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AGREEMENT

BETWEEN THE

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 56, ~~AF~~ AFL-CIO

AFFILIATION WITH THE UNITED FOOD AND COMMERCIAL

WORKERS AFL-CIO

(Cafeteria Workers)

AND THE

PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION

(EMPLOYER)

FOR THE

1981-84 SCHOOL YEARS

Agreement as of 1.1981 - August 31, 1984

AGREEMENT

THIS AGREEMENT, made by and between PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION, located at Penns Grove, Salem County, New Jersey, hereinafter referred to as the "Board", and United Food and Commercial Workers Union, Local 56, affiliated with the United Food and Commercial Workers, AFL-CIO, hereinafter referred to as the "Union", acting upon behalf of itself and its members, who are hereinafter referred to as "Employees":

Wherein it is mutually agreed as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for its employees engaged in the operation of its cafeterias in the Penns Grove-Carneys Point Regional School District exclusive of the Food Service Director and Clerk.

ARTICLE II

PAYROLL DEDUCTIONS

The Board agrees to deduct from the pay checks of its Employees dues for the United Food and Commercial Workers Union, Local 56, affiliated with the United Food and Commercial Workers, AFL-CIO, as said employees individually and voluntarily authorize the Board to deduct. Said monies, together with any records of corrections, shall be submitted to the Treasurer of the Union by the 15th of each month following the month in which deductions were made.

The Union shall certify to the Board, in writing, the current rate of its membership dues.

ARTICLE III

HOURS OF WORK AND HOLIDAYS

a. The regular work week for cafeteria employees shall be Monday thru Friday. Hours of work shall be determined by the needs of the lunch program of the District. Hours worked prior to 7:00 a.m. or after 3:30 p.m. shall be considered overtime.

b. The Board further agrees that a permanent job shall not be taken by a substitute employee if a permanent employee is available and qualified for the job.

c. All permanent employees shall take preference over substitute employees in regard to condition of employment.

d. Thanksgiving and Christmas Days shall be paid holidays. Holiday pay shall be computed by multiplying the employees straight-time hourly rate by the number of hours that they are normally scheduled.

To be eligible for holiday pay, an employee must be a member of the regular work force and have worked the last scheduled day before the holiday and the first scheduled day after the holiday.

ARTICLE IV

LAY-OFFS & TRANSFERS

If it is necessary to reduce the number of staff members, the last qualified person hired shall be the first person to be laid off. In rehiring, the last qualified person laid off shall be the first qualified person to return to work.

No new employees shall be hired until all permanent employees laid off and qualified for the vacancy shall have been given an opportunity to return.

The Board retains the right to hire, promote, transfer and/or lay-off on the basis of the needs of the school district. The Board agrees to make promotions, transfers and lay-offs on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail. The Board reserves the right to determine the qualifications of its employees.

In the case of temporary transfers from one job to another, employees transferred to a higher position shall receive the wages regularly paid by the Board for such work if for a full day. Employees permanently transferred to a lower position shall receive wages regularly paid by the Board for such work after five (5) consecutive days.

ARTICLE V

SENIORITY

Any employee leaving his employment because of injury or ill health shall maintain his seniority for a period up to one (1) year during such disability. Seniority shall terminate upon justifiable discharge, voluntary quitting or willful failure to report to work after five (5) days' notice, in writing, to the employee at his last known address on the Board's records.

Banquets and other dinners will be rotated among all of the employees according to seniority. A list shall be prepared setting forth the seniority of the individual employees and at the first such banquet or dinner, the names will be taken from the top of the list. At the next affair, the next persons in line will be picked up from where the others left off and so on down until the list is exhausted. At such time, return to the top of the list. For clarification, it is understood that work at banquets and dinners

shall be offered by seniority to employees qualified to utilize cafeteria equipment.

Regular overtime will be rotated on a seniority basis within a building. Overtime shall be posted.

When a full time employee is not on the job, a part time employee, if available, shall be used prior to calling a substitute employee.

ARTICLE VI

DIVISION OF WORK

In the event that personnel needs diminish, there shall be a pro-rated reduction of work hours among all employees. However, when the work load is reduced to the degree that employees in general are given a work load of less than three (3) hours per day. lay-offs will be made.

ARTICLE VII

PHYSICAL QUALIFICATIONS

Every employee shall be physically qualified to perform the duties required of him in his job. At the request of the Board and at its expense. its employees shall from time to time. as required by the Board. submit to a physical examination by the District Physician or Medical Inspector and if it is determined that any such employee is not physically qualified to perform his work, then and in such event, he may, at the Board's option, be relieved of his duties.

In the event of illness, a certificate from the doctor shall be adequate upon its being submitted to the building manager.

In the event of an emergency illness, the building manager shall determine whether or not an employee shall be permitted to leave.

ARTICLE VIII

LUNCH AND REST PERIODS

All employees working more than four hours per day will be entitled to a 30 minute lunch period at the conclusion of the regular serving time. Employees who are employed more than five hours shall be entitled to a 15 minute rest period at a time to be scheduled by the cafeteria manager before the serving period.

ARTICLE IX

WASH ROOMS AND LUNCH AREAS

The Board agrees to designate a suitable place for employees to have lunch and provide toilet facilities on the premises.

ARTICLE X

UNION INSPECTION

The Board agrees that the time records of all employees covered by this Agreement may be inspected by an officer of the Union at the School District Office during regular office hours.

A duly accredited representative of the Union shall have the right during working hours to visit the cafeteria where the members of the Union are employed, provided he is accompanied by a school administrator or his or her designated representative and in no way interferes with the cafeteria operation.

ARTICLE XI

POSTING NOTICES

The Board agrees to permit the Union to post such notices as it may desire concerning Union business on the various bulletin boards established by the Board in the work area. The Board will post promotional vacancies on bulletin boards and allow employees three (3) days to make application.

ARTICLE XII

GRIEVANCES

A. Definitions

1. A "grievance" is a claim by an employee based upon the interpretation, application, or violation of this agreement. All grievances based upon the interpretation of this agreement shall be processed in accordance with this procedure.

2. An aggrieved person is a person or persons making the claim.

3. A grievance to be considered under this procedure must be initiated within 30 calendar days of its occurrence and be signed by all parties in interest at the initial or beginning level.

B. 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. If a grievance is not processed within proper time limits by the grievant Union, the grievance is automatically denied and dropped.

2. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 shall be deemed to be acceptance of the decision rendered at that step.

(b) 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.

3. (a) Any employee who has a grievance shall report it to the Shop Steward who shall discuss it with the Building Cafeteria Manager in an attempt to resolve the matter informally.

(b) If the matter cannot be settled to the satisfaction of the aggrieved employee within a five (5) day period, the matter shall then be turned over to the Business Agent of the Union and the Food Service Director.

(c) If the matter cannot be settled at this level to the satisfaction of the aggrieved person within seven (7) days, the matter will then be referred to the Superintendent of Schools by the Union Business Agent. The Superintendent of Schools shall render his decision within ten (10) days of the receipt of the grievance.

(d) If the aggrieved employee is not satisfied with the position of the Superintendent of Schools, the employee, within seven (7) days after receipt of said decision, may request that the matter be referred to the Board of Education by the Union Business Agent. The Board of Education shall render their decision within fifteen (15) days of the receipt of the grievance.

(e) If the aggrieved employee is not satisfied with the position of the Board of Education, the employee, within seven (7) days after receipt of said decision, may request the Union to initiate arbitration.

(f) The Board of Arbitration shall be comprised of two representatives selected by the Board and two representatives selected by the Union. Such selections are to be completed within a period of seven (7) days from the date of said written request for arbitration. The Arbitration Board shall select an arbitrator from a list to be requested from the American Arbitration Association.

(g) The arbitrator so selected shall confer with the representatives of the Board and Union and shall hold hearings promptly and shall issue his decision not later than ten (10) days from the close of the hearings. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the Arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

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 Union. Any other expenses incurred shall be paid by the party incurring the same.

4. Rights of Employees to Representation

(a) 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 Union.

(b) The Shop Steward may be present at all grievance meetings.

ARTICLE XIII
DISMISSALS AND LAY-OFFS

Except for causes hereinafter set out as causes for immediate dismissal, the Union shall be notified of all proposed dismissals or discharges, which involve any of the permanent employees, which said notice shall be given at least three (3) days prior to the proposed dismissal or discharge. The said notice is for the purpose of permitting an investigation of the reason for dismissal or discharge by the Union.

In connection with a lay-off, the Board shall notify all employees who work in the cafeteria five (5) working days before the proposed lay-off, whether it is a holiday or otherwise, unless the lay-off is due to causes beyond the control of the Board of Education.

The following shall be causes for immediate dismissal: sabotage; gross insubordination; use of an alcoholic beverage or intoxicant of any type while on duty; smoking in prohibited areas; theft; bringing intoxicating liquors or illegal drugs on the premises; profanity in presence of students; or refusal to serve students.

ARTICLE XIV
SALARIES

The wages of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part thereof.

Checks for said wages will be delivered in sealed envelopes.

ARTICLE XV

INSURANCE PROTECTION

The Board, if requested, agrees to pay the cost of Blue Cross/Blue Shield and Major Medical for cafeteria employees who work more than four (4) hours per day on a regular basis. Other employees may join the group at their own expense.

The Board shall provide family prescription coverage (commonly termed \$1.00 co-pay) to each employee eligible and choosing.

ARTICLE XVI

PENSION PLAN

All cafeteria employees whose annual wages total \$500.00 or more shall join the Public Employees Pension Fund of the State of New Jersey which is a contributory fund.

ARTICLE XVII

DEATH IN FAMILY

Cafeteria employees shall be entitled to four (4) consecutive calendar days leave beginning with the day following the death in the case of his or her immediate family. All normal working days in said leave will be with pay at the regular hourly rate and number of hours normally assigned to the bereaved. Immediate family includes husband or wife, mother, mother-in-law, father, father-in-law, grandparents, brother, sister, children. In addition, a one day leave will be granted for attendance at the funeral of brother-in-law or sister-in-law if such funeral falls on a regular work day.

ARTICLE XVIII
DISCRIMINATION

There shall be no discrimination by the Employer against any of its employees because of Union activity, nor shall there be any discrimination against any employee because of race, color, creed, sex, age or nationality in the placement and retention of employment, or in the hours, wages and working conditions of the employee.

ARTICLE XIX
SICK LEAVE AND PERSONAL LEAVE

A. All employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. All employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.

C. In addition all employees shall be entitled to two (2) personal days. However, before an employee is granted a personal day a five (5) day notice must be given to the Food Service Director and day requested must be approved by the Food Service Director. No more than two (2) employees will be granted the same day off as a personal day. The last scheduled day before or the first scheduled after a holiday will not be granted as a personal day.

D. Personal days will not be accumulative and personal days not taken will be lost.

E. A Doctor's certificate is required after three (3) days of illness.

ARTICLE XX

REPRESENTATION FEES OF NON-MEMBERS

The Union shall submit to the Board Secretary's Office a list of names of members covered by this Agreement who are not current dues paying members. The School District in compliance with State Law and this Agreement, will deduct from such members' pay a representation fee equaled to eighty-five percent (85%) of the amount set for association members. (This amount will be determined by the Union's Treasurer, and is to be paid by payroll deduction.)

It is understood by parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of action arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Union the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union shall indemnify and save the Board and Administration harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice or assignment furnished under this Article.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall take effect on the 1st day of September, 1981 and shall remain in full force and effect until the 31st day of August 1984. Thereafter, the Agreement shall continue from year to year unless, and until, terminated by written notice given by either party to the other party at least sixty (60) days prior to the original expiration date or any subsequent period.

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, this 22nd day of September 1981.

PENNS GROVE-CARNEYS POINT REGIONAL
BOARD OF EDUCATION

By: *R. Chatterton*

President

Attest:

Robert L. Hayes
Robert L. Hayes, Secretary

UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 56, IN AFFILIATION WITH
THE UNITED FOOD AND COMMERCIAL WORKERS
AFL-CIO

Carlene Coulter
Maria De Pietro
Katherine Baker

**SCHEDULE A
HOURLY RATES**

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1. Assistant Van Driver, Dish Room, Cashier	4.47	5.03	5.66
2. Prep Girls, Assistant Baker	4.85	5.41	6.04
3. Assistant Cooks, Head Prep Girl, Head Baker	4.93	5.49	6.12
4. Van Driver	5.21	5.77	6.40
5. Head Cook, Manager	5.35	5.91	6.54
6. Head Manager	5.63	6.19	6.82