

WORKING AGREEMENT

between

CITY OF BURLINGTON BOARD OF EDUCATION

and the

**CAFETERIA WORKERS' ASSOCIATION**

\*\*\*

*July 1, 2004 - June 30, 2007*

**PRINCIPLES**

**A.** This Agreement is negotiated in order to establish for its term, the terms and conditions of employment of all members of the staff employed in classifications set forth in Article I-A attached hereto and made a part hereof.

**B.** The Board of Education and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

## **ARTICLE I**

### **RECOGNITION**

**A.** The Board of Education hereby recognizes the Burlington City Public Schools Cafeteria Workers' Association (hereinafter called Association), as the exclusive, and sole representative for collective negotiations, concerning the terms and conditions of employment for all contracted personnel, employed by the Board of Education, whether under contract or on Board-approved leave.

**B. Definition of Employee**

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all non-professional employees represented by the Association in the negotiating unit as above defined, and reference to female employees shall also mean male employees.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

**A.** During negotiations, the Board of Education and the Association, shall present relevant data, exchange points of view, and make proposals and counter-proposals.

**B.** Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

**C.** The Board of Education agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

**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.

**E.** This Agreement incorporates the entire understanding of the parties on all matters, which were, or could have been, the subject of negotiations.

**F.** Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings or in negotiations respecting this collective bargaining agreement, they shall be given the opportunity to make up work time missed

-- this being accomplished to the satisfaction of the Board of Education, will result in no loss of pay for said employee.

### ARTICLE III

#### GRIEVANCE PROCEDURE

- A.** A grievance shall be defined as a misinterpretation, application, or violation of this Agreement affecting the employees.
- B.** 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 the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment.
- C. Procedure**
1. 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 limits, shall be deemed to be acceptance of the decision rendered at that step.
  2. A grievance, to be instituted under the provision of this ARTICLE III, must be in writing, and given to the superintendent within ten (10) work days after the event, which occasioned the grievance.
  3. **Level One**  
An employee with a grievance shall first discuss it with his immediate supervisor (cafeteria supervisor). If the employee is not satisfied with the decision of his immediate superior, the aggrieved person may proceed to discuss the grievance with the principal of his building, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

**4. Level Two**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he may file the grievance in writing with the business manager.

**5. Level Three**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after presentation of the grievance at this step, he may file the grievance, within five (5) working days after the receipt of the disposition of the grievance by the business manager.

**6. Level Four**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after presentation of the grievance at this step, he may file the grievance, within five (5) working days after receipt of the disposition of the grievance by the superintendent, with the superintendent for transmittal to the Board of Education.

**7. Level Five**

The Board or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the employee and render a decision, in writing, within twenty (20) working days after the receipt of the grievance by the superintendent for transmittal. In all cases, the decision of the Board is final.

**8.** Any party in interest may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of his own choice.

**9.** No reprisals of any kind shall be taken by either party against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

**ARTICLE IV**

**EMPLOYEE RIGHTS AND PRIVILEGES**

**A.** Nothing contained herein shall be construed to deny, or restrict to any employee, such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees herein, shall be deemed to be in addition to those provided elsewhere.

**B.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

**ARTICLE V**

**EMPLOYMENT PROCEDURES**

**A. Placement on Salary Schedule**

All employees hired under the terms of this agreement will be assigned the appropriate starting salary based on their job description listed in Exhibit A. There will be a 90 day probationary period, at which time the continued employment of the newly hired person will be determined, based upon a evaluation conducted at that time.

**B. Resignation**

An employee who is resigning from her position shall be required to give 30 days notice to the Administration Office.

**C. Notification of Contract and Salary**

Where possible, employees covered by this Agreement, shall be notified of their contract and salary status, for the ensuing year, no later than May 15th.

**D. All cafeteria assignments covered by this contract, will be determined by the School Business Administrator**

**ARTICLE VI**

**SICK LEAVE**

**A. Accumulative**

All full-time employees shall be entitled to one (1) sick day per month (12 days a calendar year for 12-month employees, and 10 days a calendar year for 10-month employees), (3) personal business days, and (2) family illness days annually (See Article X and Article XI). Unused leave shall be accumulated from year to year for all full time staff.

**B. Repeated lateness to work shall be grounds for disciplinary action, which may lead to dismissal.**

**C. Staff not considered full time shall be granted six (6) sick leave days, (3) personal business days, and (2) family illness days annually (See Article X and Article XI). However, if an additional sick day is granted to the teacher aides and lunchroom aides, the same will apply to staff not considered full time. Additionally, the regular normal per diem rate of pay will be paid for snow days. Unused leave shall be accumulated from year to year for staff not considered full time.**

## ARTICLE VII

### SALARIES

#### A. Salary Schedule

1. The starting salary of each job classification covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part hereof.
2. Upgrade Procedure: **(Deleted, no longer necessary).**
3. A list shall be maintained by the Cafeteria Supervisor of all employees interested in working at special events or activities. Every attempt will be made to consider staff for these additional activities on a rotating basis.
4. Effective with the evaluations conducted for the 1997/98 school year, all raises will be given on a merit basis. The evaluations will be aligned with each employee's job descriptions. They will be based for the length of this contract on a rating of zero to four. The final score will be converted to a percentage and applied against the maximum increase of **.50¢, (the negotiated maximum increase for the next three years)** per hour. **(E.g. A score of 3.65 would convert to a percentage of .9125. 91.25% of .50¢ equals a raise of .45¢.)**

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### A. Printing

Copies of this Agreement shall be printed at the expense of the Board of Education. The Agreement shall be presented to all employees, now employed, and hereafter employed.

- B. All employees shall immediately report any injuries suffered by them in connection with their employment, no matter how slight, to their superior.
- C. All schools will be closed during the winter and spring recess to coincide with the vacation periods of the teaching staff. Exception: Any cafeteria employees who have deadlines to meet with state reports, payroll, cafeteria work, etc., are required to complete this work during the recess time. However, they will receive compensatory time off for days and hours worked. All compensatory time must be requested, in writing, and approved, in writing, by the Superintendent of Schools.
- D. The Board will supply one (1) uniform or the equivalent amount towards a pair of shoes to each contracted cafeteria employee, per year. This cost is not to exceed **\$175.00** dollars per employee. Long-term substitutes will receive an allocation not to exceed \$50.00.

## ARTICLE IX

### HEALTH INSURANCE PROTECTION

- A. The Board shall continue to implement a prescription plan at full Board expense, for each contracted employee, and dependent(s), eligible and participating in the Master Policy carried by the Board.
- B. The Board will provide a Dental Plan for all \*contracted employees\* and their dependents, eligible and participating in the Master Policy carried by the Board.
- C. The employees, covered by this Agreement, will receive **the same health coverage as members of the teaching staff.**

**Contracted Employee:** One whose working assignment is thirty-five (35) hours or more, per week, for a ten (10) month school year.

**Grandfather Clause:** Part-time employees, who work less than thirty-five (35) hours per week, in a ten-month year, and are presently receiving benefits under the "grandfather clause", may continue to receive hospitalization and prescription benefits during the life of this **2004-2007** Agreement.

**Clause of Intention:** It is the intention of the union to give serious consideration to the following statement: "Upon posting of a position, during the contract year, the senior non-thirty-five hour (35) employee, will accept the position. Non-acceptance of the posted full-time position, will automatically forfeit the right to health benefits, presently accorded non-full-time personnel."

## ARTICLE X

### PERSONAL BUSINESS

All employees covered by this Agreement shall be entitled to paid personal days as follows:

Three (3) days per year, to each employee for the purpose of transacting business that can only be taken care of during normal working hours. These days are to be requested, in writing, and approved by the **Food Service Manager** and the Superintendent of Schools, five (5) days in advance of the requested date. These three (3) days, if not used during the school year, will be added to the accrued sick leave, at the beginning of the following school year. (July 1st).

**ARTICLE XI**

**FAMILY ILLNESS**

Two (2) days shall be allowed each year for a family leave for illness in the immediate family, to include parents not living in the same household. These days, if not used during the school year, will be added to the accrued sick leave at the beginning of the following school year. (July 1st).

**ARTICLE XII**

**DURATION OF AGREEMENT**

This Agreement shall be effective **July 1, 2004** and continue in effect through **June 30, 2007**.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on **June 30, 2007**, unless extended in writing.

WITNESS:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the President of the Board of Education, and the Cafeteria Representative, and attested by the School Business Administrator, all on this 28th day of June 2004.

CITY OF BURLINGTON BOARD OF EDUCATION

BY: \_\_\_\_\_  
Tanya M. Dickerson, President

\_\_\_\_\_  
Leah Smith,  
Cafeteria Representative

ATTEST:

BY: \_\_\_\_\_  
Craig H. Wilkie,  
School Business Administrator

**CAFETERIA WORKERS ASSOCIATION**  
**Starting Salaries For 2004-2007**



	<b>2004/ 2005</b>	<b>2005/ 2006</b>	<b>2006/ 2007</b>
<b>Head Cook</b>	<b>\$12.00</b>	<b>\$12.25</b>	<b>\$12.50</b>
<b>Assistant Cook</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>
<b>Lead Server</b>	<b>\$10.00</b>	<b>\$10.25</b>	<b>\$10.50</b>
<b>Food Service Worker (Formerly were Stock Cashier Helper, Assistant Server, Cashier Helper, Cook Server, Store Helper, Fryer Helper and Grill Helper</b>	<b>\$9.00</b>	<b>\$9.25</b>	<b>\$9.50</b>
<b>Dishwasher</b>	<b>\$8.50</b>	<b>\$8.75</b>	<b>\$9.00</b>
<b>Evening Activities</b>	<b>\$14.50</b>	<b>\$14.75</b>	<b>\$15.00</b>