

AGREEMENT

between

PATERSON BOARD OF EDUCATION

and

AMALGAMATED INDUSTRIAL UNION
LOCAL 76B-92 UFWA-AFL-CIO

(Cafeteria Employees)

EFFECTIVE DATE:

July 1, 1985 through June 30, 1988

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TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	WITNESSETH	1
I	RECOGNITION	2
II	NEGOTIATION OF SUCCESSOR AGREEMENT	3
III	GRIEVANCE PROCEDURE	4
IV	SICK LEAVE - PERSONAL LEAVE	9
V	TEMPORARY LEAVES OF ABSENCE	10
VI	DUES DEDUCTION	12
VII	WORK YEAR	15
VIII	TRANSFERS AND RE-ASSIGNMENTS	16
IX	SALARY - LONGEVITY	18
X	OVERTIME	20
XI	UNIFORM ALLOWANCE	21
XII	HEALTH - MEDICAL BENEFITS	22
XIII	RIGHTS OF REPRESENTATION	23
XIV	MISCELLANEOUS PROVISIONS	24
XV	DURATION OF AGREEMENT	25
XVI	COMPLETENESS OF AGREEMENT	26
XVII	BOARD RIGHTS	27

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AGREEMENT

This Agreement entered into this _____th day of _____, 1985 by and between the AMALAGAMATED INDUSTRIAL UNION, LOCAL 76B-92 UFWA-AFL-CIO, hereinafter called the "UNION" and the PATERSON BOARD OF EDUCATION, hereinafter called the "BOARD."

WITNESSETH

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. Pursuant to the provisions of Chapter 303 of the Laws of 1968, the PATERSON BOARD OF EDUCATION hereby recognizes the AMALGAMATED INDUSTRIAL UNION, LOCAL 76B-92 UFWA-AFL-CIO as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all cafeteria personnel excluding the Director of the Cafeteria, Dietician and Cafeteria Aides connected with the "Hot Lunch Program."
- B. Unless otherwise indicated references in the Agreement to male employees shall include female employees and words in the singular shall include words in the plural where the text so requires.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303 Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of cafeteria workers employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all cafeteria workers, except as limited above, be reduced to writing and be executed and adopted by the BOARD and the UNION.
- 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.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the UNION, and inequitable, improper or unjust application, interpretation or violation of BOARD policy, this Agreement, or an administrative decision, except that the term "grievance" shall not apply to:
1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 2. A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.
- B. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) calendar days from the time when the grievant knew or reasonably should have known of its occurrence.

C. PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

(b) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the BOARD until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. The employee grievant, no later than five (5) working days after the receipt of the decision of his immediate superior may appeal the decision to the Secretary-School Business Administrator. The appeal to the Secretary-School Business Administrator must be made in writing specifying:

(a) the nature of the grievance

- (b) the nature and extent of the injury, loss of inconvenience;
- (c) the results of previous discussions
- (d) his dissatisfaction with decisions previously rendered.

The Secretary-School Business Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The Secretary-School Business Administrator shall communicate his decision in writing to the employee grievant, to the UNION and to the immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) working days after receipt of the Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Secretary who shall attach all related papers and forward the request to the Board of Education. The BOARD or a committee thereof, shall review the grievance and shall, at the option of the BOARD, hold a Hearing with the Employee grievant and render a decision in writing and forward copies thereof to the grievant and to the UNION within thirty (30) calendar days of receipt of the appeal or if a Hearing is granted, within (30) thirty calendar

days of the date of the Hearing. The referred to Hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

5. If the decision of the BOARD does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, he shall so notify the UNION within ten (10) working days of receipt of the BOARD's decision. If the UNION determines that the matter should be reviewed further, it shall so advise the BOARD through the Secretary-School Business Administrator within twenty (20) working days of receipt of the BOARD's decision.
6. The following procedure will be used to secure the services of an arbitrator:
 - (a) A request by either the UNION or the BOARD will be made to the New Jersey State Board of Mediation for a panel of arbitrators to be selected in accordance with the rules of the New Jersey Mediation Board.
 - (b) The arbitrator so selected shall confer with the representatives of the BOARD and the UNION and hold Hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the Hearing or, if oral Hearings have been waived, then from the date of

the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in 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 submitted to the BOARD and the UNION and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement. All expenses for the Arbitrator shall be equally shared by the parties. Expenses for any witness shall be borne by the party calling said witness.

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ARTICLE IV

SICK LEAVE - PERSONAL LEAVE

- A. All cafeteria workers except substitutes shall be entitled, beginning with the first official day of the school year whether or not they report on that day to ten (10) sick days and five (5) personal days. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit.
- B. Employees planning to be absent for personal reasons shall notify the Principal, a reasonable time in advance (not less than five (5) days except in case of emergency). Personal days will not be allowed either the last day prior to or the first day after a school holiday or holiday period.

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves:

Cafeteria workers shall be entitled to the following non-accumulative leaves of absence with full pay each year.

1. Death:

- (a) Cafeteria workers are entitled to four (4) calendar days leave for each death of spouse, child, parents, siblings, grandparents or spouse's parents.
- (b) Cafeteria workers are entitled to a total of three (3) calendar days leave for death of related members of the immediate household.
- (c) Days taken in accordance with section 1(a) and 1(b) of this Article shall be consecutive calendar days, one of which shall be the day of the funeral.
- (d) In the event of death of a cafeteria worker in the Paterson School District, two (2) cafeteria employees shall be selected and granted sufficient time off to attend the funeral by the Supervisor.

(e) Immediately upon return to school from a death leave, cafeteria workers shall complete and file with the Board of Education a death leave form which shall be available in the Office of the Supervisor of Food Services.

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ARTICLE VI

DUES DEDUCTION

- A. The BOARD agrees to deduct from the salary of its employees, UNION dues for the said employees individually; provided however, the employee voluntarily advises the BOARD to make such deduction. The BOARD agrees to deduct UNION dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, and under rules established by the State Department of Education.
- B. If a bargaining unit member does not become a member of the UNION effective September 1 of each year, or during the course of the year if s/he is a new employee, said unit member shall be required to pay a representation fee to the UNION for that membership year. The purpose of the fee is to offset the cost of services rendered by the UNION.
- C. Prior to September 1 of each year, the UNION shall notify the BOARD in writing of the amount of the regular membership dues charged by the UNION. The representation paid by non-members shall be equal to 85% of that amount.
- D. If the representation fee is increased by law, it will automatically be increased at the beginning of the next UNION membership year.

- E. Prior to September 1, the Treasurer of the UNION shall submit to the Board Secretary a list of employees who have not become members. The BOARD will commence deducting the representation fee in the October paycheck and transmit it to the UNION.
- F. If an employee terminates his/her employment or is terminated by the BOARD, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.
- G. As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.
- H. On the last working day of each month the BOARD will submit to the UNION Treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.
- I. The BOARD agrees to advise each new applicant of his right to join the UNION or to give a representation fee deducted from his check during the first thirty (30) days of employment.

- J. The UNION agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.
- K. The UNION agrees to indemnify and hold the employer harmless against any liability, course of action or claims of loss whatsoever arising as a result of said deductions.
- L. The parties agree that the above shall become effective on July 1, 1985 for implementation on September 1, 1985.

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ARTICLE VII

WORK YEAR

- A. The work year shall not exceed 182 days.
- B. The work day shall include every day that school is in regular attendance.
- C. The work day shall conform to the calendar for the cafeteria workers in the Paterson School System.

ARTICLE VIII

TRANSFERS AND RE-ASSIGNMENTS

- A. No later than May 1 of each year, the Secretary/Business Administrator shall deliver to the UNION and post in all school buildings a list of the known vacancies which shall occur during the following year. Cafeteria workers who desire a change or who desire to transfer to another building may file a written statement of such desire with the Secretary/Business Administrator no later than April 1. Such statement shall include the school or school cafeteria workers' desires to be transferred to in order of preference. As soon as practicable, and no later than July 15, the Secretary shall notify the UNION by mail of the system-wide schedule showing the names of all new cafeteria workers and transfers known to him at that time.
- B. In the determination of request for transfer, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

- C. All transfers whether requested or required shall be subject to review by the Secretary/Business Administrator of the BOARD if the employees so desire. Transfers shall not be made for arbitrary or capricious reasons and shall be based on the needs of the school system.
- D. All individuals affected by transfers and reassignments shall be notified in writing no later than July 15, when possible.
- E. On all vacancies which may occur, regular cafeteria employees shall receive first consideration. The senior substitute shall have the next preference. This preference may be waived without jeopardizing the right to first preference in the future. Upon the regular cafeteria employee's waiving the preference, the vacancy shall be offered next to the next senior substitute and the procedure shall continue until seniority has been exhausted. The BOARD shall maintain the right to determine the location of the employment.

ARTICLE IX
SALARY - LONGEVITY

A. The following salary guide shall be in effect for employees during the term of this contract:

<u>CLASSIFICATION</u>	<u>1985-1986</u>	<u>1986-1987</u>	<u>1987-1988</u>
Cook-Manager (Class A)	\$7,750	\$8,225	\$8,700
Cook-Manager (Class B)	3,725	4,200	4,675
Cafeteria Employee (Class A)	7,275	7,675	8,075
Cafeteria Employee (Class B)	3,450	3,850	4,250
Substitute Employees	\$3.10/hr.	\$3.10/hr.	\$3.10/hr.

B. Longevity increments shall be added to the salary of all employees except Substitute Employees at the beginning of the school year following the employee's anniversary date as follows:

1. \$225.00 after the completion of ten (10) years of service in the Paterson School System.
2. \$225.00 after the completion of fifteen (15) years of service in the Paterson School System.
3. \$225.00 after the completion of twenty (20) years of service in the Paterson School System.

C. Effective September 1, 1985, employees who retire under the Public Employees Retirement System shall receive a lump sum payment according to the following formula and procedure:

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1. Two (2) day's salary for every five (5) days of unused sick leave up to a maximum of sixty (60) days of salary during 1985-86. The maximum shall increase to seventy (70) days of salary during 1986-87. In 1987-88, the formula shall change to one (1) day's salary for every two (2) days of earned sick leave to a maximum of eighty (80) days of salary.
2. No payment shall be made under this section unless the retiring employee has at least forty (40) days of unused sick leave available as of the retirement date.
3. Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 1/200th.
4. Payment shall be made within thirty (30) days following the employee's effective date of retirement.
5. In the event of death, the employee's estate shall receive said payment.

ARTICLE X

OVERTIME

- A. Overtime will be paid after forty (40) hours at the rate of one and one-half (1-1/2) times the regular rate of pay and double time on holidays and Sundays. Overtime shall be equitably applied through seniority rotation.

ARTICLE XI
UNIFORM ALLOWANCE

A. All employees except Substitute Employees shall receive the following uniform allowance during the term of this contract. Allowance to be paid the month of September each year:

1985-86	\$120.00
1986-87	\$135.00
1987-88	\$150.00

B. The BOARD shall determine the uniform to be worn by the employee.

ARTICLE XII

HEALTH - MEDICAL BENEFITS

A. Hospital-Medical

The BOARD will continue to furnish hospital-medical benefits to all employees and their dependents except Substitute Employees. The BOARD shall pay the full premium for this coverage.

B. Family Dental Plan

The BOARD shall pay the premiums covering a family dental plan for all employees except Substitute Employees.

C. Employee Drug-Prescription Plan

The BOARD shall pay the premiums for all employees except Substitute Employees for a Drug-Prescription Plan one (\$1.00) dollar co-pay. The plan covers the employee only until January 1, 1987, after which time it will include full family coverage.

D. The Dental and Drug-Prescription Plans shall be the same as currently in effect for the Teachers of the School District.

E. The BOARD reserves the right to change any of the Medical-Dental Prescription Plans as long as benefits are not reduced.

ARTICLE XIII

RIGHTS OF REPRESENTATION

- A. The UNION will notify the BOARD in writing of the names of BOARD employees who are designated to represent a grievant at any Hearing to be held. The BOARD employee so designated will be permitted to confer with other employees, UNION representatives and BOARD representatives, provided however the BOARD employee shall not be required to be absent from work.
- B. UNION representatives will be permitted to confer with BOARD employees, provided, however, the Secretary of the BOARD shall be notified of the proposed conference. Such UNION representative shall be recognized by the BOARD as the authorized agent for the UNION in all matters between the parties.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. If a cafeteria employee is absent and the BOARD has sufficient advance notice, the BOARD shall attempt to hire a substitute as early in the day as possible, for the full day, if possible.
- B. Regular cafeteria workers shall have an opportunity to apply for summer work in the cafeteria.
- C. New cafeteria applicants will be asked at the time of hire whether their preference is for a four (4) hour or a six (6) hour position.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1985, through and including June 30, 1988, without any reopeners.

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ARTICLE XVI

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all negotiable issues which were or could have been the subject of negotiations.

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ARTICLE XVII

BOARD RIGHTS

A. The BOARD hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States; including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the BOARD and its properties and facilities and the activities of its employees;
2. To hire all employees and to determine their qualifications or assignment, and to promote and transfer employees;
3. To establish a code of rules and regulations of the BOARD for the operation of the BOARD;
4. To make all decisions relating to the performance of the BOARD's operations, educational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
5. To determine the standards of performance of the employees;

6. To take actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the BOARD in its exclusive right to administer itself and control the work of its personnel, not to deny or restrict the BOARD in any of its rights, responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance.
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the BOARD not

specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22nd day of January 1985.

PATERSON BOARD OF EDUCATION

AMALGAMATED INDUSTRIAL UNION
LOCAL 76B-92 UFWA-AFL-CIO

By: *Charles G. Hill*

By: *[Signature]*

Attest: *Mary P. Morris*

Attest: _____

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