

AGREEMENT

between the

LAKELAND REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

and the

LAKELAND REGIONAL HIGH SCHOOL  
CAFETERIA WORKER'S ASSOCIATION

July 1, 2004 to June 30, 2007

This agreement, made as of the 30th day of November 2004 by and between:

The Board of Education of the Lakeland Regional High School, a school district created under the laws of the State of New Jersey in the County of Passaic, party of the first part, hereinafter referred to as The Board and,

The Lakeland Cafeteria Workers, employed by the Board, hereinafter referred to as the employee(s)

Witnesseth: in consideration of the mutual promises and undertakings herein contained, the parties hereto do hereby agree as follows:

## **Article I Insurance Protection**

### **A. Full Health Coverage**

The Board shall pay the full premium to provide each member employee, and in cases where appropriate for family coverage, for medical insurance coverage in the State Health Benefits Plan or in an equal to or better insurance plan than the State Health Benefits Plan in effect on July 1, 2004.

### **B. Dental Coverage**

The Board shall pay full premium for coverage of the employee only in the current dental plan.

Employees may select, in addition to the above plan, a plan which affords family coverage benefits. The Board will share the cost of this plan only to the extent of employee only premium. All additional cost will be paid by the employee.

The details and provisions of both the employee and family dental plans will be kept in the office of the Board of Education.

### **C. Description to Cafeteria Workers**

The Board shall provide to each member a description of the health care insurance coverage provided under this Article, including the conditions and limits of such coverage as furnished by the plans listed in paragraphs A & B above when requested.

## **Article II Sick Leave**

**A.** Employee shall be allowed ten (10) sick days in any one school year with full pay . Unused sick days may be accumulated. Sick days may only be used for personal illness.

**B.** Employees who have been employed by Lakeland Regional High School for at least ten (10) consecutive years immediately preceding retirement shall receive compensation for accumulated sick days at the rate of \$15.00 per diem for a maximum of 70 days. This shall be paid upon receipt by the Board of Education of a Notice of Retirement Approval from New Jersey Public Employees Retirement System for service, veteran or early retirement as defined in N.J.S.A. 18A:66-37 and 71. Employees shall not be eligible for benefits under this provision if they are vesting (taking a deferred retirement).

**Article III  
Personal Leave Days**

- A. Employees shall receive two (2) personal leave days per year. If personal leave days are not used within that year, two (2) of those unused personal leave days may be converted into accumulated sick days.
- B. Request for personal leave days must be submitted to the Cafeteria Director or Board Secretary at least two (2) days prior to the leave. In an emergency, the employee must telephone the school and leave a voice mail message.
- C. Personal leave days may not be used to extend a vacation period or a holiday weekend. They may not be used to seek other employment. Once an employee makes it known that they intend to terminate their employment with the Lakeland Regional High School, no personal leave days may be granted.

**Article IV  
Leave for Critical Illness or Death in Family**

- A. In the case of absence of any member because of the death of a member of his immediate family or a relative who, immediately prior to his death or last illness, lived in the household of the member, full salary of a member shall be paid for a period not to exceed five (5) school days, consecutively or as designated by the employee and in connection with the settlement of an estate or provision of survivors of the deceased. If the absence continues for a longer period, the matter shall be referred to the board to determine whether or not the member's salary should be paid for any additional days. The term "immediate family" as used in this paragraph, shall be deemed to include husband, wife, children, parents, mother-in-law, father-in-law, brother, sister, niece, nephew, brother-in-law, sister-in-law, aunt, uncle, grandparents, grandchildren, and domestic partner.
- B. In the case of absence of any member because of the critical illness of a member of his immediate family, the provisions of 1 above apply, except the term "immediate family" shall be deemed to include only husband, wife, parents and children of either spouse and domestic partner.
- C. In cases where a member of the cafeteria's immediate family undergoes major surgery requiring the presence of a member, the member will be permitted to use one of the above mentioned five (5) days as a reason for being absent on the day when such surgery is performed. In such cases, the term "immediate family" shall be defined as in 2 above.
- D. In cases of childbirth, the expectant father shall be permitted no more than two (2) of the above mentioned five (5) days.

**Article V  
Extended Leaves of Absence**

- A. An employee who is an expectant mother or father shall be granted a leave of absence without pay. The duration of such leave of absence shall be determined on an individual basis, but in no case shall it exceed twenty-four (24) months. The employee on leave must inform the Superintendent of their intention to return to work or to resign from their position no later than four (4) months preceding the expiration of the leave of absence.
- B. An employee adopting an infant child shall be entitled to receive a leave of absence which shall commence at the de facto custody of said infant, or earlier, as necessary to fulfill the requirements of adoption.

- C. All other requests for leave of absence will be at the sole discretion of the Board of Education.
- D. Any and all benefits to which the employee was entitled at the time of the commencement of a leave of absence, including unused sick leave, shall be restored upon return from the leave of absence.

## **Article VI Grievance Procedure**

### 1. Definition

- a. A grievance is a claim based upon the interpretation, application or violation of this agreement and the policies and administrative decisions relating to the specific provisions of this agreement filed by the employee.
- b. An aggrieved person is the employee making the claim.
- c. The words days as used herein, shall be deemed to mean and include days on which the employee is required to work.

### 2. Grievance Submission

- a. An employee who has a grievance as defined above shall first discuss it with their immediate supervisor with the objective of resolving the matter informally.

If, within a period of five (5) days of the submission of a grievance, the matter is not resolved by discussion, the employee shall submit the grievance in writing to the Board Secretary, who shall, within a period of five (5) days thereafter, notify the employee, in writing, of her decision.

If the employee objects to the opinion rendered by the Board Secretary, they may, within five (5) days after receipt of the Board Secretary's written decision, appeal the same to the Superintendent. Such appeal shall be in writing and shall set forth the grounds upon which the objection is based. A copy of any such appeal shall be promptly submitted to the Board Secretary.

Within a period of ten (10) days from the filing of the appeal with the Superintendent, he shall grant the employee a hearing and shall submit his decision in writing, with supporting reasons, to the employee and shall forthwith deliver a copy of such decision to the Board Secretary.

In the event the employee is not in agreement with the decision of the Superintendent, such employee may, within ten (10) days after receipt of the Superintendent's decision, file a written appeal with the Board. The Board may grant the aggrieved employee a hearing and render a decision within twenty (20) days after the receipt of such request.

If the aggrieved employee is not satisfied with the disposition of the grievance by the Board Committee, or if no decision has been rendered within twenty (20) days of receipt of such request, the employee may, within five (5) days request, in writing that the grievance be submitted to arbitration.

Within ten (10) days after such writing notice of submission to arbitration, the Board and the employee 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 event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of this article. The arbitrator's decision shall be in writing and shall be submitted to the Board and the employee, and shall be advisory only.

The cost 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 employee. Any other expenses incurred shall be paid by the party incurring the same.

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.

All meetings and hearings under this procedure shall be conducted in executive session at a public meeting and shall include such parties in interest and their designated or selected representatives. At any and all hearings and during any and all of the steps hereinabove outlined, the employee shall have the right to be represented by a person or persons of their own choosing.

## **Article VII Required Meetings**

Whenever an employee is required to appear before the Board or any member or committee thereof or before any administrator or supervisor, or the representative or duly authorized agent of any of them concerning any matter which could or might adversely affect the continuation of the employee in their office, position or employment, or the salary or any increments pertaining thereto such employee shall be given written notice not less than three (3) school days before the time of the proposed appearance of the reasons for such meeting or interview and the employee shall be entitled to have a person or persons of their own choice present at such meeting or interview to represent and advise them.

In the event that the Board determines not to renew the contract of a non-tenured employee, the employee may, within ten (10) days of notification of such determination, request from the Board a statement of its reasons for non-renewal of their contract. The board shall, within ten (10) days after its receipt of such request, notify the employee, in writing, of its reasons for non-renewal.

Such non-tenured employee may, within five (5) days after the receipt by them of the Board's reasons for non-renewal, request an informal appearance before the Board to discuss the matter. The date for such informal appearance shall be fixed by the Board as soon as is reasonably possible thereafter. Within fifteen (15) days following this informal appearance, the Board shall notify the employee whether or not it has reconsidered its decision not to renew the contract. The Board's refusal to renew the contract shall not be considered a grievance, nor subject to the grievance procedure of this agreement.

## **Article VIII Work Schedule**

Cafeteria workers shall work ten months each year, beginning September 1 and ending June 30. They shall follow the school calendar as approved by the Board of Education. The work year of the cafeteria workers shall be a minimum of 189 days.

Annual salary to be determined by following calculation:

Number of hours per day, times hourly rate, times total days including holidays.

Based on annual salary 20 equal payments will be made on the ten month salary schedule.

The hours of each cafeteria worker will be set by the cafeteria director. Hours shall not be unilaterally reduced by the Board of Education after the beginning of the school year.

Hours in excess of 40 hours per week or 8 hours per day shall be paid at 1.5 times the hourly rate.

Evening and weekend work assignments will be set by the Cafeteria Director.

## **Article IX**

**Salary Schedule**

<u>Step</u>	<u>2004-05 Hourly Rate</u>	<u>2005-2006 Hourly Rate</u>	<u>2006-2007 Hourly Rate</u>
<b>1</b>	\$9.00	\$9.00	\$9.00
<b>2</b>	\$10.00	\$10.00	\$10.00
<b>3</b>	\$11.00	\$11.00	\$11.00
<b>4</b>	\$11.68	\$12.00	\$12.00
<b>5</b>	\$12.24	\$12.75	\$13.00
<b>6</b>	\$13.52	\$13.75	\$14.00
<b>7</b>	\$14.22	\$14.75	\$15.00
<b>8</b>	\$15.53	\$15.75	\$16.00
<b>9</b>	\$16.80	\$17.22	\$17.65

Longevity shall be paid as follows:

After Continuous Service

<u>Years</u>	<u>2004-05</u>	<u>2005-2006</u>	<u>2006-2007</u>
<b>10</b>	\$250.00	\$300.00	\$300.00
<b>15</b>	\$500.00	\$550.00	\$550.00
<b>20</b>	\$750.00	\$800.00	\$800.00

**Article X  
Miscellaneous Provisions**

1. Cafeteria workers shall receive seven paid holidays.
2. Holiday pay shall be part of the annual work year of 189 days.
3. Cafeteria workers will receive a clothing allowance as follows:

2004 -05	\$210.00
2005 -06	\$230.00
2006 - 07	\$250.00

4. The Cafeteria workers may purchase whatever they need: shirts, slacks, shoes, etc. as long as they are appropriately dressed in uniform.

**Article XI**  
**Duration of Agreement**

This agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007. The within provisions shall continue in full force notwithstanding the termination of the within agreement, and until a new agreement is substituted for the within agreement.

In witness whereof, the employee has caused this agreement to be signed by then and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon all on the day and year first above written.

The Lakeland Regional High School  
Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

The Lakeland Cafeteria Representatives:

\_\_\_\_\_  
Cafeteria Workers

\_\_\_\_\_  
Cafeteria Workers