through 15 full years	3 weeks
Over 15 full years	4 weeks

Those employees on unpaid leaves of absence will have their vacation time prorated for any contract year in which an unpaid leave of absence is taken. If a vacation has already been taken prior to the leave of absence, the next vacation period taken by the employee shall be prorated.

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

with essential operation of the District. Conflicts in vacation schedules will be resolved based on employee's seniority in the Lincoln Park School 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 eight (8) designated holidays as follows:

Thanksgiving (2 days)	Christmas Day
N.J.E.A. Convention (2 days)	New Year's Day
Good Friday	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	Washington's Birthday
Thanksgiving (2 days)	Good Friday
Christmas (2 days)	Memorial Day
New Year's Day	Independence Day

C. Ten and one-half (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 employees shall have holidays in accordance with the Principal's calendar.

D. Twelve-month employees designated as Custodian or Maintenance employees, shall have two (2) holidays in addition to those specified in paragraph B. above and are designated as follows:

New Year's Eve Day

Columbus Day

If Columbus Day falls on a day school is in session, the employees shall work Columbus Day and be given another holiday in lieu of Columbus Day. Custodians and Maintenance employees may submit a list of substitute days in order of preference to the Superintendent of Schools by September 30 of the contract year if Columbus Day falls on a day school is in session. The holiday will be designated by the Superintendent of Schools.

E. Employees designated as Library Aides shall be available 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 eight (8) designated holidays as follows:

Thanksgiving (1 day)	New Year's Day
Christmas Day	Good Friday
Memorial Day	Washington's Birthday
N.J.E.A. Convention (2 days)	

## 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, maintenance and cafeteria employees shall be publicized by 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 employee's expense.

No non-confidential item of a derogatory or detrimental nature shall be inserted in an employee's file without 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:

A. Strengths of the employee as evidenced during the period since the previous evaluation.

B. Weaknesses of the employee as evidenced during the period since the previous evaluation.

C. 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. Cafeteria Guide

The salary guides for the years 1988-89, 1989-90, 1990-91 are herein enclosed:

Cafeteria Managers

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$11,239.08	\$12,306.79	\$13,451.32

Cafeteria Employees

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$5.37	\$5.88	\$6.43
\$5.49	\$6.01	\$6.57
\$5.60	\$6.13	\$6.70
\$5.70	\$6.24	\$6.82
\$6.03	\$6.60	\$7.21
\$6.47	\$7.08	\$7.74



The cafeteria employee designated by the Cafeteria supervisor to fill in for an absent Cafeteria Manager shall be paid a fee of Six Dollars (\$6.00) per day in addition to his/her regular hourly rate commencing the first day of each occurrence.

1. 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.

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

3. 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.

B. Custodial and Maintenance Guide

The salary guides for the years 1988-89, 1989-90, 1990-91 are herein enclosed:

Custodial and Maintenance

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$15,205	\$16,649	\$18,197
\$16,109	\$17,639	\$19,279
\$16,561	\$18,134	\$19,820
\$17,014	\$18,630	\$20,362
\$19,425	\$21,270	\$23,248

The Board, upon presentation of proof of attainment, shall pay the fee for the course taken in attaining Black Seal 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.

1. Head Custodians' stipends to be \$1,100 in 1988-89, \$1,200 in 1989-90, and \$1,300 in 1990-91 for which he/she will perform minor maintenance. The Supervisor of Maintenance or his designee will determine maintenance responsibility, as well as assigned custodial duties. Tools will be provided for each Head Custodian. The Head Custodian may be called out after hours in the event of an emergency in his/her building. This call out may be initiated by the Lincoln Park Police Department, the Board Secretary, the Principal, or the Superintendent of Schools. In the event that the assigned

Head Custodian is not available, the Head Custodian from another building may be called out. The Board reserves the right to call out the Supervisor of Maintenance before any Head Custodian. Head Custodians called out will be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times their base rate, Monday through Saturday, and two (2) times their base rate on Sunday and holidays designated in Article VIII. When called out, they shall be paid \$.22 per mile for travel.

2. All custodians and maintenance employees must obtain a Black Seal boiler license within two (2) years of the beginning of his/her employment by the Board. Failure to obtain a Black Seal boiler license, or to maintain said license will result in non-renewal of the custodian's or maintenance employee's contract. All custodians and maintenance employees with a Black Seal boiler license will receive an additional \$200.00 per annum which will be pro-rated if the license is obtained after the start of a contract year. The Board shall pay the renewal fee for the Black Seal boiler license.

3. A custodian who is required to report to work four or more hours before his/her starting time and who has worked his/her normal shift the day before shall be

compensated at the rate of \$15.00 per occurrence. This paragraph shall not apply to Head Custodian called out in the event of an emergency, or to maintenance personnel.

4. Custodians and maintenance employees shall normally have the following tour of duty:

a. All full-time custodians and maintenance employees will have a tour of duty of eight and one-half (8-1/2) contiguous hours which will include eight (8) work hours and an unpaid one-half (1/2) hour duty free lunch period. Custodians and maintenance employees who work less than full-time will have their tour of duty scheduled continuously and may include an unpaid one-half (1/2) hour duty free lunch period.

b. The normal tour of duty for full-time custodians and maintenance employees will be scheduled between the hours of six (6) a.m. and four (4) p.m. or three (3) p.m. and one (1) a.m. during the academic calendar. The normal tour of duty for full-time custodians during the remainder of the year, the Christmas, Mid-Winter and Easter recesses and any other time designated by the Superintendent of Schools will be scheduled between the hours of six (6) a.m. and four (4) p.m.

c. If the Association requests a change in the above schedule, no stipend will be paid under Article XI, paragraph B.3.

C. Clerical Guide

The salary guides for the years 1988-89, 1989-90, 1990-91 are herein enclosed:

<u>Clerical</u>		
<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$13,632	\$14,927	\$16,315
\$14,065	\$15,401	\$16,833
\$14,498	\$15,875	\$17,351
\$14,932	\$16,350	\$17,870
\$15,366	\$16,825	\$18,389
\$15,799	\$17,299	\$18,907
\$16,233	\$17,775	\$19,428
\$16,667	\$18,250	\$19,947

D. Library Aide Guide

The salary guides for the years 1988-89, 1989-90, 1990-91 are herein enclosed:

Library Aides

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$5.84	\$6.39	\$6.98
\$6.13	\$6.71	\$7.33
\$6.42	\$7.03	\$7.68

E. Longevity

Employee members who have completed fifteen (15) years of service as regular employees of the Lincoln Park School District shall henceforth receive an annual stipend of Two Hundred Dollars (\$200.00) during their sixteenth (16th) through twentieth (20th) year of service in the Lincoln Park School District.

Employee members who have completed twenty (20) years of service as regular employees of the Lincoln Park School District shall henceforth receive an annual stipend of Four Hundred Dollars (\$400.00) beginning with their

twenty-first (21st) year of service in the Lincoln Park School District. Longevity stipends shall not be accumulated. A maximum stipend for any one Association member being Two Hundred Dollars (\$200.00) per year between the sixteenth (16th) year and twentieth (20th) year of service, and Four Hundred Dollars (\$400.00) per year beginning with their twenty-first (21st) year of service.

Service in school districts other than the Lincoln Park School District shall not count toward eligibility for this stipend nor shall substitute service in the Lincoln Park School District count toward the stipend. Part-time service (less than five (5) days per week or less hours per day than normal for the position) in the Lincoln Park School District shall only count as a prorated part of one year.

Payments to 10 month and 10½ month employees will be made in twenty (20) equal installments. Payments to 12 month employees will be made in twenty-four (24) equal installments.

## **ARTICLE XII**

### **DISSOLUTION OF POSITIONS**

Without in any way limiting any other rights or powers granted to the Board by applicable laws and regulations, the

parties agree that the Board, in its sole discretion, may eliminate any and all employee positions and dismiss the employees holding such positions upon sixty (60) days notice in writing.

### ARTICLE XIII

#### UNIFORMS

##### A. Cafeteria

Cafeteria employees shall receive up to Eighty Dollars (\$80.00) per year towards the purchase of cafeteria uniforms. A cafeteria worker must be employed for a period of four (4) months to qualify for this uniform allowance. Those employees employed less than four (4) months will be entitled to a prorated portion of said uniform allowance. Payment will be made after presentation of receipt(s) to the Board.

##### B. Custodial and Maintenance

To protect their shoes, all custodians and maintenance employees will be furnished with one pair of rubbers or boots and will be held responsible for their care



and protection. Rubbers or boots will be replaced when they become unserviceable provided they are returned to the Supervisor of Maintenance.

Custodians and maintenance employees with more than six (6) months service will be given two (2) new uniforms every September.

Custodians and maintenance employees will be furnished with one (1) pair of safety work shoes every two years. New custodians and maintenance employees will be furnished with one (1) pair of safety work shoes after completing six (6) months of service.

New custodians and maintenance employees will be given two (2) new uniforms after six (6) months service.

#### **ARTICLE XIV**

##### **CANCELLATION OF CONTRACTS**

Each employee's contract shall provide that his or her contract may be cancelled upon receipt by the employee of thirty (30) days written notice.

**ARTICLE XV**

**SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any member of the Lincoln Park School Services Association is held to be contrary to law, then such provisions or applications 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.

**ARTICLE XVI**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1988 and shall continue in force until June 30, 1991.

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

ARTICLE XVII


CONTRACT ADHERENCE

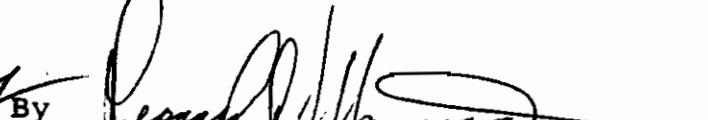
For the duration of this Agreement and any extension thereof, it is agreed that the Association and/or its members-employees shall adhere to the terms of this Contract and shall not call or engage in a strike, or threats thereof, or participate in any cessation of work, slowdown, work stoppages or interference of any kind with normal school or Board operations.

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

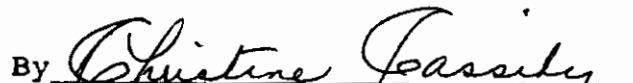
By Roll Call Vote taken on the 26th day of April, 1988.

By   
Eleanor Daut, President

By   
Leonard J. Marano, Board Secretary

LINCOLN PARK SCHOOL SERVICES ASSOCIATION

By   
Herbert Thomason, President

By   
Christine Cassidy, Secretary