AGREEMENT

BETWEEN

THE WEST MILFORD TOWNSHIP BOARD OF EDUCATION

AND

THE WEST MILFORD TOWNSHIP CAFETERIA WORKERS

Covering the Period of

July 1, 1993, through June 30, 1996

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THE WEST MILEORD TOWNSHIP BOARD OF EDUCATION

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THE WEST MILPORD TOWNSHIP CAFETERIA WORKERS

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PREAMBLE

Pursuant to the provisions of Chapter 303, Laws of the State of New Jersey, 1968, this Agreement is entered into this twenty-first day of June, 1994, by and between the BOARD OF EDUCATION OF WEST MILFORD TOWNSHIP, in the County of Passaic, hereinafter called the "BOARD," and the WEST MILFORD TOWNSHIP CAFETERIA WORKERS, hereinafter called the "ASSOCIATION."

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for cafeteria personnel, exclusive of supervisory staff, under contract with the Board.

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ARTICLE 11

BOARD RIGHTS

- 1. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Township of West Milford in all its aspects, including, but not limited to the following:
 - To maintain public elementary and secondary schools and such other educational activities as, in its judgment, will best serve the interest of the Township of West Milford;
 - b. To decide the need for school facilities;
 - c. To determine the type of work to be performed; to assign all work to employees; and to contract for the performance of any work, with or without bid, and with outside independent contractors; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, promote and demote employees;
 - d. To prescribe and enforce reasonable rules and regulations for the performance of work and the maintenance of discipline in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; and
 - e. To discharge, or otherwise discipline, any employee for just cause; to promote, transfer and layoff employees, as deemed appropriate by the Board of Education, to facilitate the efficient and economical operation of the cafeteria services program.
- 2. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

ARTICLE II, BOARD RIGHTS (continued)

- 3. It is understood and agreed that the provisions of the adopted policies of the Board of Education, and those administrative regulations, now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof shall be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.
- 4. The Board may, during the life of this Agreement, continue to make unllateral amendments, additions, subtractions or modifications to its adopted policies, provided that no such amendments, additions, subtractions or modifications shall override or contradict any specific provisions of this Agreement.

ARTICLE III

WORK YEAR

- 1. The work year for all members of this bargaining unit shall be those days when schools are open for student instruction, a minimum of one hundred eighty (180) days. An Orientation Day and provision for up to three (3) inservice training days may be required for additional payment.
- 2. The Board of Education retains sole discretion regarding conducting or not conducting the inservice training days. If the Board determines that such days shall be conducted, all employees must arrange their schedules to ensure their presence throughout the entire program.
- 3. Managers and Cook Managers shall work up to an additional three (3) days annually for the purpose of setting up the kitchens at the start of the year and closing down the kitchens at the end of the year. Other unit members may be asked to work on those days for additional payment.
- 4. Employees shall be compensated at their regular hourly rates of pay for participation in activities beyond the minimum number of days. Persons who would normally work fewer hours shall be compensated for the additional hours required; persons who would normally work more hours shall only be compensated for hours actually worked.

ARTICLE III, WORK YEAR (continued)

- 5. Employees shall no longer be compensated for days and hours not worked. Employees are required to remain on site and engaged in appropriate, meaningful tasks throughout their shifts. Employees shall be paid the appropriate hourly rate for all extra time required to be worked.
- 6. Employees must work more than ninety (90) days in a school year to have the year counted for guide movement.

ARTICLE IV

LONGEVITY

- A. Employees eligible for longevity as of June 30, 1990, shall receive longevity payments as follows:
 - \$ 200 for 10 years contractual service
 - \$ 275 for 15 years contractual service
 - \$ 430 for 20 years contractual service

ARTICLE V

MEDICAL BENEFITS

- A. Hospitalization--Employees who are contracted to work twenty (20) or more hours per week shall have Board paid benefits available to them at a level equal to that previously provided.
- B. Dental Program--Employees who are contracted to work twenty (20) or more hours per week shall have Board paid benefits available to them at a level equal to that previously provided.
- C. Any employee who voluntarily relinquishes or diminishes coverage shall be entitled to re-establish the relinquished or diminished coverage during the next open enrollment period. Any employee who voluntarily acts under this provision shall be reimbursed for the cost of coverage obtained under COBRA in the event same becomes necessary during the relinquished or diminished period until the next open enrollment opportunity.
- D. Medical benefits to remain as in current contract for first year of Agreement, with the understanding that this provision may be re-opened for negotiations by either party for the second and third years of the contract.

ARTICLE VI

SICK LEAVE

- A. All employees who are regularly employed by the Board of Education shall be entitled to ten (10) sick days per year. Persons employed subsequent to September 10 shall receive a prorated number of sick days based upon one day for each full month of employment. All days of sick leave not utilized within the year shall be cumulative.
- B. Physician's certification may be requested after three (3) consecutive sick leave days.
- C. The number of unused sick days accumulated by an employee will be paid at the time of the employee's certified retirement at the rate of \$ 11.00 per day in accordance with the following schedule:
 - 1. For persons hired prior to July 1, 1985, payment shall be capped at \$ 880.00;
 - For persons hired on or after July 1, 1985 and prior to January 1, 1994, payment shall be capped at \$ 770.00; and
 - 3. For persons hired on or after January 1, 1994, there shall be no retirement benefit for unused sick days.
- D. In the event of the death of a retirement eligible association member before certified retirement, any payment entitlement due in accordance with item C, above, shall be paid to the authorized surviving family member or estate.

ARTICLE VII

PERSONAL LEAVE

- A. All regular employees shall be entitled to the following personal leave schedule:
 - 2 Personal Business Days
 - 2 Illness in immediate family* days
 - 5 Death in immediate family days
- B. * Immediate Family shall be defined as follows: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son- or daughter-in-law, sister-or brother-in-law, and any other members of the household, and grandparents.

ARTICLE VIII

UNIFORM ALLOWANCE

- A. Aprons: During the school year, each employee shall receive one apron September 1, a second apron January 1, and a third apron, if necessary.
- B. Each employee shall be reimbursed* for work uniforms according to the following schedule:

1993 - 94	\$ 132.50		
1994 - 95	\$ 135.00		
1995 - 96	\$ 137.50		

* Reimbursement is subject to submittal of itemized receipts and excludes any sales taxes.

ARTICLE IX

MISCELLANEOUS

A. If a Cook or Assistant Cook is unable to perform his/her duties, the worker of the next seniority shall be paid Cook or Assistant Cook's entry level pay basedupon their previous status after five days of assignment to this level. Said worker shall continue to be paid at this rate until the return of the Cook or Assistant Cook. The five day absence period will accumulate once per school year by said worker and will not have to be duplicated the next time an absence in the same position occurs. If the worker of seniority refuses this position, it shall be offered to regular contract workers according to seniority. Any worker assuming this position must be willing and able to assume the hours and responsibilities of the position. The same requirement for five days of assignment shall be required prior to receiving a change of pay rate.

ARTICLE X

SALARY GUIDE

		1993-94	1994-95	1995-96		
A.	Regular Workers					
	1st Year	8.32	8.55	8.81		
	2nd Year	8.80	9.04	9.31		
	After 2nd Year	9.58	9.84	10.14		
В.	Assistant Cook/Business Aide					
	1st Year	9.96	10.23	10.54		
	After 1st Year	10.23	10.51	10.83		
C.	Cook Manager/High School Cook					
	1st Year	11.76	12.08	12.44		
	After 1st Year	11.94	12.27	12.64		
D.	Macopin Manager					
	1st Year	12.23	12.57	12.95		
	After 1st Year	12.47	12.81	13.19		
Ε.	High School Cook Manager					
	1st Year	12.23	12.57	12.95		
	After 1st Year	12.47	12.81	13.19		

ARTICLE IX

DURATION OF AGREEMENT

This Agreement shall be for a three-year period effective July 1, 1993, through June 30, 1996.

During the 1993 - 94 school year there shall be no changes in the number of working days for Association members. Work Year, former Miscellaneous A and B deletions and renaming of former C to A, and Personal Leave language shall become effective on July 1, 1994.

ARTICLE XII

CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives all on the twenty-first day of June, 1994.

> BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC

ATTEST:

Barbara Kaye Mortimer

Board Secretary

West Milford Board of Education

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ATTEST:

Barbara Kaye Mortimer
Board Secretary

Joseph F. Duffy, President West Milford Board of Education

WEST MILFORD TOWNSHIP CAFETERIA WORKERS ASSOCIATION

TTEST:

Barbara Kaye Mortimer
Board Secretary

Partare Cay / Partine.

Emma Carlson, Representative
West Milford Cafeteria Workers

Shirley Ciarletta, Representative West Milford Cafeteria Workers

DATE: 21,1984