

4-3084

07-14

A G R E E M E N T

BETWEEN:

THE BOARD OF EDUCATION OF NEWARK
IN THE COUNTY OF ESSEX

BARTENDERS, COOKS, CAFETERIA, LUNCHEONETTE,
AND SCHOOL EMPLOYEES UNION
LOCAL 131 AFL-CIO

DATED: July 1, 1973

(Cafeteria Workers)

73-74

P R E A M B L E

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, Newark, New Jersey (hereinafter referred to as the "BOARD") seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the Union and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968, known as the "New Jersey Employer- Employee Relations Act," (N.J.S.A. 34:13A-1 et seq.); and

WHEREAS, the Board is subject to the rules and regulations of the Civil Service Commission as set forth in TITLE IX N.J.S.A.; and

WHEREAS, the Board is subject to the provisions of TITLE 18A, N.J.S.A. and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303, or the rules and regulations of the New Jersey Civil Service Commission, or Chapter 18A, and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, pursuant to Chapter 305, Laws of 1968 "PERC" has certified the Union to be the exclusive representative of a majority of the employees herein recognized as the appropriate unit for the purposes of collective bargaining negotiations;

NOW THEREFORE:

This Agreement is made and entered into effective as of the 1st day of July, Nineteen Hundred and Seventy-Three, by and be-

THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX
(hereinafter referred to as the "Board"), and

BARTENDERS, COOKS, CAFETERIA, LUNCHEONETTE, AND SCHOOL
EMPLOYEES UNION, LOCAL NO. 131 AFL-CIO
(hereinafter referred to as the "Union"),

and shall continue to remain in full force and effect until.
June 30, 1976 as follows:

ARTICLE I

RECOGNITION

Section 1. The Board hereby recognizes the Union as the exclusive and sole representative for collective bargaining negotiations concerning salaries, hours and other terms of conditions of employment for all employees of the Board employed under the classification of "cafeterias" including Cooks, Food Service Workers, and School Cashiers, but excluding any individuals any of whose duties include the evaluation of or, disciplining of employees, or whose evaluations or ratings may be instrumental in the hiring or dismissal of employees.

For purposes of this Section the categories of employees included are those listed by the Board as:

Position Code

260	Cooks - Grade I (8hrs. - 10 mos.)
261	Cooks - Grade II (8hrs. - 10 mos.)
262	Cooks - Grade II (7hrs. - 10 mos.)
263	Cooks - Grade II (6hrs. - 10 mos.)
250	F.S.W. - (4hrs. - 10 mos.)
251	F.S.W. - (5hrs. - 10 mos.)
252	F.S.W. - (6hrs. - 10 mos.)
253	F.S.W. - (7hrs. - 10 mos.)
254	F.S.W. - (8hrs. - 10 mos.)

School Cashiers

Section 2. Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

Section 3. The School Board will at its own expense print 1500 copies of this Agreement for all employees of the cafeteria unit. The Union shall distribute these contracts for all employees.

Section 4. Employees shall be permitted to wear their Union buttons while performing their duties.

ARTICLE II

MEMBERSHIP

Section 1. Continuance of Membership

All present employees who are members of the Union on the date of the execution of this Agreement may remain members of the Union. All new employees who are hired as cafeteria employees during the term of this Agreement may become and remain members of the Union. The Board or any of its staff shall in no way or form interfere with or discourage either the solicitation of membership by the Union or the maintenance of membership in the Union by any of its employees in the unit.

Section 2. Dues Deductions

The Board agrees to deduct Union dues or the equivalent payments from the pay of employees who have written authorization to the Board for the deductions and to transmit monthly dues collected to the authorized Union officer designated in writing to the Secretary of the Board by the President and Treasurer of the Union, so long as this authorization is validly in effect and is not revoked by the employee.

Section 3. Non-Discrimination

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union, or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, or marital status. No employee shall be discriminated against or interfered with because of proper Union activities.

ARTICLE III

BULLETIN BOARDS

Subject to prior approval of the Business Manager of the Board, or any of his designees, which approval shall not be unreasonably withheld, the Board shall permit the Union appropriate use of bulletin boards, customarily used to post notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law.

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GRIEVANCE PROCEDURESection 1. General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee with the Board or any agent of the Board with administrative or supervisory authority over members of the Unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement, or any other rules and regulations of the Board, of the Civil Service Commission, or of the New Jersey State Board of Education which may apply to employees.

STEP 1. In the event that any grievance should arise between an employee and his immediate superior or superiors, the individual involved shall present the grievance informally to the shop steward most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2. In the event that there is no shop steward in any school, an authorized steward from another school may be designated the authorized representative of the Union by a letter of authorization signed by the business manager of the Union, to carry out all duties and responsibilities of shop stewards as listed in this Agreement, except that such representatives shall not be permitted to leave the premises of the school in which the steward works during-working hours.

STEP 3. On three (3) days notice to the principal and the manager of food service of the school, the shop steward shall have the right to schedule meetings in the food service area of the building before or after regular duty hours of the employees involved, provided the building is then otherwise open.

STEP 4. If no satisfactory resolution of the informal presentation of the grievance is reached within 5 working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the written grievance and who shall forward copies of his response both to the Union and the Board's Business Manager.

STEP 5. If no satisfactory resolution of a Step 4 grievance is reached within 5 working days, the grievant or the Union may appeal the decision at Step 5 to the Business Manager or his designee, who shall within 5 days, conduct a conference with the grievant to review the grievance. The Business Manager or his designee shall submit a written notice of decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.

STEP 6. If no satisfactory resolution of a Step 5 grievance is reached within 5 working days the grievant or the Union may appeal the grievance to the Board's Grievance Committee which shall, within 8 working days, conduct a conference with the grievant to hear the appealed grievance. The Board's Grievance Committee shall render a written response to the grievant no later than 3 days following the first public meeting of the Board conducted immediately following the hearing of the grievance at Step 6. Copies of the response shall be sent to the Union and the Business Manager.

STEP 7. (A) In the event a grievance shall not have been settled as a result of the above procedures, the employee may have the grievance submitted to binding arbitration by giving notice within 10 working days after the Step 5 decision has been given to the grievant. A written request for arbitration shall be sent to the Board's Grievance Committee requesting such arbitration to be conducted as described below.

(B-1) The Arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

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(B-2) The Arbitration shall be conducted by a tri-partite panel. One member shall be appointed by the Board, and one member shall be appointed by the Union. The third member shall be chosen by mutual agreement of the first two panel members except that any individual so chosen shall be a bona fide resident of New Jersey.

The first two named panel members shall be named within 10 working days after the ratification of the Agreement and shall select the neutral panel member within one calendar week after their selection. If the two cannot agree on the third panel member, the American Arbitration Association shall be called upon to assist in selecting such an individual.

The panel shall sit for the duration of the Agreement. The Chairman of the panel shall be the third neutral member and he shall arrange for dates, meeting places, and the agenda for all arbitration proceedings.

Any costs of the Board named panel member shall be paid for by the Board, and any costs of the Union named panel member shall be paid for by the Union. The costs and expenses of the neutral member shall be shared equally by the Board and the Union.

All decisions of this arbitration panel shall be by majority vote, that is -- by at least two members of the panel.

The services of the third neutral panel member may be discontinued by either the Board or the Union except that such termination shall not effect any grievance upon which a hearing has commenced.

(c) The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this Article. In the performance of its duties it shall be bound by and comply with the provisions of this Agreement. It shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. Its decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted.

(D) The Arbitration panel shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law, or rules and regulations having the force or effect of law. Its decisions shall not usurp the functions or powers of the Board as provided by law.

Section 2. General Provisions

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(A) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself, providing notification of all meetings, steps, and written responses are given to the Union and the Union is given the opportunity to be present at any and all steps of the grievance procedure.

(B) The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.

(C) If the Board fails to meet and/or answer any grievance within the time limits as provided in this Article, such a grievance may be processed to the next step.

(D) And any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to Civil Service Rules and Regulations and the grievance procedures established herein shall not apply to any matter which is cognizable under the Civil Service Statutes, or Civil Service Rules and Regulations. Any employee who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action, at which hearing he may be accompanied by a representative of the Union who shall be permitted to represent him in any such hearing.

ARTICLE V

BUSINESS LEAVE

Section 1. Employees who are members of the Union Negotiating Committee, not to exceed five (5) in number, shall be granted time off for duty at full pay for all meetings between the Board and the Union for purposes of negotiating the terms of an Agreement when such meetings take place during the regular working hours of said employees.

Section 2. If the Union duly authorizes an employee to represent the Union during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

Section 3. Up to three (3) days of total leave of absence without loss of pay to attend any conventions or conferences, involving official union activities shall be available to the employees each fiscal year during which this Agreement is in effect. It shall be understood that the total of three (3) days is available to the total of the (5) units and not to each individual employee.

Section 4. Employees on leave with pay shall continue to receive full benefits provided by the Board as stated in this Agreement and employees on leave without pay shall not be entitled to such benefits.

ARTICLE VI

SENIORITY

Section 1. An employee shall have school system seniority.

School system seniority of an employee in the bargaining unit shall be determined according to one of the following procedures:

- A. Cooks - if hired prior to September 1, 1956, will receive credit for continuous employment back to the date of employment as can be established by available records or affidavits as certified by the Director of Cafeterias.
- B. Food Service Workers - if hired prior to September 1, 1966, will receive credit for continuous employment back to date of employment as can be established by available records or affidavits as certified by the Director of Cafeterias.
- C. All other employees of the bargaining unit - shall receive credit for continuous employment from the effective date of his/her appointment as a permanent or provisional employee whichever is the earlier date.

Section 2. The list of school system seniority shall be maintained at the office of the Director of Cafeterias, and a copy thereof forwarded to the Union during the month of September, annually, with all current additions thereto. This list shall contain the names, addresses and seniority dates of all provisional and permanent employees in the bargaining unit. A copy of each monthly Board agenda, as approved, shall be submitted by the Director of Cafeterias to the Union office along with a copy of any change in name and/or address received from individual employees of the bargaining unit. The agenda copy will be forwarded on the same day following the scheduled monthly public meeting of the Board. Changes in name and/or address will be forwarded as received by the Director of Cafeterias.

Section 3 (A) In the event that the food service is discontinued at a school for three days or less, the number of employees required for housekeeping duties shall be retained at the school for such duties. Employees who are not so needed will be assigned to work in other schools. An employee choosing not to work on such days shall not be paid.

Section 3 (B) Layoff of permanent employees shall be according to Rules and Regulations affecting Civil Service employees.

Section 3 (c) Notice will be given at least three (3) days, except in emergency situations, before any layoff of temporary or provisional employees due to the curtailment of the work force in a school. In the event that such employees are not given three (3) school days notice before lay off, employees will be paid for those school days, up to a maximum of three (3) days, which they should have received as notice.

Section 3 (D) Temporary and provisional employees in their respective grade shall be laid off, if lay off becomes necessary in reverse order of seniority. Recall from lay off shall be by direct order of seniority.

Section 3 (E) At least three (3) school days before being laid-off due to the curtailment in the work force in a school, the employee shall be informed of all vacancies in the employee's grade in other schools for the purpose of giving such employee an opportunity, to be exercised within said three (3) days, to fill such vacancy before a new appointment is made at such school. The rate of pay and job classification shall be the same as such employee was receiving at the school from which he/she was laid-off.

Section 4 . The School district shall post notice of all Civil Service examination announcements concerning job vacancies to be filled in the school system not later than 15 working days prior to the closing date for filing applications. Such notice shall be posted in each school cafeteria unit.

Section 5. If there is no current Civil Service eligibility list, vacancies may be filled by provisional appointment of temporary personnel who have satisfactorily completed a total of forty (40) available working days as indicated by work performance rating reports.

TRANSFER

Section 1. Assignment and re-assignment of employees to school cafeteria units are the sole prerogatives of the Business Manager as recommended by the Director of Cafeterias. However, consideration will be given to requests for re-assignment to another school provided there is a vacancy in such school and the applicant has the proven ability through experience to fill such vacancy, and the re-assignment can be made without detriment to the food service program at the unit from which the re-assignment is requested. Insofar as feasible and practical in connection with the operation of the division of cafeterias, re-assignment of personnel shall be annually recommended to the Business Manager in either July or August to become effective September 1st of the same calendar year. This point of Agreement does not abrogate or annul the management right and authority of the Director of Cafeterias to recommend re-assignments of personnel to the Business Manager at any time during the school year, as such re-assignments may be come necessary in the operation of the system as determined by the Director.

Section 2. The re-employment rights of employees who enter the Military Service of the United States shall be governed by the Universal Military Training and Service Act.

Section 3. A provisional or permanent employee whose regularly scheduled work day is less than 8 hours may request assignment to a position with a regular schedule of more hours per day, either at the unit to which assigned or to another unit, providing that such a vacancy exists and the employee has a satisfactory work record as indicated by work performance rating reports. A sincere effort shall be made by the Director of Cafeterias to honor such requests.

ARTICLE VIII

LEAVE OF ABSENCE

Section 1. Upon making timely written application, permanently employed employees may apply for leave of absence without pay, for a period not exceeding ninety (90) calendar days. Such a request shall include the reason therefor and the Board shall give due consideration to each application. Such leaves of absence may be renewed for an additional period not to exceed ninety (90) calendar days, upon formal written application to and subject to the approval of the Board. No more than three (3) such leaves at maximum shall be permissible at any one time.

Section 2. In cases of extreme emergency, a leave without pay may be granted without the written notice, however, it shall be incumbent upon the employee to notify the Director of Cafeterias as soon as possible as to his whereabouts and the reason for the absence. When such notification is received, management shall then determine and notify the employee as to the disposition of his request. If an employee, under the circumstances described above, fails to notify management within five (5) working days from the first day of such absence, said employee's employment shall be automatically terminated.

Section 3. When leaves are requested and either granted or denied under this Article, the Union shall be given copies of such requests and either the grants or denials.

Section 4. With respect to leaves of absence of thirty (30) days or less, the employee shall continue to be eligible for holiday and insurance fringe benefits. With leaves in excess of thirty (30) days and up to one (1) year, the employee shall continue coverage, for such benefits, only at his/her expense.

Section 5. Employees on leave of absence, sick, or otherwise shall return to the same school to which the employee was assigned prior to the leave of absence, at the same job classification and same scheduled work hours, unless otherwise requested by the employee.

Section 6. Maternity Leaves

Upon certification by a competent physician and application by an employee, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.

An employee on maternity leave shall be reinstated at any time during the period such leave upon request of the employee.

Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the employee and approved by the Board.

An employee returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the employee has completed ninety (90) days or more of a school year, it shall count as a full year.

ARTICLE IX

PROBATIONARY PERIOD

Section 1. The procedures of the Civil Service Commission shall apply to all employees who are not permanent employees of the Board.

Section 2. During any period prior to an employee becoming permanent the Board may discharge such an employee for any reason and without cause. Any employee so discharged shall not have recourse to the grievance procedures set for this in this Agreement.

Section 3. Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and her status in that position shall be subject to the applicable provisions under the rules and regulations of the Board and the Civil Service Commission. In the event that, during the probationary period of such new assignment it is determined to remove the employee from such new assignment, the employee shall be returned to the former assignment with no prejudice or loss of accrued rights.

ARTICLE X

WORK WEEK - WORK DAY

Section 1. Work Week.

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to a cafeteria, and except for such additional holidays as may be granted from time-to-time by the Board to employees, the regular work week of all cafeterias employees will consist of five (5) days beginning on Monday and ending at the end of the work day on Friday.

A. In the event that the schools are closed on account of inclement weather, the cafeteria in the school shall be closed and the employees assigned thereto shall not be required to report for duty that day. Such employees shall receive their regular daily salary for such day.

B. If, after arriving at the school, an employee who is prepared and able to work is prevented by the employer from working at his or her regular job or any other work to which he or she is assigned because of an emergency or other unpredictable event, such employee shall be paid for the regular daily number of his or her working hours for that day, providing the employee agrees to report to another school assignment for that day. Such re-assignment to be made by the Director of Cafeterias, or his duly authorized representative.

Section 2. Work Changes

If a change and/or alteration of operations is contemplated which would have the effect of altering either the number of personnel in a given cafeteria, or the hours of work of said personnel, that the parties will meet and review regarding the impact that such changes would have.

ARTICLE XI

OVERTIME AND EXTRA WORK ASSIGNMENTS

Section 1. When extra work is required, such work shall be assigned to employees working in the school in which such extra work is required. The initial assignment of such work shall be made by offering the first

assignment to the employees in the affected school, which assignment shall be based on consideration of qualifications, seniority, personal preference, integration of staff, and the welfare of the children and the community. Thereafter, extra work assignments shall be distributed on a rotating basis within that school.

Section 2. For the purposes of this Agreement, such extra work as is commonly referred to as "catering" work which occurs at times other than normally scheduled hours of work and all regular cafeteria assignment work shall be paid for in accordance with current practices.

Section 3. Overtime shall be defined as all hours of regular work beyond forty hours per week.

Employees shall be compensated for all overtime hours as defined, at time and one-half (1½) the employee's current hourly rate.

Section 4. Should any employee fail to work overtime when requested, the time which the employee would have worked will be recorded on the overtime distribution records as time worked only for the purpose of maintaining equitable distribution of overtime.

ARTICLE XI
CONTINUED

Section 5. Each supervisor shall arrange for the distribution of extra work or overtime within a particular school, & such distribution shall be consistent with the principle of distributing such work as equitably as practicable among the employees affected.

Section 6. Assignment of personnel to work extra hours or overtime shall be made in accordance with the procedures of this Article. However, it is understood and agreed by both parties that in order to be assigned such work any employee must be able, in the opinion of the supervisor, to effectively and efficiently perform the task involved.

Section 7. Overtime records shall begin anew at the beginning of each school year.

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ARTICLE XII

UNION ACTIVITIES

Section 1. Union activities shall be carried on in such a manner so as not to interfere with departmental activities and with the approval of department heads after conferring with Union representatives. However, this provision is not intended to exclude normal union activities.

The Union shall notify the Business Manager and the Director of Cafeterias of the names of current Union officers.

Section 2. Employees engaged in normal union activities involving Board officials shall not have their pay suspended if such meetings have the approval of the Director of Cafeterias. Employees shall notify their immediate supervisor at least twenty-four (24) hours in advance of such meetings.

Section 3. Employees on lack of work status shall be recalled to their former positions, when available, and shall return to work beginning with the most senior of the employees in the classification affected.

Section 4. Employees on lack of work status shall continue to accumulate seniority for twenty-four (24) months from the effective date of lay-off. Should an employee not be recalled to work during this period her seniority status shall terminate.

ARTICLE XII

(Continued)

UNION ACTIVITIES (Cont'd.)

Section 6. In the event of a cut in hours in excess of one (1) hour per day, the Board will give five (5) working days notice to the employees involved.

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ARTICLE XIII

WORK YEAR CALENDAR

Section 1. Work Year The annual work year for all provisional and permanent employees shall consist of 184 working days during the period beginning with the day following Labor Day and ending on the day following the last day of food service for pupils. Any employment, in excess of 184 days as defined above, shall be distributed on an equitable basis among employees within each job classification and insofar as possible at the employee's assigned school. It is agreed that such additional employment is to be offered to employee's who volunteer to make their services available at their applicable hourly rate of pay in accordance with the needs of the Division of Cafeterias as determined by the Director of the Division.

Section 2. Holidays

It is mutually agreed to use the Civil Service Calendar as the holiday schedule.

This schedule reads as follows:

Columbus Day
Veterans Day
Election Day
Puerto Rico Discovery Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day
Day before New Year's Day

New Year's Day
Dr. Martin L. King's Birthday
Lincoln's Birthday
Washington's Birthday
Columbus Day
Carnival Day
New Year's Day

Section 2. (Cont'd.)

However, if the present policy of holidays is in excess of those listed, then the excess shall be included as holidays under this Article.

If by any act of the legislative authority the traditional date celebrating a particular holiday has been changed, the holidays listed shall, for purposes of this Article, be on such dates as are officially designated by such legislative authority and included in the official calendar of the Board.

Section 3. Non Working Days

The Board agrees that for the duration of this Agreement, it's policy as relates to the number of non-working days, shall be continued and there will be no decrease in the number of such.

Section 4. Summer Employment

The Board agrees that in making appointments of employees in this unit for summer employment, preference will be given to permanent and then provisional employees, and further that the selection shall be based on consideration of qualification, seniority, personal preference, integration of staff, and the welfare of the children and the community.

ARTICLE XIV

FRINGE BENEFITS

Section 1. The Board agrees to make available to the cafeteria employees without cost, a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall during the duration of this Agreement, not be reduced in terms of such benefits as are available through Blue Cross, Rider J., Blue Shield, Major Medical Insurance and Dental Insurance. The available program shall cover up to full family protection for the employees based on the marital and family status of the employee for all employees who regularly work four (4) or more hours per day. All employees regularly working three (3) hours per day shall be covered by Blue-Cross, Blue-Shield effective as of the date of this Agreement.

Section 2. Upon appointment as a provisional or permanent employee, the benefits described in Section 1 shall be applicable to the newly appointed cafeteria employee at the earliest registration period immediately following employment.

Section 3. If and when any additional or supplemental fringe benefits are made available to any other unit or group of the Board's employees who are employed on a non-instructional basis or a non-administrative or a non-supervisory basis, such benefits shall be simultaneously granted to the cafeteria employee.

Section 4. Employees regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in all the benefits listed in Section 1. The cost for employee participation and the participation of eligible dependents shall be paid by the Board. The parties hereto have entered into a separate letter of understanding with respect to eligibility of dependents to include unmarried mothers.

RELIEF FROM DUTIES

The Board and the Union agree that the Food Program in the Newark Public School Program has expanded to the point where all of the energies of the employees in this unit should be utilized wherever possible to provide the best food service to the pupils of the school system. Therefore, the Board agrees that to the extent possible and where funds are available, it will endeavor to relieve the employees of this unit from performing cleaning duties in the lavatories; cleaning of hoods and ducts, and minimizing of lifting of heavy objects. Cafeteria employees shall not be required to scrape off or remove gum from chairs or tables, and to use abrasive materials to clean table and chair legs.

ARTICLE XVI

UNIFORMS AND/OR ALLOWANCES

The Board agrees that all permanent and provisional female employees shall receive the sum of \$100.00 per school year, which sum will be used to purchase; three nylon uniforms, three pairs of shoes, and such other items necessary for the performance of their duties in this unit. Such sum shall be paid to the employee in a separate payment on or before November 1 of each year.

In the event a female employee is hired permanently or provisionally after January 1st of an- given year, she shall receive an allowance of one-half the amount or \$50.00.

The Board agrees that all permanent and provisional male employees shall be provided with uniforms. The cost of laundering them shall be borne by the Board.

It is the intention of the Board and the Union that temporary employees are not to receive allowances, and that allowances are not made available for summer employment.

ARTICLE XVII

Salaries

Section 1. As listed in the tables below, the following salary schedules shall apply beginning July 1 of each school year respectively.

(See attached salary schedules)

Section 2.

- a. For purposes of calculating the daily rate of salary of any employee the applicable annual salary of that employee shall be divided by the number 184.
- b. For purposes of calculating an hourly rate, the applicable daily rate of the specific employee shall be divided by that number of hours per day which that employee is regularly classified.
- c. In implementing the schedules all employees shall be placed on their applicable step as of July 1 of each respective year and no employee shall receive a salary which is off-step. Any individual now off-step shall be placed at the next highest applicable step.

Section 3. The hourly rate for a per deim employee shall be:

	1973-74	1974-75	1975-76
Cook	3.45	3.80	4.25
F.S.W.	3.14	3.49	3.94
School Cashier	3.14	3.49	3.94

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CAFETERIA WORKERS SCHEDULES - 1973-74

TITLE	STEP I	II	III	IV	V	VI
COOK I 8 HRS	5323	5563	5803	6043	6283	6523
COOK II 8 HRS	5078	5278	5478	5678	5878	6078
COOK II 7 HRS.	4445	4620	4795	4970	5145	5320
COOK II 6 HRS	3811	3961	4111	4261	4411	4561
FOOD SERVICE WORKER - 8 HRS	4618	4798	4978	5158	5338	5518
F.S.W. - 7 HRS.	4040	4210	4380	4550	4720	4890
F.S.W. - 6 HRS.	3441	3591	3741	3891	4041	4191
F.S.W. - 5 HRS.	2868	2993	3118	3243	3368	3493
F.S.W. - 4 HRS	2309	2399	2489	2579	2669	2759
SCHOOL CASHIERS - 4-5-6 HRS	SAME AS F.S.W. - BASED ON HOURS WORKED PER DAY					
SCHOOL CASHIERS 3 HRS.	1721	1796	1871	1946	2021	2096

CATERERIA WORKERS SCHEDULES - AS OF
 JUNE 1973 - REVISED

TITLE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
COOK I - 8 HRS.	4955	5195	5435	5675	5915	6155
COOK II - 8 HRS.	4710	4910	5110	5310	5510	5710
COOK II - 7 HRS	4123	4298	4473	4648	4823	4998
COOK II - 6 HRS.	3535	3685	3835	3985	4135	4285
F.S.W. - 8 HRS.	4250	4430	4610	4790	4970	5150
F.S.W. - 7 HRS.	3718	3888	4058	4228	4398	4568
F.S.W. - 6 HRS.	3165	3315	3465	3615	3765	3915
F.S.W. - 5 HRS.	2638	2763	2888	3013	3138	3263
F.S.W. - 4 HRS.	2125	2215	2305	2395	2485	2575

CAFETERIA WORKERS SCHEDULES - 1974-75

TITLE	I	II	III	IV	V	VI
COOK I 8 HRS.	5838	6078	6318	6558	6798	7038
COOK II 8 HRS.	5593	5793	5993	6193	6393	6593
COOK II 7 HRS.	4896	5071	5246	5421	5596	5771
COOK II 6 HRS.	4197	4347	4497	4647	4797	4947
F.S.W. 8 HRS.	5133	5313	5493	5673	5853	6033
F.S.W. - 7 HRS.	4491	4661	4831	5001	5171	5341
F.S.W. - 6 HRS.	3827	3977	4127	4277	4427	4577
F.S.W. - 5 HRS.	3190	3315	3440	3565	3690	3815
F.S.W. - 4 HRS.	2567	2657	2747	2837	2927	3017
SCHOOL CASHIERS 4-5-6 HRS.	SAME AS F.S.W. - BASED ON HOURS WORKED PER DAY					
SCHOOL CASHIERS 3 HRS.	1914	1989	2064	2139	2214	2289

CAFETERIA WORKER SCHEDULES - 1975-76

TITLE	I	II	III	IV	V	VI
COOK I - 8 HRS.	6500	6740	6980	7220	7460	7700
COOK II - 8 HRS	6255	6455	6655	6855	7055	7255
COOK II - 7 HRS	5476	5651	5826	6001	6176	6351
COOK II - 6 HRS.	4693	4843	4993	5143	5293	5443
F.S.W. - 8 HRS.	5795	5975	6155	6335	6515	6695
F.S.W. - 7 HRS.	5071	5241	5411	5581	5751	5921
F.S.W. - 6 HRS.	4323	4473	4623	4773	4923	5073
F.S.W. - 5 HRS	3604	3729	3855	3979	4104	4229
F.S.W. - 4 HRS.	2898	2988	3078	3168	3258	3348
SCHOOL CASHIERS 4-5-6	SAME AS FSW - BASED ON HOURS WORKED PER DAY					
SCHOOL CASHIERS 3 HRS.	2062	2237	2312	2387	2462	2537

ARTICLE XVII (Cont'd.)

Section 4. Correcting Payroll Errors

Payroll errors shall be corrected within 24 hours of the time the error is reported by the affected employee.

If an employee claims that he has been placed on the wrong step of the salary schedule applicable to him and presents satisfactory evidence to the Department of Personnel establishing his claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such adjustments shall also be made if such an incorrect placement is discovered by the Department of Personnel even if the employee makes no claim.

Payroll checks which, under existing practices are distributed by mail, shall be mailed the day before other payroll checks are delivered to the schools.

ARTICLE XVIII

ABSENCES AND LEAVES

Section 1. All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Board may require proof of such illness by way of a medical certificate or any other means the Board chooses to use. The rules and regulations of the New Jersey Civil Service Commission shall also apply to such leaves, where such rules and regulations are applicable.

Section 2. Newly hired employees shall be entitled to sick leave at the rate of one (1) day per month until one full school year of service is completed. Thereafter, the fifteen (15) days of sick leave may be taken at any time during the course of a school year. The Board shall annually provide a list showing the status of sick leave use for each employee. Sick leave shall be considered to be absence from duty for reasons of personal illness or injury, except where the same is compensable by Workmen's Compensation. A medical certificate may be required to substantiate any such request for sick leave pay, unless waived by the Business Manager.

Section 3. All employees permanently employed or provisionally employed, shall be entitled to three (3) days of personal leave per calendar year, but no such unused personal leave may be accumulated. Employees hired provisionally or permanently after December 1, shall be eligible for one (1) personal day.

Section 4. The Board may, but is not required to, grant additional sick leave or personal leave to any employee beyond the established limits whenever it deems such additional leave is merited.

Section 5. No deduction shall be made for absence resulting from the causes listed below and for the amount of time stated:

A. Death in immediate family or household (son, daughter, husband, wife, mother, father) three⁽³⁾ calendar days.

B. Absence because of a court subpoena

C. Absence up to ten (10) working days when called for active reserve duty.

Section 6. Death -- Other than Immediate Family

In the event of the death of the mother-in-law, father-in-law, sister-in-law, or brother-in-law, of an employee said employee, upon request, shall be granted one(1) scheduled working day off with pay, in order to attend the funeral.

ARTICLE XIX

OK

CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XX

OK

LUNCH AND COFFEE BREAKS

Section 1. All employees shall be granted a lunch period not to exceed thirty (30) minutes at the close of the serving period. The Board of Education agrees to provide the meal during said lunch period.

Section 2. Those employees reporting for work prior to 10:00 a.m. shall be eligible for a paid ten (10) minute coffee break during the course of the work day.

NO STRIKE OR LOCK-OUT POLICY

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The Union and the employees, or either of them, agree that during the period of this Agreement there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any threats thereof. The Board agrees that at no time will it institute a lock-out of its cafeteria employees.

ARTICLE XXII

Section I.

Employee Performance Evaluation and Personnel Files

- A. Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff. Such evaluation shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.
- B. Employees shall be rated Satisfactory or Unsatisfactory. If rated Unsatisfactory, the supervisory staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluated and receive once again a written evaluation.
- C. Evaluations shall not be placed in the employee's files unless the employee has had the opportunity to read the evaluation. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed.
- D. The Board agrees to continue its policy of treating these personnel files confidential.
- E. Any dispute with respect to the rating of an individual employee shall be conducted as provided for by Civil Service Rules and Regulations.

Section 2. Letters of recommendation

When an employee requests a letter of recommendation from his immediate administrative superior, principal, supervisor, or director, the individual to whom the request is made shall be required to prepare and transmit such a letter of recommendation within a reasonable time but no later than one (1) week after the request is made. If the employee so requests, a copy of such letter of recommendation shall be placed in his/her personnel file.

ARTICLE XXIII

COMPENSATION

OK

Whenever any employee entitled to sick leave is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment the Board shall:

- A. Pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to annual sick leave or accumulated sick leave.
- B. Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE XXIV

MATTERS NOT COVERED

Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.

The Board agrees that it will make no change in existing Board policy or practice related to employee wages, hours and conditions of employment and specifically covered by this Agreement without prior negotiation with the Union.

Negotiations respecting changes in or additions to this contract involving matters related to employee wages, hours, and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this Agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within four (4) school days of the receipt of such request. The negotiation shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

Negotiations on a new contract shall commence no later than October 1, 1975 upon the receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1968 and Fair Labor Practices.

ARTICLE XXV

MISCELLANEOUS

Handwritten initials/signature

Section 1.

Male employees shall be accorded the same leave privileges as female employees.

ARTICLE XXVI

CONTRACT AUTHORIZATION

THE BOARD OF EDUCATION, NEWARK, N.J.
IN THE COUNTY OF ESSEX

ATTEST:

Wilbur Parker BY Charles A. Bell
Wilbur Parker-Secretary

BARTENDERS, COOKS, CAFETERIA, LUNCHEONETS
AND SCHOOL EMPLOYEES UNION, LOCAL 131
AFL-CIO, IRVINGTON NJ

ATTEST:

Robert Mansbach BY Anthony Rossi Pres -
Secretary

Frances Nelson
Albida Banton
Florence Cross
Dorothy O'Loughlin
Mary Bookner
Cetwina Bono

LEBO

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