

4-1-3

SOUTHERN GLOUCESTER COUNTY
REGIONAL HIGH SCHOOL DISTRICT

CAFETERIA EMPLOYEES' AGREEMENT

Art. 1 Recognition

The Board of Education of the Southern Gloucester County Regional High School District recognizes the Southern Gloucester County Regional High School District Cafeteria Employees' Association as the exclusive representative for the bargaining unit consisting of cafeteria employees, but excluding the cafeteria manager.

Art. II Grievance Procedure

A. Definition -

1. A "grievance" is an allegation that a specific provision of this agreement has been violated.
2. A "Grievant" is an employee who files a grievance.
3. "Day" means calendar day. Saturdays, Sundays, and state mandated legal holidays are excluded as the last day of the time limit.
4. A "representative" is a person or agent designated to represent either party in the grievance procedure.
5. A "party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures -

1. Grievances shall be processed promptly and expeditiously.
2. Grievances shall be adjudicated according to the terms of this agreement.
3. Formal grievances shall be in writing.
4. Communications and decisions concerning formal grievances shall be in writing.
5. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.
6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedures, and witnesses as determined by the hearing officer, provided requests for such be filed two (2) days prior to the hearing. Institute of Management and Labor Relations

representative representing the Cafeteria Association.

8. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.
9. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
10. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

D. Processing

1. Level 1 - Informal Grievance - a grievant shall discuss informally with his or her immediate superior any alleged violation of this agreement, within ten (10) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance the grievance to level 2.
2. Level 2 - Formal Grievance -
 - A. A grievant shall file a formal grievance within ten (10) days of the occurrence of the grievance and shall specify the cause of the grievance, the nature of the grievance, the evidence and the remedy sought. This information shall be placed on the appropriate grievance form.
 - B. The immediate supervisor shall hold a hearing promptly within five (5) days of receipt of the formal grievance, and shall render his or her decision within five (5) days after the hearing.
3. Level 3 - Appeals to the Superintendent -
 - A. Within five (5) days of the decision at Level 2, the grievant may request and appeal to the Superintendent, the appeal shall include all materials previously submitted.
 - B. The Superintendent shall establish a hearing within ten (10) days following such a request and notify the grievant five (5) days prior to the hearing date.
 - C. Five (5) days after the hearing is completed, the Superintendent shall notify the parties in interest of his decision on the matter.
4. Level 4 - Appeals to the Board of Education -

Grievances appealed to the Board of Education shall be processed as in Level 3, except that the Board will establish a hearing within thirty (30) days. The Board shall forward its decision to the grievant within ten (10) days after the adjournment of the hearing. The decision of the Board in these matters shall be final and binding.

D. General Provisions -

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing or the pendency of a grievance shall not impede the normal management and operation of the school.
3. All records of grievance processing shall be filed separately.
4. Forms for a grievance processing shall be mutually agreed upon by the parties to the agreement. The Superintendent will distribute these forms as they are needed by employees.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

Art. III Hours of Work

The hours of work for all employees covered by this contract shall be as scheduled by the Board of Education.

Art. IV Work Year

The work calendar of all employees in this bargaining unit shall be as established by the Board of Education.

Art. V Work Continuity

- A. The Association agrees that during the lifetime of this agreement neither the Association nor any person acting on its behalf will cause, authorize, support or take part in any strike, concerted failure to report for work, willful absence of an employee from his or her position, stoppage of work or other absence in whole or in part; from the full, faithful and proper performance of the employee's duties of employment. The parties agree that no work stoppage, slowdown, walkout or other job action will be conducted against the Board. The Association agrees that if such action should occur it will constitute a material breach of this agreement.
- B. In the event of a strike, slowdown, walkout, job action or other form of concerted action it is agreed that participation in any such activity by any Association member or any member of this bargaining unit shall entitle the Board to invoke the following: such activity will be grounds for termination of employment of such employee or employees, subject to the provisions of state law.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- D. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or inequity or injunctive relief or damage relief or both in the event of a breach of this provision of the contract by the Association, its members or bargaining unit members.

Article VI MANAGEMENT RIGHTS

The Board reserves to itself and its agents full jurisdiction and authority over matters of policy and retains the right, subject only to the specific 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 and for just cause, to suspend, to demote, to 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 the efficiency of the operations of the school district entrusted to the Board; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Article VII WHOLY INCORPORATED PROVISION

This agreement incorporates the entire understanding of the parties as all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either party or both parties at the time they negotiated or executed this agreement. 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.

Article VIII TERMINATION OF AGREEMENT

This agreement shall be effective as of July 1, 1979 and shall continue in full force and effect until June 30, 1986, subject to the Association's right to reopen negotiations one hundred and twenty (120) days before the required submission date of the school district's budget in the years 1981-1982-83, 1983-84, 1984-85, 1985-86 on wages only. All other provisions of this contract shall remain in full force and effect until June 30, 1986.

WITNESS WHEREOF, the Association and the Board have signed this agreement by action of those designated officers:

Eric Lindmeier
President - Southern Gloucester County
Regional High School District Cafeteria
Employees' Association

Stephen J. Moore
President - Southern Gloucester County
Regional High School District Board of
Education

Bonnie Garrison
Secretary - Southern Gloucester County
Regional High School District Cafeteria
Employees' Association

Pauline M. Loyle
Board Secretary - Southern Gloucester
County Regional High School District

ARTICLE IX - SALARY

July 1, 1979 to June 30, 1980 and July 1, 1980 to June 30, 1981

COOK	<u>STEPS</u>	<u>1979-80</u>	<u>1980-81</u>
	1	\$3.51	\$3.76
	2	3.76	4.02
	3	3.95	4.23
	4	4.14	4.43
BAKER	<u>STEPS</u>	<u>1979-80</u>	<u>1980-81</u>
	1	\$3.45	\$3.69
	2	3.69	3.95
	3	3.87	4.14
	4	4.04	4.32
CASHIER	<u>STEPS</u>	<u>1979-80</u>	<u>1980-81</u>
	1	\$3.36	\$3.60
	2	3.51	3.76
	3	3.69	3.95
	4	3.87	4.14
FOOD WORKER	<u>STEPS</u>	<u>1979-80</u>	<u>1980-81</u>
	1	\$3.26	\$3.49
	2	3.36	3.60
	3	3.61	3.86
	4	3.69	3.95

ADDENDUM
TO THE AGREEMENT BETWEEN THE
SOUTHERN GLOUCESTER COUNTY
REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE SOUTHERN GLOUCESTER COUNTY
REGIONAL HIGH SCHOOL DISTRICT
CAFETERIA EMPLOYEES' ASSOCIATION

Salary Guide - July 1, 1981 to June 30, 1983

<u>COOK</u>	<u>STEPS</u>	<u>1981-82</u>	<u>1982-83</u>
	1	Open	Open
	2	\$ 4.14	\$ 4.49
	3	4.42	4.80
	4	4.87	5.28
<u>BAKER</u>	1	Open	Open
	2	\$ 4.06	\$ 4.41
	3	4.35	4.72
	4	4.75	5.15
<u>CASHIER</u>	1	Open	Open
	2	\$ 3.96	\$ 4.30
	3	4.14	4.49
	4	4.55	4.94
<u>FOODWORKER</u>	1	Open	Open
	2	\$ 3.84	\$ 4.17
	3	3.96	4.30
	4	4.35	4.72

IN WITNESS WHEREOF, the Association and the Board have signed this agreement by action of these designated officers:

[Signature]
 President - Southern Gloucester County
 Regional High School District
 Cafeteria Employees' Association

[Signature]
 President - Southern Gloucester County
 Regional High School District Board
 of Education

[Signature]
 Secretary - Southern Gloucester County
 Regional High School District
 Cafeteria Employees' Association

[Signature]
 Board Secretary/Business Administrator
 Southern Gloucester County Regional
 High School District