4-3042

THIS BOOK DOES NOT CERCULATE

AGREEMENT

Between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

And The

DEPTFORD TOWNSHIP CAFETERIA EMPLOYEES ASSOCIATION

0-71

TABLE OF CONTENTS

ARTICLE			PAGES
I	Recognition		<u> </u>
II	Negotiation Procedure		• 2
III	Grievance Procedure.	•	• 3-4
VI	Rights		• 5
V	Privileges		. 6
VI	Work Calendar - Length of Day - Week - Year		• 7
VII	Employment	•	• 8
VIII	Assignments Transfers and Reassignments		• 9
IX	Employee Evaluation		• 10
Х	Sick Leave		. 11
XI	Personal Leave	•	. 12
XII	Maternity Leave	•	. 13
XIII	Insurance Protection		. 14
VIX	Work Related Educational Program		. 15
VX	Miscellaneous Provisions		• 16
IVX	Agreement		. 17

ARTICLE I

RECOGNITION

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The Deptford Township Board of Education, Deptford 1 Township, Gloucester County hereafter known as the Board hereby 2 recognizes the Deptford Township Cafeteria Employees Association 3 4 hereafter known as the Association as the exclusive representative for collective negotiation concerning the terms and con-5 ditions of employment for personnel under contract and employed 6 by the Board of Education and so assigned as cafeteria employees 7 8 exclusive of cafeteria managers and assistant managers. 9 The Association hereby recognizes the Board as the 10 <u>legal</u> authority elected as representatives of the people and further recognizes the responsibilities of the Board and the 11

Superintendent for the conduct and operation of the school

district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

- 1 A, The parties agree to enter into collective negotiations
- 2 over a successor Agreement, and they agree that this Agreement
- 3 shall remain in force until such time as a new Agreement is
- 4 reached in accordance with Chapter 303 Public Laws of 1968.
- 5 Such negotiations shall begin not later than the third Thursday
- 6 of October of the calendar year preceding the calendar year in
- 7 which this Agreement expires.
- 8 B. The Board agrees to furnish the Association upon
- 9 reasonable request, such information as will assist the
- 10 Association in developing intelligent, feasible and constructive
- ll proposals in behalf of the employees, students, and the school
- 12 system. This information may include a complete and accurate
- 13 financial report and tentative budget for the next school year.
- 14 C. The Association agrees to furnish the Board and
- 15 Superintendent upon reasonable request, research information and
- 16 data, gathered by the Association, that will assist the Board
- 17 and the Superintendent in the development of sound educational
- 18 programs.
- 19 D. During the term of this Agreement neither party shall
- 20 be required to negotiate with respect to any matter whether or
- 21 not covered by this Agreement and whether or not within the
- 22 knowledge contemplation of either or both of the parties at the
- 23 at the time they negotiated or executed this Agreement.
- 24 E. This Agreement shall not be modified in whole or in
- 25 part by the parties. Board policy shall prevail on all matters
- 26 not covered by the Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

- A grievance based on an alleged violation of this Agreement, 1 A. or a dispute involving the meaning, interpretation or application 2 shall be processed within the specified time limits. The time limits 3 specified may be extended by mutual agreement.
- The Process 5

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Level one: An employee shall first discuss this grievance 6 with his immediate supervisor and/or principal directly, with the 7 objective of resolving the matter informally. 8

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 five (5) school days after presentation of the grievance, he may file the grievance in writing with his immediate supervisor and/or principal and the Superintendent of Schools.

Level three: Within ten (10) days of receipt of such written grievance, the Superintendent or his designee shall meet with the aggrieved employee in an effort to settle the grievance.

Level four: In the event that the grievance shall not have been disposed of at level three or in the event that the grievance shall not have been disposed of within ten (10) school days after the level three meeting, the grievance shall be referred in writing to the Board of Education. Within fifteen (15) school days the Board shall meet with the Association negotiation committee in an effort to settle the grievance.

Level five: In the event that the grievance shall not have been satisfactorily disposed of at level four or in the event that no decision has been rendered within twenty (20) school days after the level four meeting, the aggrieved may within ten (10) school days refer the unsettled grievance to an advisory board.

C. Advisory Board 29

The advisory board shall be appointed within thirty (30) 30 days following the request of either party to the other. It shall 31 consist of one member named by the Board and one member named by 32 the Association. A third member, who shall be chairman, shall be 33 named by the first two named advisors. 34

ARTICLE III - continued

- 1 The advisory board shall have authority to confer separately or
- 2 jointly with the Board, the Superintendent, and the Association, or
- 3 to use any other source of information.
- 4 The advisory board shall make recommendations for resolution
- 5 within thirty (30) days. The recommendation shall be submitted to
- 6 both parties, the Board and the Association.
- 7 The advisory board recommendation after twenty (20) days
- 8 may be made public by either party, the Board or the Association.
- 9 D. Costs
- 10 The cost and expenses incurred in securing and utilizing
- ll the services of a consultant are the responsibility of the party
- 12 engaging this service. In the event an advisory board is used,
- 13 the Board will bear the expense of its appointee and both parties
- 14 will share equally the cost of the third member.
- 15 E. Representation
- 1. The aggrieved may be represented at all stages of the
- 17 grievance proceudre by himself or at his option by a representative.
- 18 When the aggrieved is not represented by the Association, the
- 19 Association shall have the right to be present as observer.
- 20 2. The Superintendent may assign for his services a
- 21 consultant and counsel to be present at all stages of the
- 22 proceedings.
- 23 F. Record Keeping
- 24 l. Documents, communications and records dealing with
- 25 the processing of a grievance shall be filed in a separate
- 26 grievance file and shall not be kept in the personnel file of any
- 27 of the participants.
- 28 G. All meetings and hearings under this procedure shall not
- 29 be conducted in public and shall include only such parties in
- 30 interest and their representatives and counsel.

ARTICLE IV

RIGHTS

- 1 A. Nothing contained herein shall be construed to deny or
- 2 restrict to any employee such rights as he may have under New Jersey
- 3 School Law.
- 4 B. No employee shall be disciplined without just cause.
- 5 C. Nothing contained herein shall be construed to deny the
- 6 Board or Superintendent their rights at any time to call a meeting
- 7 of the supporting staff to present its position in any matter that
- 8 in its judgment may affect the educational program.
- 9 D. The Board reserves to itself sole jurisdiction and authority
- 10 over matters of policy and retains the right, subject only to the
- ll limitations imposed by the language of this Agreement, in accordance
- 12 with applicable laws and regulations (a) to direct employees of
- 13 the school district, (b) to hire, promote, transfer, assign, and
- 14 retain employees in positions in the school district, and for just
- 15 cause, to suspend, to demote, discharge, or take other disciplinary
- 16 action against employees, (c) to relieve employees from duty because
- 17 of lack of work or for other legitimate reasons, (d) to maintain the
- 18 efficiency of the school district operations entrusted to them,
- 19 (e) to determine the methods, means and personnel by which such
- 20 operations are to be conducted and (f) to take whatever actions may
- 21 be necessary to carry out the mission of the school district in
- 22 situations of emergency.

ARTICLE V

PRIVILEGES

- 1. A. The Association or its named representative shall be
- 2 privileged to transact official association business on property
- 3 at reasonable times, provided that this shall not interfere with
- 4 or interrupt any individual assignment or the normal operation of
- 5 the school.
- 6 B. The Association or its named representatives shall be
- 7 privileged to process school-building-use applications for unit
- 8 activities.

ARTICLE VI

WORK CALENDAR - LENGTH OF DAY - WEEK - YEAR

- The work calendar shall be as set forth by the Board of
- 2 Education.
- 3 B. The work day shall be the prescribed hours.
- 4 C. Excess of 40 hours per week exclusive of lunchtime
- 5 shall be compensatory.
- 6 D. Work Week The work week shall consist of five (5)
- 7 working days, Monday through Friday inclusive, when so assigned.
- 8 E. Work Year The work year shall coincide with the
- 9 student calendar.

ARTICLE VII

EMPLOYMENT

2	Job openings and classification shall be made known to all employees.
3	The Board shall act upon the recommendation of the Superintendent.
4	CAFETERIA SALARY GUIDE
5	Assistant Cook - \$2.00 per hour
6	Cafeteria Worker - 1.55 per hour initial employment
7	1.60 per hour second year employment
8	1.70 per hour third year employment
9	1.85 per hour fourth year employment
10	Banquet Service 2.00 per hour

The best qualified shall be given full consideration.

ARTICLE VIII

ASSIGNMENTS TRANSFERS AND REASSIGNMENTS

- 1 A. Transfer of personnel shall take place at the request
- 2 of employee or by the chief administrator when it is in the best
- 3 interest of the children and the school system.
- 4 B. Employee Initiated Transfer The employee shall submit
- 5 his request for transfer to the Superintendent of Schools in writing
- 6 by February 28th. This request shall include the placement desired
- 7 and the reasons for the request.
- 8 The Superintendent of Schools shall notify the principals
- 9 and supervisors concerned with the transfer and they in turn shall
- 10 interview the employee initiating the request.
- 11 After consulting with the principals and supervisors con-
- 12 cerned, the Superintendent shall notify the employee concerning the
- 13 decision made.
- 14 C. Administration Initiated Transfers After consultation
- 15 with the principals and supervisors concerned, the Superintendent
- 16 shall notify the employee whose transfer is pending. The employee
- 17 shall be provided the opportunity of discussing the pending transfer
- 18 and any objections shall be duly considered.
- 19 After the completion of the consultation, the Superintendent
- 20 shall notify the employee as to the decision of the transfer.

ARTICLE IX

EMPLOYEE EVALUATION

- 1 A. Principals and supervisors shall keep employees informed as
- 2 to whether or not the kind of service they are rendering is satisfactory
- 3 in terms of the standards of the school district. Written evaluation
- 4 reports are to be sent to the employees by the principals and
- 5 supervisors with copies forwarded to the Superintendent.
- 6 B. Evaluation reports should include strengths, weaknesses,
- 7 and specific suggestions for improvement.
- 8 C. Written evaluations shall be given to the employee for
- 9 his/her signature and comments prior to submission of the reports to
- 10 the Superintendent.

ARTICLE X SICK LEAVE

1	A. Definition of Sick Leave - Sick leave is hereby defined
2	to mean the absence from duty of any person because of physical
	disability, illness or injury, or quarantine or exclusion from
3	
4	work by medical authorities.
5	B. Sick Leave Allowable - All persons who are steadily employed
6	full time by the Board of Education shall be allowed sick leave with
7	full pay as follows:
8	10 month term - 10 days
9	ll month term - ll days
.0	12 month term - 12 days
1	C. Accumulated Sick Leave - Ten days of allowable sick leave
L2	not utilized in any year shall be cumulative to be used for additional
L3	sick leave in subsequent years.
L4	C. Physician's Certificate Required for Sick Leave - A
15	physician's certificate may be requested by the Superintendent when
16	sick leave is claimed after five consecutive working days absence.
17	E. Workmen's Compensation - Workmen's compensation awards
18	shall be deducted from the regular salary of the employee for the
19	days absence covered by the Workmen's Compensation Act. The time
20	lost from employment under the Workmen's Compensation Act shall
	not be deducted from the days permitted for regular sick leave
21	
22	allowances.

ARTICLE XI

PERSONAL LEAVE

The Board of Education upon recommendation of the l A. Superintendent of Schools shall grant a total of seven days leave 2 per school year (not to be accumulated) to any regularly employed 3 person for the following emergencies or conditions. 4 1. Death in immediate family (immediate family - mother, 5 father, mother-in-law, father-in-law, children, husband, wife, 6 brother, sister, or any relative who has lived within the same 7 household for a period of over two years. Other emergency situa-8 tions may be judged on their own merits by a committee set up 9 annually by the Superintendent of Schools) 10 2. Emergency in the immediate family. 11 3. Religious holidays - written request must be sub-12 mitted ten days in advance of days requested. 13 4. Marriage - such request shall be submitted in writing 14 one month in advance of days requested. 15 5. Up to total of three (3) days at the end of school 16 year to attend summer institute classes or to travel to the place 17 where such classes are to be held. 18 6. Personal Business - One day per year. Such request 19 shall be submitted in writing, forty-eight hours in advance of 20 the day requested. 21 7. Visitation Leave - One day per year may be granted by 22 the Superintendent of Schools to any personnel, for school visita-23 tion and observation in other school systems. In each case a 24 written report shall be submitted to the principal who will forward 25 it to the Superintendent. Arrangements for such visitation shall 26 be made by the building principal, with the approval of the 27

Superintendent.

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ARTICLE XII

MATERNITY LEAVE

see with months on as much longer as the
employees under tenure for six months or as much longer as the
Board of Education, shall determine. Request for maternity
leave, without pay, shall be made by an employee between the
third and fifth months of pregnancy, and leave shall be granted
no later than the beginning of the sixth month. An employee may
file a request to return to work six weeks after the birth of a
child upon the presentation of a medical certificate stating
she is capable of performing her duties. If an employee decides
not to return, she should notify the Superintendent by giving
notice or resignation at least ninety days before the leave
expires. An employee shall be credited for salary increment
purposes as follows:
3 - 6 months of employment, 1/2 year credit
7 - 10 months of employment, 1 year credit
B. The employee shall be reassigned to the position held
the time the leave was granted, if possible.

ARTICLE XIII

INSURANCE PROTECTION

- 1 A. The Board of Education shall adopt a health insurance plan
- 2 equivalent in benefits to the state health insurance plan of Blue Cross.
- 3 Blue Shield, and Major Medical.
- 4 B. Enrollment shall be optional.
- 5 C. The Board of Education shall pay 50% of the premium cost to
- 6 insure only the employee for a single coverage.

ARTICLE XIV

WORK RELATED EDUCATIONAL PROGRAMS

- 1 A. The Board agrees to pay one hundred dollars (\$100)
- 2 maximum per year toward tuition and other expenses incurred in
- 3 connection with course work taken in a recognized program with
- 4 prior approval by the Superintendent of Schools.
- 5 B. Verification of expenses and tuition shall be submitted
- 6 with the voucher for payment.

ARTICLE XX

MISCELLANEOUS PROVISIONS	
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any employee of	
then requires Board action in District Property of the Propert	
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wording, a joint press release	
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18 the Agreement, and to use no other states within this Agreement 19 question or proposal until the procedures within this Agreement	
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and the Board.	
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either party shall do so	
to descript of delivery, at the following and	
1. If by the Association to the Board	16
1555 Good Intent Road	
m	
To be the Board to the association	
35 2. If by the Board of the Association is assigned. 36 building where the President of the Association is assigned.	

ARTICLE XVI

AGREEMENT

l	It is agreed between the Board of Education of
2	Deptford Township in the County of Gloucester party of the
3	first part and the Deptford Township Cafeteria Employees
4	Association party of the second part, that the content of
5	this Agreement shall be effective as of July 1st 1970 and
6	shall continue in effect until June 30th 1971.
7	Resolution of Adoption by the Board of Education:
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10	
11	Dated
12	Deptford Township Board President
13	Deptford Township Cafeteria Employees Association President
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15	Attested Board of Education Secretary
16	Association Secretary
17	Dated