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NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD CAFETERIA WORKERS ASSOCIATION

CONTRACT

1985 - 1986

1986 - 1987

X July 1, 1985 - June 30, 1986

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ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Cafeteria Workers Association, hereinafter referred to as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Cafeteria personnel employed by the Board of Education, hereinafter referred to as the Board.

## ARTICLE 11 - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 123, Public Laws 1974, on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than December 1 of the calendar year preceding the calendar year in which this agreement expires or not later than four (4) weeks prior to the date of the first meeting of the parties for negotiations whichever shall be sooner. The Board shall submit their proposals within three (3) weeks of the receipt of the Association's proposal. Any final agreement so negotiated shall apply to all members of the appropriate unit, as set forth in ARTICLE 1, be reduced to writing, and be signed by the board and the Association.
- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A of this ARTICLE.
- C. It is understood that both the Board and the Association must approve the final agreement between the parties before that agreement becomes final and binding upon the respective parties.
- D. 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:

A grievance shall mean that employees or representative of employees may appeal the interpretation, application or alleged violation of this agreement, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

### B. Procedure:

The Grievance Procedure shall consist of four (4) Levels.

#### 1. Level One:

The employee with a grievance shall first discuss it with the Cafeteria Manager, with the objective of resolving the matter informally.

#### 2. Level Two:

If, within 90 days (90 school days thereafter), a problem remains unresolved, the grievant shall set forth his grievance in writing to the Cafeteria Manager stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for redress.
- c. Circumstances of the case, including pertinent records.

The Cafeteria Manager shall acknowledge receipt in writing to the grievant in writing, within 10 school days of receipt of the written complaint.

## Grievance Procedure

### 3. Level Three:

The grievant may appeal the Cafeteria Manager's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

### 4. Level Four:

If the grievance is not resolved to the grievant's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant with a copy to the Association, within fifteen (15) school days.

### 5. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next

## Grievance Procedure

step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interferences, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by employees, including the grievant, the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, will continue to be followed until such grievance is properly determined.
- D. 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, providing the adjustment is not in conflict with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by himself or herself or by choosing, or by the Administration's Representative, when an employee is not represented by the Association, the Association shall have the right to be represented at all stages of the grievance procedure and shall stand by law.
- F. In case of a grievance affecting a group or class of

#### Grievance Procedure

employees, the person or persons involved may submit such grievance to their Cafeteria Manager and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.

- G. Meetings and hearings under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.



**ARTICLE IV - MANAGEMENT prerogatives**

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.

B. As listed in Title 18A:11-17 New Jersey Statutes Annotated 1962, the Board shall:

1. Make, amend and repeal rules, not inconsistent with this State or with the rules of the State Board, for its own government and as a sanction of its business and of its government and management of the public schools and public school property of the district and for the employment, regulation of the conduct and discharge of its or its employees, where applicable, to the provisions of Title 17, Civil Service, of the Revised Statutes and

2. Perform all acts and do all things not inconsistent with law and the rules of the State Board necessary for the care and proper conduct, maintenance and the financing of the public schools of the district.

**ARTICLE 12 - WORK SCHEDULE**

- A. All employees covered by this Agreement shall work and be paid on a contracted salary basis.
- B. All Cafeteria personnel shall work 170 days each school year during school sessions. The actual schedule will be determined and disseminated annually by the Cafeteria Manager.
- C. The hours of work for all employees covered by this agreement shall be determined and established annually by the Business Administrator in consultation with the Cafeteria Manager and the District Principal.
- D. In the event it is necessary for any employee to work on the days not established by the school calendar and still have worked less than forty (40) hours in a week, the employee shall be compensated at the rate of 1/200 of his annual salary for each compensatory time off.
- E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.
- F. Individual personnel may be scheduled by the Business Administrator and/or Cafeteria Manager in order to meet the needs of the school system.

ARTICLE VI - SALARY GUIDE PROVISIONS

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A and SCHEDULE A.1 attached hereto and made part thereof.
- B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31st of any year shall be eligible for a full increment. All personnel employed February 1st or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the Salary Guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the Unifair Administrator.
- F. Employees are to be paid on a monthly full pay basis.
- G. When a pay day falls on a day when a school is closed, either on week end or employees day, the pay shall be paid on the first business day following.
- H. The right to a shift rotation shall be determined by the Board and (Unifair) Administrator.

**ARTICLE VII - HEALTH CARE INSURANCE BENEFIT**

The Board shall provide health care insurance protection designated below, paying the full premium for each employee's individual coverage or full family coverage, if applicable.

1. A. Provisions of the health care insurance program shall be detailed in master policies and contracts arranged for by the Board and shall include:

1. Hospital room and board and miscellaneous costs.
2. Out-patient benefits.
3. Laboratory fees, diagnostic expenses and therapy treatments.
4. Maternity costs, Surgical costs and Major Medical Coverage.

B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing sixty (60) days from date of employment, provided the carriers contract provisions allow.

C. When necessary, payment of the premiums in behalf of the employee shall be made notwithstanding non-participation to assure uninterrupted participation and coverage.

D. The Board shall provide to each employee a description of the health care insurance coverage as provided by the carriers, no later than the beginning of the school year. It shall also advise individual employees of conditions that may be covered by the carriers. It shall also provide information regarding the process for filing a claim with the carriers.

## Health Care Insurance Protection

### II Dental Insurance

- A. The Board will make available a Dental Insurance plan package. The coverage will be detailed in the carrier's master policy and contract arranged for by the Board.
- B. Details of the plan will be made available to all participating employees. The insurance carrier's brochure will be issued to all employees in order to provide details of the coverage.

### III Prescription Drug Plan

- A. The Board will make available a Prescription Drug Plan. The coverage will be detailed in the carrier's master policy and contract arranged for by the Board.
- B. Details of the plan will be made available to all participating employees. The insurance carrier's brochure will be issued to all employees in order to provide details of the coverage.

### Cost of Health and Dental Insurance

Any increase in the cost of premiums above the 1986-87 costs per individual in the bargaining unit shall be negotiated by the two parties to this contract. The economic impact of any additional costs for these insurance plans will be determined by the negotiation process.

ARTICLE VIII - SICK LEAVE

- A. All twelve month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year pursuant to NJSA 18A:30-2. All ten month employees employed by the Board shall be entitled to ten (10) sick leave days each school year pursuant to NJSA 18A:30-2. When an employee works less than a full contractual year, the number of sick days will be prorated accordingly. Unused sick leave days shall be accumulated from year to year, with an maximum limit. For accumulation purposes the Board will consider full-time employees earn one sick day for each month worked.
- B. Non-accumulative additional sick leave benefits may be allowed in exceptional cases upon application to and approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and non-accumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of 1/242 of annual salary for twelve month employees and 1/2210 of annual salary for ten month employees.
- D. All employees employed by the Board shall be entitled to receive payment for their accumulated sick leave upon their termination. The Board shall pay the employee for the accumulated sick leave for the year of termination and for the year of termination of the employee's contract. The employee shall be notified in writing of the accumulated sick leave for the year of termination and for the year of termination of the employee's contract. The Board shall pay the employee for the accumulated sick leave for the year of termination and for the year of termination of the employee's contract. The Board shall pay the employee for the accumulated sick leave for the year of termination and for the year of termination of the employee's contract.

#### Sick Leave

- E. The amount of the sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954.
- F. The sick leave benefit for 1985-86 shall be computed by multiplying the first 75 days of accumulated sick leave by \$7.00 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by \$11.00 per sick day. The total sick leave benefit payable shall not exceed \$2,000.00 per individual.
- G. The sick leave benefit for 1986-87 shall be computed by multiplying the first 75 days of accumulated sick leave by \$7.00 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by \$11.00 per sick day. The total sick leave benefit payable shall not exceed \$2,500.00 per individual.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary leave of absence as follows:

1. Death in the Immediate Family

Leave of absence without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, sister, brother, grandparents) shall be granted for five (5) consecutive calendar days, one of which is the day of death or the day of burial inclusive.

2. Death of Other Relatives

In case of the death of any relative not listed in Sub 1. above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with a staff member's employment or in any other legal proceeding that the staff member is required by law to attend, shall be granted without loss of pay.

4. PERSONAL LEAVE

(a) Non-accumulative personal leave up to two (2) days total per school year without loss of pay under the circumstances noted below in subsection 4 b and c.

(b) Leave for illness of the immediate family shall be granted by the Business Administrator within the aforementioned two (2) day limitation.

(c) Requests for personal leave for personal business (within the aforementioned two (2) day limitation)



## Temporary Leave of Absence

will be granted by the Business Administrator provided all of the provisions below are met:

- (1) All applications for leave under this section shall, except in cases of emergency, be made at least (5) five school days prior to the requested leave.
- (2) The employee making application for leave under this section must indicate under which reason the leave is being requested.
- (3) The form requesting such leave shall contain a list of possible reasons for which leave may be taken as follows:
  - a. Religious ceremony involving child or grandchild.
  - b. Marriage of a member of employee's immediate family.
  - c. Graduation of a member of the employee's immediate family.
  - d. House closing.
  - e. Religious holiday.
  - f. Birth of a child to a spouse or to a child of employee.
  - g. Dissatisfisive examination for a degree.
  - h. Visitation of a college to which an employee or child of the spouse is contemplating attendance.
  - i. Emergencies, such as fire, flood or robbery at home.
  - j. Death other than immediate family member for which a substitute member of the family would be available upon the approval of the administrator of the business.
  - k. The Business Administrator, at his or her discretion, may grant a more detailed and appropriate justification of the reasons for the requested leave.

2. Leaves shall be subject to medical certification as required by the Board of Education.

3. Leaves shall be subject to the following conditions:

a. They shall be in addition to any other leave to which the employee is entitled.

## Temporary Leave of Absence

the staff member is entitled.

2. No leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Business Administrator.
3. Except in emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Cafeteria Manager and the Business Administrator, the request shall be filed in the Business Administrator's office. If an emergency situation arises, the employee will submit, in writing, following the above procedure, a form covering his absence from work when he returns to work.
4. Leave under this provision shall not be cumulative.

## C. Jury Duty

1. A regular employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Board his daily rate of pay. The employee agrees to turn over the jury duty check to the Board.
  - a. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
  - b. The employee must not have voluntarily sought jury service.
  - c. The employee must submit adequate proof of the time served on the jury duty.

## Temporary Leave of Absence

2. If, on any given day an employee is attending jury duty, and he or she is released by the Court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE X - VACATION POLICY

- A. All full time twelve-month employees with five (5) or less years of service as of July 1st each year shall be entitled to ten (10) working days vacation per year. Vacation shall be earned at the rate of one (1) day per month by all twelve month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six months of employment with the New Milford School System.
- B. All full time twelve-month employees with more than five (5) years of service as of July 1st each year, having started between June 15th and September 5th, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one-half (1 1/2) days per month by all twelve-month personnel with six (6) or more years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.
- C. Tenure shall not be a condition of employment.
- D. All requests for vacation shall be made in accordance with the policy of the Superintendent of Schools, and shall be approved by the Superintendent of Schools. All requests for vacation shall be made in accordance with the policy of the Superintendent of Schools, and shall be approved by the Superintendent of Schools.
- E. All requests for vacation shall be made in accordance with the policy of the Superintendent of Schools, and shall be approved by the Superintendent of Schools.
- F. All requests for vacation shall be made in accordance with the policy of the Superintendent of Schools, and shall be approved by the Superintendent of Schools.

## Vacation Policy

or alteration, dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

- G. Vacation is to be taken in the fiscal year following the fiscal year it is earned - as the needs of the school permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused.
- H. Vacation days should not accumulate from year to year. The Business Administrator may permit an accumulation of no more than two days in a year, as request to accumulate days beyond five is subject to Board approval.
- I. In order to clear up all vacation days earned and accumulated prior to the 1986-87 contract, employees will receive payment for these days at the 1985-86 salary rate, payable at the discretion of the Board, but at an equal percentage rate per employee. Following upon an employee's retirement, all prior unexpended vacation days will be paid in full.

ARTICLE XI - MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed, or hereafter employed.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the agreement, either party shall do so in writing at the following addresses:

1. If by the Board, to Board in care of the Secretary of the Board.

2. If by the Association, to the President of the Association at the building to which he is regularly assigned for his employment.

C. Whenever any representative of the Association or any employee is called or scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in pay.

D. Representatives of the Association may be permitted to transport or store material for business or official property of the Association on premises provided that this shall not interfere with the normal operations of the Association. No requests shall be submitted to the Employer for approval without the approval.

E. The Employer shall have the right to search, including the use of a search dog, the Association premises, including assigned parking spaces, for the purpose of detecting and removing any unauthorized materials, including but not limited to, posters, handbills, signs, or leaflets. The Association Administration or its approved agent shall be notified.

Miscellaneous Provisions

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery.
- G. All job openings shall be advertised to the staff two weeks prior to filling the position.
- H. A uniform allowance of \$75.00 per person per annum shall be provided. The Board shall reimburse each employee for the amount of money they have expended for white uniforms or white socks. The employee must submit their paid bills to the Personnel Manager with a receipt. The individual shall receive more than \$75.00 if any bills are submitted.
- I. In the event of an absence due to illness, the leave or absence shall be paid up to one (1) year as stipulated for the purpose of paying for a sick leave, wife, child or parent of the employee.

ARTICLE XII - ENTIRE PARAGRAPHS PROVIDED

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 503 Public Laws, 1949 and Chapter 175 Public Laws, 1954.



ARTICLE XIII - SEPARABILITY AND SAVINGS

If any provision of the 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 III - RELATIONSHIP OF AGREEMENTS

A. CONTRACTS PRE-1905

The agreements shall be subject to the provisions of the 1905, and shall be subject to the provisions of the 1927 contract in the event of a conflict with the provisions of the 1905. Agreements as provided in Article I of the 1905 contract shall not be rendered null and void by the provisions of the 1927 contract.

The provisions of the 1905 contract shall be subject to the provisions of the 1927 contract in the event of a conflict with the provisions of the 1905 contract.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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SCHEDULE A

CATERIA SALARY GUIDE

1985-86

Step	Middle School	High School
1	3,500.	3,500.
2	3,614.	3,614.
3	3,728.	3,728.
4	3,842.	3,842.
5	3,956.	3,956.
6	4,070.	4,070.
7	4,184.	4,184.
8	4,298.	4,298.
9	4,412.	4,412.
10	4,526.	4,526.

2200 - Longevity in the 13th, 14th and 15th years.

Middle School 120 days of 515 hours per year

High School 120 days of 515 hours per year

Does not include additional personal transportation

All personnel since the 1984-85 school year will receive a 5% increase in salary.

CAFETERIA SALARY GUIDE

1984-87

Step	Middle School	High School
1	3,700.	3,700.
2	3,833.	3,833.
3	3,957.	3,957.
4	4,077.	4,077.
5	4,197.	4,197.
6	4,316.	4,316.
7	4,437.	4,437.
8	4,560.	4,560.
9	4,736.	4,736.
10	4,856.	4,856.

\$300. Longevity in the 13th, 14th and 15th year.

Middle School 120 days at \$15 bonus per day

High School 120 days at \$15 bonus per day

Cooks may receive additional negotiated compensation.

All personnel above the 10 step on the guide in 1980 at that time received an 9.5% increase in guide salary.