

AGREEMENT

Between:

TEANECK BOARD OF EDUCATION

and

LOCAL 97, CAFETERIA EMPLOYEES

September 1, 1974 - June 30, 1975

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PREAMBLE

This Agreement entered into this       day of               , 1974,  
by and between the TEANECK BOARD OF EDUCATION, (hereinafter referred  
to as the "Board") and LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAM-  
STERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, (hereinafter  
referred to as the "Union"), represents the complete and final under-  
standing on all bargainable issues between the Board and the Union.

ARTICLE I

RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the terms and conditions of employment, within the purview of Chapter 303 of the Laws of 1968 for non-certificated employees regularly employed by the Board as food service personnel. The Director of Food Services and the Food Service Managers shall not be included in the bargaining unit.

ARTICLE II

GRIEVANCE PROCEDURE

A.        The term "grievance" as used herein means any contro-  
versy arising over the interpretation or adherence to the terms and

conditions of this Agreement and may be raised by an individual, the Union or the Board.

B. The term "grievance" and the procedure established for the processing of a "grievance" shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this agreement;
2. In matters of initial salary guide and salary step determinations and assignments;
3. In matters of temporary job transfers of assignments;
4. In matters of selection for promotion as it pertains to seniority;
5. In matters where the Board or its representatives are without authority to act;
6. In matters involving probationary employees, including dismissal.

C. PROCEDURE

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his appeal. Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate at any step in the grievance procedure.
2. An employee shall not lose pay for time spent during his regular working hours at the following steps of the

grievance procedure.

3. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

5. The time limits specified in section D may be adjusted by mutual consent of the parties.

6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. STEPS

1. An employee having a grievance shall present it to his/her Manager within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

(a) the nature of the grievance;

(b) the results of the discussion with the Manager;

(c) the basis of his/her dissatisfaction with the determination; signed by the employee and presented to the Director of Food Services, with a copy to the Manager, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.

3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal, in writing, within three (3) days thereafter, to the School Business Administrator/Board Secretary with copies to the Director of Food Services and the Manager. An answer will be submitted within five (5) days after a hearing involving all parties.

4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Board of Education, with copies to the School Business Administrator/Board Secretary, Director of Food Services and the Manager. An answer will be submitted within twenty (20) calendar days after a hearing involving all parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days as follows:

(a) In grievance matters covered under N. J. Statutes 18A, or interpretations or adjudications thereof, the

appeal must be made to the New Jersey Commissioner of Education.

(b) In grievance matters not covered under (a) preceding, the appeal shall be in the form of a request for advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association.

(1) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance.

(2) In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

(c) The cost for the services of the arbitrator shall be borne equally between the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6. In the event of an order, ruling or determination by a part other than the immediate Manager, any grievance would start with the person making such order, ruling or determination, to wit:

1. Director of Food Services
2. School Business Administrator/Board Secretary
3. Board of Education

### ARTICLE III

### MANAGEMENT AND BOARD RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matter of policy and retains the right, subject only to the limitation imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative



decisions, or by appropriate courts of competent jurisdiction.

6. Nothing in the above shall limit the Union directly or indirectly in its duty to fairly represent the membership of the Union and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

#### ARTICLE IV

##### UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Union, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article II, if it is felt any such directive or policy is in conflict with the express terms of the Agreement.

#### ARTICLE V

##### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term

of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Union member or other individuals covered by this contract shall entitle the Board to terminate the employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages, or both, in the event of such breach by the Union or its members.

## ARTICLE VI

### PROBATION

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended at the sole discretion of the

Board for a period not to exceed an additional ninety (90) days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

#### ARTICLE VII

##### JOB OPENINGS, TRANSFERS & PROMOTIONS

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the Cafeteria Kitchen bulletin boards.

2. Interested employees must notify the specified individual within three (3) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority.

The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies

with the best qualified personnel.

D. The Director of Food Services shall have the right to assign any personnel to fill any position or perform any work task on a temporary or permanent basis.

E. The Director of Food Services shall have the right to make any change in job schedules or work routines as he/she may determine necessary for the best functioning of the Department.

#### ARTICLE VIII

#### SALARY REGULATIONS

A. Placement at the proper salary level will be determined at the time of employment.

B. In determining such salary level, the Director of Food Services may grant credit for similar work experience outside the school system.

C. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The School Business Administrator/Board Secretary shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance

Procedure.

D. Employment and reemployment of Food Service personnel shall be on the basis of one (1) year or less.

E. Employees working in a higher classification for a full scheduled day will be paid at the appropriate rate of pay for that classification.

F. Salary Schedule - See Schedule A.

#### ARTICLE IX

##### OVERTIME

A. Overtime work is an inherent part of the Food Service operation and, as such, may be required of all Food Service personnel.

B. Overtime work is any work performed on a day and/or at a time during which the employee is not regularly scheduled to work.

C. Overtime shall be compensated at the rate of one and one-half times the normal hourly rate.

D. No overtime work may be performed or compensated for unless it has been authorized and approved by the Director or Manager.

#### ARTICLE X

##### WORK WEEK, WORK YEAR & HOLIDAYS

The work week, year and holiday schedule for Food Service personnel shall be the same as that for other ten-month non-certifi-

cated personnel. To wit, the work year shall begin on September 1 and end on June 30.

ARTICLE XI

SICK LEAVE

A. Sick leave shall be granted to employees under the provisions of N.J.S.A. 18A:30-1, 18A:30-2, 18A:30-2.1, 18A:30-3 and 18A:30-4 and as modified by the terms of this contract Article as hereinafter indicated.

B. 1. No doctor's certificate shall normally be required in the event of an absence claimed to be due to personal, family or other medical reasons unless in the opinion of the School Business Administrator/Board Secretary or his designee an abuse of a legitimate purpose for the absence may be taking or has taken place. In such case a doctor's certificate may be required of the individual for the period of the absence in question and/or future similar absences in order to receive salary for the period of such absence.

2. The doctor's certificate, when required, shall state:

- a. The patient's name.
- b. Inclusive dates of absence from work.
- c. The medical reasons necessitating the absence, and
- d. That the employee did not come to work at the specific direction of the attending physician.

C. All personnel shall be entitled to ten (10) personal sick days per school year. Unused sick leave days shall be cumulative.

D. 1. In the event of a prolonged continuous absence due to personal illness (excluding Workmen's Compensation situations), an employee, after using all current and accumulated sick leave days, will have available additional sick leave days equal in number to one half (1/2) of the accumulated sick leave days credited to the employee at the beginning of the school year period.

2. In the case of an individual involved in unusual circumstances, the Union may request additional sick leave time for the individual period. The denial of such request by the Board is not a grievable matter.

E. When requested, the Union will assist in investigating any alleged abuses of sick leave time.

## ARTICLE XII

### INSURANCE BENEFITS

A. The Board will provide hospital, surgical and Major Medical coverage in accordance with the terms and conditions of offering and providing such coverage as may be determined by the Board's designated insurance carriers, for employees requesting such coverage, at no cost to the employee. For those employees electing to secure coverage for their dependents, in accordance with the terms

and conditions for providing such coverage as may be determined by the Board's designated insurance carriers, the Board will pay for the cost of such coverage, at no cost to the employee.

The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage. Failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

B. The Board will provide dental coverage for employees requesting such coverage, when and if such provision is made for any other group of Board employees, and in like manner with like coverage benefits as may be provided said other group.

C. Nothing in this Article shall limit the right of the Board to change insurance companies, provided the coverage shall be substantially the same.

#### ARTICLE XIII

##### MISCELLANEOUS BENEFITS

A. Car Allowance - Personnel who are authorized to use their private vehicles for Department business will be reimbursed at the prevailing rate of twelve (12¢) cents per mile.

B. Uniforms - Personnel will receive two (2) uniforms. In addition, personnel will receive \$10.00 per year toward the purchase of appropriate shoes.

C. Break Time - Personnel working six (6) or more regularly



scheduled hours per day will be entitled to two (2) ten minute break periods as assigned by the Food Service Manager. Personnel working less than six (6) hours but more than three (3) hours per day shall receive one (1) ten minute break period. Personnel working less than three (3) hours per day shall not be entitled to any breaks.

#### ARTICLE XIV

##### SEPARABILITY AND SAVINGS

A. The Board and the Union recognize the applicability of Presidential or Gubernatorial Executive Orders on prices, rents, wages, and salaries as well as subsequent orders and directives relating to permissible increases in the aforementioned areas. The parties agree to abide fully by the provisions of the aforementioned Presidential or Gubernatorial Executive Orders and other applicable present or future Executive Orders or Legislation and that in the event any or all the salary increases cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

DURATION

This Agreement shall be in full force and effect as of September 1, 1974, and shall remain in effect to and including June 30, 1976. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing no earlier than September 1, 1975, or later than November 1, 1975, of a desire to change, modify or terminate this Agreement.

BOARD OF EDUCATION

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President

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Secretary

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Date

TEAMSTERS UNION

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Representative

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Representative

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Date

SCHEDULE A

Salary Schedules 1974-75

Schedule #1 - Cooks (40 hours work week)

1st year	-	\$3.00 hourly
2nd year	-	\$3.15 hourly
3rd year	-	\$3.30 hourly
4th year	-	\$3.45 hourly
5th year	-	\$3.60 hourly

Schedule #2 - Assistant Cooks and Cashiers  
Stock Clerks, Potwashers  
and Dishwashers

1st year	-	\$2.40 hourly
2nd year	-	\$2.50 hourly
3rd year	-	\$2.60 hourly
4th year	-	\$2.70 hourly
5th year	-	\$2.80 hourly

Schedule #3 - Food Preparation, Counter and Elementary  
School Lunch Workers

1st year	-	\$2.25 hourly
2nd year	-	\$2.35 hourly
3rd year	-	\$2.45 hourly
4th year	-	\$2.55 hourly
5th year	-	\$2.65 hourly

SCHOOL LUNCH ATTENDANTS - \$6.00 per day for one and one-half  
(1 1/2 hours of work - \$30.00 weekly.)

SCHEDULE B

Salary Schedules 1975-76

Schedule #1 - Cooks (40 hours work week)

1st year	-	\$3.25 hourly
2nd year	-	\$3.40 hourly
3rd year	-	\$3.55 hourly
4th year	-	\$3.70 hourly
5th year	-	\$3.85 hourly

Schedule #2 - Assistant Cooks and Cashiers  
Food Preparation, Counter and Elementary  
School Lunch Workers  
Stock Clerks, Potwashers and Dishwashers

1st year	-	\$2.60 hourly
2nd year	-	\$2.70 hourly
3rd year	-	\$2.80 hourly
4th year	-	\$2.90 hourly
5th year	-	\$3.00 hourly

SCHOOL LUNCH ATTENDANTS - \$6.30 per day for one and one-half  
(1 1/2) hours of work - \$31.50 weekly.