

**AGREEMENT**

**BETWEEN**

**THE WEST MILFORD TOWNSHIP BOARD OF EDUCATION**

**AND**

**THE WEST MILFORD TOWNSHIP CAFETERIA WORKERS**

**Covering the Period of**

**July 1, 2005 through June 30, 2008**

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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 on April 25, 2006, by and between the WEST MILFORD TOWNSHIP BOARD OF EDUCATION, in the County of Passaic, hereinafter called the "BOARD," and the WEST MILFORD TOWNSHIP CAFETERIA WORKERS, hereinafter called the "ASSOCIATION."

## **ARTICLE 1 – 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 kitchen personnel, exclusive of supervisory staff, under contract with the Board.

## **ARTICLE 2 – BOARD RIGHTS**

A. 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:

1. 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;
2. To decide the need for school facilities;
3. 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, transfer, and demote employees;
4. 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

5. To discharge, or otherwise discipline, any employee for just cause; to promote, transfer and layoff employees, as deemed appropriate by the Board of Education in its sole discretion; to facilitate the efficient and economical operation of the cafeteria services program.

B. 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.

C. 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.

D. The Board may, during the life of this Agreement, continue to make unilateral amendments, additions, subtractions or modifications to its adopted policies, provided that no such amendments, additions, subtractions or modifications shall override or contradict any specific provision of this Agreement.

### **ARTICLE 3 – GRIEVANCE PROCEDURE**

A. Definitions:

1. Employee – The term “employee” shall mean any regularly employed individual included in Article I of this Agreement receiving compensation from the Board.

2. Grievance – A “grievance” shall be defined as a dispute or complaint by an employee or the Association based upon the interpretation, application or violation of this Agreement.

3. Aggrieved Party – An “aggrieved party” is the employee, employees or the Association filing the complaint.

4. Immediate Supervisor – The term “immediate supervisor” shall mean the cafeteria supervisor for all cafeteria employees.

5. Work Day – A “work day” in the grievance procedure shall be defined as any day when the Board of Education is open.

6. Representative – The term “representative” shall mean an agent authorized or designated by the Association.

B. Procedure:

1. The purpose of the grievance procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that grievance proceedings will be kept confidential and that any aggrieved employee shall be free from prejudicial or punitive action as a result of invoking the grievance procedure.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the aggrieved party, any documents, communications and records dealing with the grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about the aggrieved party.

3. If there is a question regarding the appropriateness of the level at which a grievance shall be initiated, it shall be determined jointly between the Association and the Superintendent or his/her designee.

4. Grievances shall be moved by the steps described below and time limits may be extended by mutual agreement in writing. Whenever the aggrieved party and district employee representatives participate during working hours in grievance meetings/hearings, they shall suffer no loss in pay.

a. Step One – An aggrieved party shall first discuss the grievance with his/her immediate supervisor within ten (10) work days of the occurrence. The reply or decision to the grievance at this step shall be made in writing to the aggrieved party within three (3) work days.

b. Step Two – If the aggrieved party is not satisfied with the disposition of the grievance at Step One, it shall be submitted in writing within three (3) work days to the Business Administrator.

A meeting at this step shall be held with the aggrieved party within five (5) work days of receiving the grievance, and a decision with reason(s) shall be rendered to the aggrieved party in writing within three (3) work days of the notice or said meeting.

c. Step Three – If the aggrieved party is not satisfied with the disposition of the grievance at Step Two, he/she may submit the grievance in writing to the Superintendent. The appeal to the Superintendent shall be made within three (3) work days of receipt of the Step Two decision. The Superintendent may meet with the aggrieved party but shall render a written decision with reasons within five (5) work days of notice of said meeting.

d. Step Four – If the grievance is not resolved to the satisfaction of the aggrieved party, a review by the Board of Education may be requested within five (5) work days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or the appropriate Board committee, shall review the grievance and shall hold a hearing with the aggrieved party and render a decision in writing to the aggrieved party. The decision of the Board shall be final and binding. Steps Three and Four shall not exceed forty (40) work days from the date the grievance shall have been received by the Superintendent.

#### **ARTICLE 4 – WORK YEAR**

A. 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) in service training days may be required for additional payment.

B. The Board of Education retains sole discretion regarding conducting or not conducting the in service 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.

C. 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.

D. 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.

E. 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.

F. Movement to the next salary step shall occur on July 1 of each subsequent year. An employee must have been hired prior to February 1 in order to move to the next guide step.

## **ARTICLE 5 – 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 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 \$15.00 per day in accordance with the following schedule:

1. For persons hired prior to July 1, 1985, payment shall be capped at \$880.00; and
2. 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 of estate.

## **ARTICLE 6 – PERSONAL LEAVE**

A. All regular employees shall be entitled to the following personal leave schedule.

Two (2) – Personal Business Days  
Two (2) – Illness in Immediate Family\* Days  
Five (5) – Death In Immediate Family\* Days (per occurrence)

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 member of the household and grandparents.

C. Personal Leaves of Absence are approved at the discretion of the administration and will only be approved when sufficient coverage can be obtained to maintain the operation.

D. All employees maintaining perfect attendance, excluding bereavement, shall be entitled to an annual bonus at one-percent (1%) of their contracted salary.

**ARTICLE 7 – SALARY GUIDE**

<b><u>POSITION</u></b>	<b><u>STEP</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
Regular Workers	1	11.58	11.87	12.17
	2	12.08	12.38	12.69
	3	12.78	13.10	13.43
	4	13.92	14.27	14.63
Kitchen Coordinator	1	11.63	11.92	12.22
	2	12.13	12.43	12.74
	3	12.83	13.15	13.48
	4	13.97	14.32	14.68
Assistant Cook	1	13.74	14.08	14.43
	2	14.48	14.84	15.21
	3	14.87	15.24	15.62
Cook Manager – Elementary	1	16.16	16.56	16.97
	2	17.10	17.53	17.97
	3	17.33	17.76	18.20
Cook Manager – Macopin & HS	1	16.95	17.37	17.80
	2	17.77	18.21	18.67
	3	18.10	18.55	19.01
Business Aide		16.15	17.50	18.20

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**Employees Hired after 3/15/06**

<b><u>POSITION</u></b>	<b><u>STARTING</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>
Regular Workers	10.50	10.76	11.03
Kitchen Coordinators – Elementary	11.00	11.28	11.56
Assistant Cooks	12.00	12.30	12.61
Cook Managers – Elementary	13.00	13.33	13.66
Cook Managers - Mac & HS	15.00	15.38	15.76
Business Aide	14.00	14.35	14.71



Profit Pool: The unit shall receive a lump sum amount representing 50% of the cafeteria operations net income over \$10,000, as set forth in the annual audit. The Board will budget for the salary and benefits of the Food Service Supervisor. This expense will be included in the income statement for purposes of calculating the profit sharing component above. The pooled amount will be allocated based on contracted hours and will be distributed no later than December 15 of the subsequent year.

Lunch Count Pool: For each 5% increase (adjusted for enrollment) in the lunch count in a building, an additional 1% of the unit salaries for that building shall be distributed to the employees of the building, to a maximum of a 2% pool for a 10% increase in lunch count. The pooled amount will be allocated based on contracted hours and will be distributed no later than June 30.

## **ARTICLE 8 – MEDICAL BENEFITS**

### **A. Hospitalization**

1. Employees who are contracted to work twenty five (25) or more hours per week shall have Board paid benefits available to them with an individual deductible of \$200 annually; a family deductible of \$400 annually; a requirement to secure a second physician's opinion prior to starting certain kinds of treatment and prior to undergoing surgical procedures; and a requirement to advise the carrier prior to admittance to a hospital (in an emergency, to follow the prescribed notification process within twenty-four hours after admittance). Beginning July 1, 2003 all employees then on the payroll shall be enrolled in the Board's Point of Service (POS) plan at their existing (single, family, parent and child, husband/wife) coverage level.

2. Employees hired after March 1, 2003, who are contracted to work twenty five (25) hours or more per week shall be entitled to single POS coverage only. They may choose coverage greater than single, but must contribute 15% of the additional premium through payroll deductions. The Board shall contribute the remaining 85% of the cost. The Board may establish a Section 125 plan to assist employees in finding this contribution.

**B.** Persons hired or promoted after March 15, 2006, must be contracted for 30 or more hours per week to qualify for health and dental benefits.

**C.** Dental Program: Employees who are contracted to work twenty five (25) or more hours per week shall have Board paid benefits available to them at a level equal to that previously provided.

D. 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.

**ARTICLE 9 – UNIFORM ALLOWANCE**

A. Aprons: During the school year, each employee shall receive one apron on September 1, a second apron on January 1 and a third apron, if necessary.

B. Each employee shall be reimbursed\* annually for work uniforms according to the following schedule:

2005-2006	\$175.00
2006-2007	\$175.00
2007-2008	\$180.00

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

C. Uniform purchases made in June will be reimbursed in the next school year provided the employee continues in the Board's employ into the next school year.

**ARTICLE 10 – SENIORITY & LAYOFFS**

A. Seniority shall be defined as the length of time an employee has worked continuously under regular contract recognized in Article 1.

B. The Administration shall maintain a seniority list of employees in the district within this bargaining unit, and a copy shall be furnished to the Association prior to October 1<sup>st</sup> of each year.

C. An employee's seniority shall commence at the date of initial hire under regular contract. In the event that two or more employees commenced their employment on the same date, seniority shall be determined by the date employee was initially approved as a substitute kitchen worker.

D. Seniority shall accrue during a continuous authorized leave of absence with pay. Seniority shall not accrue during leaves of absence without pay.

- E. An employee's seniority shall be lost when the employee:
1. terminates voluntarily.
  2. is discharged for cause.
  3. is laid off for a period of one year or a period exceeding the length of the employee's continuous service, whichever is less.
  4. is absent without leave for three (3) consecutive days without notification and satisfactory excuse to the administration.
  5. fails to report to work when recalled from layoff.
  6. fails to report to work after the expiration of a leave of absence.
  7. has been employed in the same line of work elsewhere while on authorized leave of absence.

F. Layoffs will impact employees in reverse seniority order. The last employee hired will be the first to be laid off. Employees with greater seniority may bump employees with less seniority.

G. Whenever a vacancy occurs, employees who are on layoff shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

H. Employees who are on layoff shall receive unused sick day benefit at a rate of \$10.00 per day.

I. In cases of recall, the employee is to advise the Board within three (3) working days after written receipt by registered mail at the employee's last known address as to whether or not the employee's rights to recall will be exercised. Lack of notification will constitute a loss of recall rights.

## **ARTICLE 11 – MISCELLANEOUS**

A. If a Cook or Assistant Cook is unable to perform his/her duties, the covering employee shall be given differential in pay, after 20 days in that position, at the rate over the employee's affiliation with this bargaining unit. Said worker shall continue to be paid at this rate until the return of the Cook or Assistant Cook. The 20 day absence period will accumulate. Once an employee accumulates 20 days in a position they shall get the differential for substituting in that position thereafter by said worker.

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 20 days of assignment shall be required prior to receiving a change of pay rate.

B. Professional development: Each employee shall successfully complete at least one approved professional development course on food handling. Registration costs and reasonable approved expense shall be reimbursed by the Board of Education upon successful completion of the program(s).

C. Cafeteria related positions will be posted in each cafeteria.

D. All newly hired employees shall be subject to a 120 day probationary period.

E. An effort shall be made to post for positions, other than Regular Workers, within 30 days of a vacancy and filled within 60 days of a vacancy.

#### **ARTICLE 12 – DURATION OF AGREEMENT**

This Agreement shall be for a three-year period, beginning July 1, 2005 and ending on June 30, 2008.

**ARTICLE 13 – CERTIFICATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives all on this \_\_\_\_\_ day of May, 2006.

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

ATTEST:

\_\_\_\_\_  
Steven J. Cea,  
Board Secretary

By: \_\_\_\_\_  
Midge Touw, President  
West Milford Board of Education

WEST MILFORD TOWNSHIP  
CAFETERIA WORKERS ASSOCIATION

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
, Representative  
WEST MILFORD CAFETERIA WORKERS

By: \_\_\_\_\_  
, Representative  
WEST MILFORD CAFETERIA WORKERS

Date: \_\_\_\_\_