

AGREEMENT

BETWEEN

THE TRENTON BOARD OF EDUCATION

AND

**THE TRENTON FOOD SERVICE PERSONNEL
ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2008

PREAMBLE

The Trenton Public School District is committed to educational excellence and equity for all its students in an environment conducive to learning. The District seeks innovative partnerships which will aid in developing productive and responsible citizens of the community and society, now, and into the Twenty-First Century.

This agreement is made and entered into this **2nd** day of **June, 2005**, by and between the Board of Education of the City of Trenton, County of Mercer, hereinafter call the "Board" and the Trenton Food Service Personnel Association, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

- A.** The Board hereby recognizes the Trenton Food Services Personnel Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for personnel employed by the Board and appointed as Food Service Department employees to the following titles: cook, driver helper, food server, general worker, unit leader, permanent substitute unit leader, storeroom clerk, lead/storeroom clerk, lead utility, lunchroom aides, truck/van drivers, but excluding: commissary manager, assistant commissary manager, manager, assistant manager, and substitutes and all other managers, confidential employees, **and** supervisors, as defined by the New Jersey Employer-Employee Relations Act, as well as all others persons employed by the Board.
- B.** Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employee.

ARTICLE 2

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, **create and abolish positions in the school district**, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency for the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency; and (g) to establish and approve work schedules and duties and to require employees to follow same.

ARTICLE 3

NEGOTIATIONS PROCEDURE

- A.** The Board and the Association agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1, et seq., in a good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin within thirty (30) days after the Board receives a letter of intent unless both parties agree to an extension of time.

- B.** 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.

- C.** The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of the Agreement with any organization other than the Association for the duration of this Agreement.

- D.** During the term of the Agreement, neither party shall be required to negotiate with respect to any matter covered by this Agreement and within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement unless both parties agree in writing.

- E.** Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

- F.** The Association and the Board shall provide each other the names of the Team members for the purposes of negotiations.

- G.** The Board shall provide for the purposes of negotiation, upon request of the Association's team, data as to salaries for all employees in the unit, hiring dates, and years in position. Such data shall be provided within 30 days of request or as soon as practicable.

ARTICLE 4

GRIEVANCE PROCEDURE

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.

B. Procedure

The time limits specified in the Article may be shortened by mutual agreement in writing.

1. Level One - Informal Attempt to Resolve Grievances:

An employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter informally. If the grievance is not resolved within seven (7) calendar days after this discussion, the employee may proceed to Level Two.

2. Level Two - Superintendent of Schools, or his/her designee:

a. If any employee's grievance is not resolved after having been discussed with his/her immediate supervisor, it shall be submitted, in writing, to the Superintendent, or his/her designee within thirty (30) calendar days after the employee knew, or should have known, of the events or actions upon which the grievance is based. If the grievance is not **filed** within this time period, it shall be waived.

b. Within ten (10) work days after the written grievance has been filed with the Superintendent, or his/her designee, shall hold a hearing on the grievance, unless the grievant waives such hearing in writing. The grievant and one (1) representative shall be present at the hearing and may present such facts as are relevant to the Administration's consideration of the grievance.

c. The Superintendent, or his/her designee, shall render a written decision of the grievance within five (5) working days after the conclusion of the hearing and shall forward a copy of the decision to the grievant and to his/her immediate supervisor.

ARTICLE 4 - GRIEVANCE PROCEDURE

3. Level Three - Board of Education
 - a. In the event the grievant is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered by the Superintendent, or his/her designee, then the grievant, within five (5) work days after the Level Two decision is rendered or should have been rendered, may appeal the grievance to the Board. This appeal shall be taken by notifying the Superintendent, or his/her designee in writing, of same.
 - b. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and one (1) representative. If a committee of the Board reviews the grievance and/or holds a hearing regarding same, the members shall present a written recommendation on the grievance to the entire Board within fifteen (15) working days from their committee's review and/or hearing and within thirty (30) calendar days from the date the Superintendent, or his/her designee, was notified of the Board appeal.
 - c. The full Board shall render a written decision on the grievance if a Board committee does not review same first, within thirty (30) calendar days after the grievance has been filed with the Superintendent or his/her designee, as an appeal to them. If a committee of the Board reviews the grievance and/or holds a hearing regarding same, the full Board shall render a written decision on the grievance within thirty calendar days after the full Board is in receipt of the recommendation of the Board committee. A copy of the Board's decision shall be forwarded to the grievant and his/her immediate supervisor.
 - d. The Board shall not be required to hold a special meeting to comply with the time limits set forth in sub-section "c" above, but shall consider said grievance at the next regularly scheduled Board meeting.

ARTICLE 4 - GRIEVANCE PROCEDURE

4. Arbitration:

- a. If the aggrieved person is not satisfied with the **disposition** of his/her grievance at Level Three, or if no decision has been timely rendered by the Board, he/she may within five (5) working days thereafter, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person. The Superintendent, or his/her designee, shall be so notified.
- b. The parties shall then be bound by the rules and procedures of the Public Employee Relations Committee in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue his decision normally not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been mutually waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties. The decision of the arbitrator shall be binding only on grievances which are based on an alleged specific violation of this agreement, except that grievances may not be submitted to arbitration if they pertain to the following:
 - i. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign and involuntarily transfer.
 - ii. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which, according to law, is beyond the scope of the Board's authority, or limited by law to the Board's authority alone. **-8-**

ARTICLE 4 - GRIEVANCE PROCEDURE

iii. Appointment to or lack of appointment to, retention in or lack of retention in any position.

iv. In deciding grievances, the arbitrator 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 of applicable laws, rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

d. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing in, nor subtract anything from the agreement.

e. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit each grievance in writing to the Superintendent, or his/her designee, directly, and the processing of such grievance shall be commenced at Level Two.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. All meetings and hearings under this procedure shall be conducted in **private** and shall include only interested parties and their designated or selected representatives.

ARTICLE 5

WORK YEAR/ WORK DAY

A. Work Year

1. The in-school work year of all food service personnel employed on a ten (10) month basis shall be the number of days for staff indicated in the annual school calendar.
2. Each employee shall sign-in **and out or as required** at one location in their building as determined by the Director of Nutrition Services.

B. Work Day

1. Six (6), seven (7), seven and a half (7.5) **and eight (8)** hour food service workers shall have a work day inclusive of a thirty (30) minute paid lunch period.
2. Unit Leaders
The Unit Leaders in elementary schools, where the Breakfast Program is in effect, shall work a seven (7.0) hour day. The hours of work for such employees shall be either 7:00 am to 2:00 pm or 7:30 am to 2:30 pm inclusive of a thirty (30) minute paid lunch period. Before the start of each school year, the Unit Leaders in each school shall put in writing to the Director of Nutrition Services which work hours they choose for that particular year.

ARTICLE 5 - WORK YEAR/WORK DAY

C. Lunch Aides

The regular work day for all lunch aides, who do not work the Breakfast Program, shall be three (3) hours per day. Lunch aides shall be offered an additional hour to work the Breakfast Program at each school in the order of seniority within their school.

In the event no lunch aide within the school elects to accept the **Breakfast Program** position, then the position shall be offered to the Food Servers within the building in the order of their seniority. The additional one (1) hour of work required shall be paid at the Food Servers' regular rate of pay pro rata.

An employee from another bargaining unit shall be assigned to supervise the students during the Breakfast Program.

ARTICLE 6

EMPLOYEE RIGHTS

- A.** Pursuant to NJSA 34:13A-1, et seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1, et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.
- B.** Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C.** No employees shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- D.** Whenever any employee is required to appear before any administrator, supervisor, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.
- E.** No employee shall be prevented for wearing pins or other identification of membership in the Association or its affiliates, or any other employee organization.

ARTICLE 7

ASSOCIATION RIGHTS

- A.** Representatives of the Association, the NJEA and the NEA shall be permitted to transact official Association business at all reasonable times, on school property, with the prior approval of the Building Principal and Director of the **Nutrition Services**, or his/her designee, provided that this does not interfere with or interrupt normal school or food service operations.
- B.** Subject to the Board's permit procedure and/or policy and prior approval, the Association shall have the right to use school buildings, except during normal school hours, for meetings.
- C.** The Association shall have the right to use the inter-school mail facilities and school mail boxes. Such use shall be limited to official Association business and shall be consistent with Board policy and applicable laws concerning such use. The Association shall be allowed to use the inter-school mail with the Director of Food Services. No approval shall be required.
- D.** Whenever any Association representative or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings he/she shall suffer no loss in pay.
- E.** In each building in which employees are assigned, the Association shall be provided bulletin board space for the posting of official Association notices, vacancies and the like. Administration is to select reasonable locations.
- F.** Subject to the approval of the Superintendent or designee, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographs, and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies used for the Association.
- G.** The President shall be provided appropriate release time to represent membership issues upon notification and approval of the Director on an as needed basis. This approval shall not be unreasonably denied.

ARTICLE 8

EMPLOYMENT PROCEDURE

- A.** An employee who is resigning from his position shall give two (2) weeks notice.
- B.** Dismissal and Discipline Procedure
1. For any action that does not call for immediate dismissal the following will be the procedure:
 - (a) 1st Offense – Verbal warning and written notification to the Association.
 - (b) 2nd Offense – Written warning and notification to the Association with copy to employee's personnel file.
 - (c) 3rd Offense – Administrative suspension without pay for one (1), two (2) or three (3) days and notification to the Association with copy to the employee's personnel file.
 - (d) 4th Offense – Administrative recommendation of dismissal to the Board and notification to the Association with copy to employee's personnel file.
 2. The procedure outlined above shall apply to separate categories of offenses per year. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of student(s) or another employee(s), it shall proceed immediately to Level 3 or Level 4, above, at the discretion of the Director of Nutrition Services. Such matters shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substances; child molestation; or matters occurring either at the worksite or during the work day which relate to alcohol, fighting (physical altercations), stealing, falsification of reports/timesheets/etc.
 3. Except for cases described above, the employee may appeal any suspension to the board from a Level 3 action. In the case of a Level 4 action, the employee shall have an opportunity to be heard. All matters shall be subject to binding arbitration in accordance with Article 4.

ARTICLE 8 – EMPLOYMENT PROCEDURE

- C.** At no time shall the Board or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties appropriate to his position and consistent with the general job description, except by mutual consent.

ARTICLE 9

SENIORITY

A Seniority

1. Seniority is defined as service by employees who are hired as Trenton Food Service employees in the District under the titles represented in the collective bargaining agreement. Employees shall accrue seniority from their date of hire as a permanent employee through formal Board action. An employee shall lose all accumulated school district seniority if he/she resigns or if discharged for cause, irrespective of whether he/she is subsequently rehired by the District.
2. The Lead Food Server classification and **Unit Leader**, are synonymous for defining seniority.
3. Seniority lists may be provided to the union president in the Fall and Spring of each school year if requested.

B Reduction In Force

1. In the event of a reduction in force, the employee in the position(s) affected, shall be laid off in the inverse order of seniority of the employees in that position(s).
2. Employees laid off in accordance with paragraph B1 shall have bumping rights based on overall seniority within the unit, calculated from date of hire, into lower classifications for which they would meet normal requirements of the job.

- C.** In the event that within three (3) years from the date of an employee's layoff, a vacancy occurs in the position from which he/she was laid off, or some lesser position in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of seniority. The recalled employee shall be entitled to the salary appropriate to that position.

ARTICLE 9 - SENIORITY

- D.** Notice of recall to work shall be addressed to the employee's last address appearing on the records of the district, and sent by certified mail, return receipt requested **and regular mail**. Within two (2) weeks from receipt of such notice of recall, the employee shall notify the **Director of Nutrition Services** in writing, whether or not he/**she** desires to return to the work involved in the recall. If he/**she** fails to reply or if he/**she** indicates that he/**she** does not desire to return to work, he/**she** shall forfeit all of his/**her** seniority and all rights to recall. If he/**she** indicates that he/**she** desires to return to work involved in the recall notice, then he/**she** shall report for such work within two (2) weeks from the date he/**she** receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of **Nutrition Services** or his/her designee. In the event he/**she** shall fail to so report to work, he/**she** shall forfeit all of his/**her** seniority and all rights to recall. **Laid off employees on the recall list shall be responsible for providing the district with an updated address during the three (3) year recall period.**
- E.** Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall be entitled to the seniority accumulated as of the date of layoff. Accumulated sick leave shall be restored to the employee upon recall, provided same has not been reimbursed under Article 14, G.

ARTICLE 10

SALARIES

- A. The salary of each employee covered by this Agreement for the term of this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. Any employee who performs additional duties for an absent employee whose rate of pay is greater shall be paid at the minimum rate of the higher pay scale or an additional \$2.50 per hour whichever is higher. **Additional deliveries required of truck drivers for drivers who are absent shall be compensated an additional \$1.75 per hour. Truck drivers shall no longer be required to transport money from worksites. Unit Leaders assigned to Pre-K to 8 schools shall be compensated an additional \$1.50 per hour.**
- C. Each member of the unit shall be paid in accordance with the current practice until the Board implements the pay schedule outlined in E of this article. Ten (10) month employees will receive their final check on the last scheduled day of work in June.
- D. Any employee transferred or promoted into a different job shall be placed on a salary step of the new guide commensurate with the increase in hours and responsibility of that new job. The Director of Nutritional Services shall determine this new salary guide placement.
- E. Hourly salaries for Lunch Aides shall be as follows:

2004-2005	\$12.00	2005-2006	\$12.50
2006-2007	\$13.00	2007-2008	\$13.50

ARTICLE 10 - SALARIES

- F. For salaried employees, equal paychecks shall be issued and delivered to employees on the 15th and last day of each month. For hourly employees, paychecks for the hours worked through the pay period deadline shall be issued and delivered to employees on the 15th and last day of each month.** When a pay **period** falls on a school holiday or weekend, paychecks shall be issued on the previous workday.
1. In cases of financial hardship, once a year, a request for an advance of not more than 75% of the net check can be made.
 2. A request form must be filed in payroll at least five (5) work days prior to the day the hardship check is required.
 3. The amount of said request will be deducted from the next regular paycheck.
 4. The hardship check can only be used as a separate check between pay periods and not be added to a regular paycheck.

ARTICLE 11

TRANSFERS, VACANCIES AND NEW POSITIONS

- A.** Employees who desire to transfer to another **location** shall file a written statement of such desire with the Office of Human Resources **Department** and the Director of **Nutrition** Services. Such statement shall include the **location** to which he/she desires to be transferred, in order of preference. Requests for transfers and reassignments for the following year **must** be submitted **by May 1st of the current school year**.
- B.** Notice of any involuntary transfers or reassignments shall be given to an employee as soon as practicable.
- C.** Notice of all vacancies **to be filled** and locations **posted** in each school and work site in the food services area, for a minimum of ten (10) **calendar** days

 - 1. Food Service Workers who apply for a vacancy shall receive in writing from the **Human Resources Department** proper acknowledgement of their application/request within ten (10) **calendar** days.
 - 2. The Association must be notified in writing of all transfers, etc.
- D.** The Association shall be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period, of the reason of the delay. **Such notification can be satisfied by supplying the Association with a copy of the Board agenda.**
- E.** When a vacancy is filled from within the district, the appointee shall be notified no later than ten (10) **work** days after the action has been taken by the Board.
- F.** All positions when vacated shall be advertised at the current job classification.
- G.** Every in-house food service worker who applies for a positions above a four (4) hour worker must be screened.

ARTICLE 11 - TRANSFER, VACANCIES AND NEW POSITIONS

H. Unit Leaders

1. The Food Server in each school shall be **screened for** the **posted** position of Lead Food Server in the event the position becomes vacant.
2. In the event the Food Server **is not selected from within the school, there shall be a district wide posting and screening for the position**
3. Newly appointed **Unit Leaders** shall have a probationary period not to exceed sixty (60) day prior to regular appointment.
4. Newly appointed **Unit Leaders**, shall be given adequate on-the-job-training.

ARTICLE 12

EVALUATIONS

- A. All employees in the unit shall receive at least one (1) formal written evaluation annually.
- B. An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least three (3) days before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without prior conference with the employee.
- C. Written evaluations shall be signed by the employee and supervisor with the express understanding that such signature does not necessarily indicate agreement with the contents. The employee shall have the right to submit a rebuttal to be attached to all copies of the evaluation document.
- D. An employee shall have the right, upon **written** request, to review the contents of his personnel file.
- E. No material derogatory to any employee's services, character or personality shall be placed in his/**her** personnel file unless the employee has **received** a copy. The employee shall acknowledge that he/**she** has had the opportunity to review the material by affixing his/**her** signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee shall have the right to submit a written **rebuttal** to such material. **The rebuttal** shall be **sent to Human Resources Department**, and attached to all copies of the material.
- F. **Unit Leaders** shall be required to provide input in the evaluation of the other food service workers *(Food Servers and Lunch Aides). The input of the **Unit Leader** shall consist of: 1) An informal discussion with the Principal and **Director** concerning the performance of other food service workers; 2) Shall not be required to sign any evaluation form and/or recommend or not recommend an employee for continued employment.

ARTICLE 13

PROTECTION OF EMPLOYEES

Employees shall immediately report cases of assault suffered by them in connection with their employment, to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the **Director of Nutrition Services**, who shall comply with any reasonable request from the employee for information in the possession of the **Director of Nutrition Services**, relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE 14
LEAVE POLICIES

A. Sick Leave

1. Employees **as of June 30, 2005**, except lunchroom aides, who are steadily employed by the Board of Education shall be allowed fifteen (15) days for personal illness per year. **New employees hired after June 30, 2005, except lunch aides, shall earn 1.5 sick days per month for each month worked.** Lunchroom aides shall be allowed eleven (11) days. **New Lunchroom aides hired after June 30, 2005, shall earn one (1) day per month for each month worked.**
2. The unused portion of an employee's annual sick leave entitlement, pursuant to this article, shall be cumulative, and to be used for additional sick leave as needed in subsequent years. Employees shall receive by October 1 of each school year a written accounting of their cumulative sick leave as of that point in time.

B. Death in Family

1. All employees, except aides, may be allowed up to five (5) consecutive working days, without loss of pay, at the time of a death in the immediate family.
2. Immediate family shall be defined as spouse, child, parent, brother, sister, **grandparent and grandchild.**
3. Aides may be allowed up to three (3) consecutive working days, without loss of pay, at the time of death in the immediate family.

C. Death of Others

All employees, with the approval of the Superintendent of Schools, or his/**her** designee, shall be allowed an absence of one (1) day **per year** with no loss of pay for the death of others.

ARTICLE 14 - LEAVE POLICIES

D. Personal Business

All employees, except aides, may be allowed up to three (3) days per year to attend to personal business that cannot be taken care of other than during the employee's regular hours of work. All requests for personal business days shall be submitted, in writing, to the Superintendent, or his/her designee, at least five (5) work days prior to the personal leave day requested. The taking of any personal leave is subject to the written approval of the Superintendent or his/her designee. All personal days not utilized during the work year shall be added to the employee's accumulated sick days.

E. Illness in the Immediate Family

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay for all employees, except aides. Immediate family shall mean spouse, child, parent, brother, sister, or other relative living in the same household.

F. Jury Duty

Employees subpoenaed for jury duty shall receive full pay minus the fee paid by the courts for such services.

G. Definition of a "Day"

For purposes of this Article, a "day" shall be equivalent to the number of hours an employee is regularly scheduled to work on a daily basis.

H. Upon retirement or death, employees with fifteen (15) years of more of service in the Trenton School District shall be entitled to reimbursement for all unused accumulated sick leave at the rate of one (1) day of pay for each three (3) days accumulated. For calculation of this amount, the employee's daily pay as of the date of retirement or death shall be utilized.

I. The Board of Education shall grant a childrearing leave without pay to **all employees, except aides** up to two (2) years from the date of birth of the employee's child, or, in the case of adoption, up to two (2) years from the date of adoption. **The Board of Education shall grant a childrearing leave without pay to Lunchroom aides up to one (1) year from the date of birth of the employee's child or in the case of adoption, up to one (1) year from the date of adoption. Health Insurance Benefits shall only be paid by the Board for one (1) year for employees receiving a childrearing leave.**

ARTICLE 14 - LEAVE POLICIES

- J.** All employees, employed for the entire work year who are absent two (2) or less days per year, except for Jury Duty, and/or Death in the Immediate Family, shall receive one (1) additional week's salary in their last pay check.

ARTICLE 15

DUES DEDUCTION/AGENCY SHOP

A. Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Association and its affiliates. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9(e)) and rules established by the State Department of Education. Said monies shall be transmitted **directly** to New Jersey Education Association in accordance with law. NJEA shall disburse such monies to the appropriate association/associations.
2. The Board agrees to deduct from employee's salaries money for services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations or organizations. This shall include credit union loan and savings plan, summer savings plan, etc. Any such deductions shall be made in accordance with Board policy and/or practice. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board of Education and the appropriate Association.

B. Agency Fee

The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative in compliance with Chapter 477, Public Law 1979. The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees, and assessments. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution to the appeal.

1. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board to deduct fair share fees.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

- A.** To encourage educational pursuits, the Board shall reimburse employees the cost of tuition to attend job related workshops or training programs.
- B.** Employees shall also be reimbursed for up to twelve (12) credits per year at the current in-state Mercer County Community College or Thomas Edison State College rates for course work related to employment opportunities in the district.
- C.** Videotape or on-line courses shall be reimbursed for up to twelve (12) credit per year at the current in-state College of New Jersey rate.
- D.** Prior approval must be obtained from the Superintendent of Schools before any course, workshop or training program is taken.
- E.** Tuition shall be paid within thirty (30) days after proof of successful completion of each course, workshop, or training program.

ARTICLE 17

MISCELLANEOUS

- A.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B.** The Board shall **yearly** provide and maintain eleven (11) uniforms **through an outside vendor** for all commissary employees and all cooks. All other food service employees, except lunchroom aides, shall be provided five (5) uniforms per year by the Board, but it shall be their responsibility to maintain them.
- C.** The Board shall provide a printed copy of the Agreement to all members of the unit at the shared expense of the Board and the Association after agreement on format with the Association.
- D.** Longevity **for in district service** shall be paid to each employee as follows:
- After 15 years -- an additional **\$250.00** to be added to the salary of the employee.
 - After 20 years -- an additional **\$450.00** to be added to the salary of the employee.
 - After 25 years -- an additional **\$450.00** to be added to the salary of the employee.
 - After 30 years -- an additional **\$450.00** to be added to the salary of the employee.
 - After 35 years -- an additional **\$450.00** to be added to the salary of the employee.
 - After 40 years -- an additional **\$450.00** to be added to the salary of the employee.
- All of the above longevity payments shall be paid to salaried employees pro rata based on daily hours, i.e., eight (8) hour employee receives 100%; six (6) hour employee receives 75%; four (4) hour employee receives 50%.

ARTICLE 17 – MISCELLANEOUS

- E. The President of the Association shall be notified by the **Nutrition** Service Department in writing of all appointments, resignations, transfers, retirements, extended leaves and/or death of any unit members. This notification shall be made simultaneously with notice to the **Human Resources** Department.

- F. During the term of this agreement, there shall be no strike, work stoppage, refusal to work, sitdown, picketing, boycott or any other interference with or interruption of the normal conduct of the Board's operation by the Association and/or the employees represented by the Association.

ARTICLE 18

MEDICAL BENEFITS

- A.** The Board shall continue to pay the full premium of each employee and in cases where appropriate for family plan insurance coverage through Blue Cross - Blue Shield Hospital, Rider J and Major Medical programs for all employees hired prior to March 1, 1995. Major medical shall be 80/20 and Blue Shield shall be 14/20 series. For any employee receiving the aforesaid medical coverage who retires at age 55 or older with 25 years of service to the district the Board shall pay the premium for individual coverage under the NJ Blue Cross Hospital Service Plan and the NJ Blue Shield Medical Surgical Plan (14/20 series) including Rider J and Medi-Group, Unlimited Major Medical coverage with Blue Cross/Blue Shield with expenses in excess of \$2,500.00 submitted to major medical paid at the rate of 100% all until eligible for Medicare when the Board's obligation shall cease.
- B.** Employees **who are regularly scheduled to work** who work thirty (30) hours or more per week, shall receive family health insurance benefits. Employees who **are regularly scheduled to work** less than thirty (30) hours shall not receive health insurance benefits.
- C.** The Board shall pay the full premium for employee only dental insurance identical to the coverage received by the teachers.
- D.** The Board will assume administrative cost for a payroll deduction program by which employees can purchase family coverage for dental programs.
- E.** The Board shall provide a prescription drug plan with \$3.00/\$5.00 generic option including contraceptives for the full family and dependent children to age 25.
- F.** The Board expressly reserves the right to substitute health benefits plans provided there is no reduction in benefits.

ARTICLE 18 – MEDICAL BENEFITS

G. State Health Benefits Plan

1. At the Board's discretion, all unit members may be covered by the State Health Benefits Plan. The plan will include individual and family health insurance benefits substantially equal to those provided as of September 1, 2000 including dependent coverage to age 23 and HMO coverage with \$5.00 co-pay.
2. However, for dependent who will reach ages of 23-25 during the first three (3) years of the State Health Benefits Plan only, the Board will provide COBRA, at the Board's expense, for those dependents. The employee will have the choice to determine coverage.
3. Employees receiving the waiver bonus as of July 1, 2000 shall continue to receive the waiver bonus for the term of the contract the State Health Benefits Plan is implemented.

ARTICLE 19

DURATION

This Agreement shall be effective July 1, **2005**, and shall continue in effect until June 30, **2008**, subject to the Association's right to negotiate for a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., and as provided in Article 3 herein.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing, pursuant to mutual agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries.

**BOARD OF EDUCATION
THE CITY OF TRENTON
NEGOTIATION TEAM**

**TRENTON FOOD SERVICE
PERSONNEL ASSOCIATION
NEGOTIATION TEAM**

ATTEST:

BOARD SECRETARY

Date: _____

Date: _____