

Contract no. 1407

OFFICIAL

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AGREEMENT BETWEEN
CAFETERIA WORKERS
OF
UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS
AND
THE BOARD OF EDUCATION
OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION
1990-93

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ARTICLE 1
PRINCIPLES

- A. This Agreement is negotiated in order to establish the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article 2.A attached hereto and made a part hereof.
- B. The Board and the Association recognize the importance of orderly and expeditious resolution of disputes which may arise and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- C. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will in good faith honor, support, and seek to fulfill.
- D. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in direct conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE 2
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all cafeteria workers.

B. Definition of Employee

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 female employees shall include male employees.

ARTICLE 3

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975, as amended, the Board shall not effect any change in Policy concerning terms and conditions of employment except those negotiated and contained herein.

B. No later than February 15, 1989, the Board agrees to initiate negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals. Each party shall promptly

make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

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.

F. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 2 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party In Interest

A "party in interest" is the person or persons making the claim and any, person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievances as defined above. Both parties agree that these proceedings will be kept as informal and confidential as may be legal and appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days for making determinations indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One: Director or Immediate Supervisor, Informal Level

A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) school days of its occurrence or within fifteen (15) school days after the grievant would be expected to know of its occurrence.

3. Level Two: Building Supervisor

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she may file the grievance in writing with the Association within three (3) school days. Within ten (10) school days, the grievance shall be referred to the Building Supervisor by the Association. If there is no Building Supervisor, grievance proceeds to the next level. The Building Supervisor shall be the School Business Administrator.

4. Level Three: Superintendent

If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision is reached within five (5) school days after the grievance was referred to the Building Supervisor, then within ten (10) days the grievance shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within fifteen (15) school days after its presentation.

5. Level Four: Advisory Arbitration

a. If the aggrieved person is not satisfied with the disposition of her grievance at Level Three or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, she may, within five (5) school days after a decision by the Superintendent of fifteen (15) school days after the grievance was delivered to the Superintendent, request in writing that the Association submit its grievance to arbitration as defined below; if the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission.
- 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 not later than twenty (20) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the same issues are submitted to her. The arbitrator's decision shall be in writing and shall set forth his 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 submitted to the Board and Association and shall be advisory to the parties except that if the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, then all subsequent decisions arising during the same contract year shall be binding on both parties.

- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5 (b) of the Article.
- e. The costs for 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 the same.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by herself, legal counsel, at her option, by a representative(s) selected or approved by

the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at

Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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.

4. Forms

Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in the Article, unless the aggrieved party elects otherwise.

ARTICLE 5

EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board hereby agrees that every employee shall have the rights pursuant to Chapter 123, Public Laws 1974, as amended.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she may have under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member representative or agent thereof concerning any matter which the said administrator, supervisor, or Board knows or should have known which could adversely affect the continuation of that employee in her position, employment, or the salary or any increments pertaining thereto, then she 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 her during such a meeting or interview. Association representative will be on her own time.

- E. Every employee will be provided with a locker with a functioning lock to store coats, shoes and other personal belongings while working.
- F. All work areas, restrooms and locker rooms shall be kept in a clean and safe condition.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board and Association agree to make available to each other in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, budgetary requirements and allocations, agenda and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be in the possession of either party to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided they are on their own time, and provided that this shall not interfere with or interrupt normal school operations.

- D. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. The administrator of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required of the administrator in charge which approval shall not be unreasonably withheld.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, copying machines, calculators, 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 incident to such use and normal requisition shall be required.
- F. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes and without the approval of the building administrator or other members of the administration.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other labor organization(s) representing any portion of the unit or potential member of the unit, except as provided for under applicable law.

ARTICLE 7

WORK YEAR

A. The work year of cafeteria workers shall be September 1 through June 30.

B. Daily Work Hours

1. A duty-free uninterrupted lunch period of one-half ($\frac{1}{2}$) hour.
2. Each employee working more than five and one-half ($5\frac{1}{2}$) hours per day shall receive two (2) fifteen (15) minute coffee breaks per day, one (1) in the A.M. and one (1) in the P.M., in addition to duty-free lunch. Employees working five and one-half ($5\frac{1}{2}$) hours or less shall receive one (1) fifteen (15) minute break.
3. Regular employees shall be scheduled for a minimum of four (4) hours per day.

C. Substitutes

The Board recognizes the need to employ substitutes whenever an employee is absent and shall attempt to employ substitutes whenever an employee is absent. If no substitute can be obtained, additional work, up to one and one-half ($1\frac{1}{2}$) hours per absent employee, may be authorized to permit adequate clean-up. In the event of a long term absence where absence is known in advance, substitute(s) shall be sought for the period of expected absence rather than day to day.

D. Employees shall be guaranteed one hundred eighty-one (181) work days per year, in addition to the holidays specified in Article 17.

ARTICLE 8

UNIFORMS

- A. Each cafeteria worker who is a regular employee shall be reimbursed up to one hundred fifty-five dollars (\$155.00) for 1990-91; one hundred seventy dollars (\$170.00) for 1991-92; and one hundred eighty dollars (\$185.00) for 1992-93, for the purchase of uniforms, workshoes and work accessories.
- B. Reimbursement shall not be more than thirty (30) days after submission of proper documentation.

ARTICLE 9

OVERTIME

A. Definition

Overtime is any time spent at regular duties or other assigned duties, consistent with this Agreement either before/after regular daily work hours, or any day other than provided in the regular work year. (Seven [7] work hours per day or thirty-five [35] work hours per week.)

B. The administration shall not be arbitrary and unreasonable in the assignment of overtime. Any assignment which requires a return to work after a break at the end of the normal work day shall be automatically deemed to be overtime.

C. All overtime will be rounded to the nearest quarter hour at the end of each pay period. This will be remunerated at the rate of one and a half ($1\frac{1}{2}$) times the hourly salary.

ARTICLE 10
EMPLOYEE EVALUATION

A. Job Evaluation

A copy of any job or performance evaluation of an employee by the school will be given to the employee. The employee shall sign the copy of the evaluation to be retained by the school. The signing by the employee means that she has read the evaluation and does not mean acceptance. Evaluation will be done at least once during each school year.

B. Personnel Records

1. File

An employee shall have the right, upon reasonable notice not to exceed three (3) working days, to review the contents of her personnel file and to receive copies (one time only) at Board expense of any documents contained therein.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in her personnel file unless the employee has had the opportunity to review such material. The employee shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with

the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent or her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

4. The administration shall have no authority to reveal the content of the employee's file to any outside inquiry except with the written consent of the employee, or as required by law.

ARTICLE 11

TYPES OF LEAVES

A. Sick Leave

1. All regular employees are entitled to ten (10) sick leave days each school year. However, it is understood that same are on a pro-rata basis, that is, if any employee works five (5) days a week, four (4) hours a day, she receives ten (10) four-hour (4-hour) sick days and if an employee works three (3) days a week, Monday, Wednesday, Friday and is off sick on a Monday and Tuesday, she would be paid for the Monday only. In those instances where an illness extends for more than four (4) consecutive days the Board may request a physician's report.

2. Compensation for Unused Sick Leave

Unused sick days may be accumulated for future need pursuant to New Jersey Statutes. An employee upon retirement or termination of employment with proper notification shall be paid an amount of money calculated at the rate of twenty dollars (\$20.00) per day for each day of accumulated sick leave. It is understood, however, that those employees working twenty-seven and one-half (27½) hours per week or less shall receive ten (\$10.00) per day.

Payment shall be made for the current contract year on the basis of twenty dollars (\$20.00) per day times the number of months worked and ten dollars (\$10.00) per day times the number of months remaining in the contract year.

B. Temporary Leave of Absence

Regular employees shall be entitled to the following temporary accumulative leaves of absence with full pay each school year.

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking it under this Section. No more than one person or five percent (5%) of the department can have a personal day at the same time. Full allotment of personal days may be taken at any time during the contract year, but may not be

appended to any holiday or recess period except on an emergency basis and approved by the Superintendent. Personal days not used will be added to the accumulated sick day entitlement for succeeding years. If for any reason a member of this Association is terminated or leaves her employment, the personal days will be prorated as follows:

1 day from September 1 through November 30

1 day from December 1 through February 28/29

1 day from March 1 through June 30

The employee will reimburse the Board of Education from her final pay for any personal days that the employee has taken and is not entitled to as prorated above.

2. Bereavement

Up to five (5) consecutive working days at any one time in the event of the death of an employee's wife, husband, child, mother, father and up to three (3) consecutive working days at any one time in the event of the death of a brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren.

If any of the above are members of the employee's immediate household, then the five (5) day provision will apply.

3. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid her regular pay, less any pay which she received from the state or federal government.

4. Other Leaves

Other leaves of absence with pay may be granted by the Board of Education.

5. Jury Duty

There will be no loss of pay due to the absence caused by compliance with a court subpoena or jury duty when compliance is mandatory and must be carried out during school hours. Where person(s) exercising the benefits provided them in this Section receive pay for services performed on jury duty or to comply with a subpoena, they will receive their regular pay for such absence (exclusive of jury duty expense monies paid to the employee).

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon her receiving a de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

3. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of her competence.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family (limited to spouse, children, parents). Additional leave may be granted at the discretion of the Board.

D. Other Leaves

Other leaves of absence without pay may be granted by the Board at the Board's discretion.

E. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A of this Article, an employee shall be considered as if she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level she

would have achieved if she had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, D of this Article.

2. Benefits

All benefits to which an employee was entitled at the time of her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return and she shall be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

F. All leaves and extensions or renewals of leaves shall be applied for in writing and if granted, shall be in writing.

ARTICLE 13

INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide the health care insurance protection designated for all full-time employees. The Board shall pay the full premium for each full-time employee and, in cases where appropriate, for family-plan insurance coverage during the contract period.

1. Provisions of Coverage

The health insurance carrier(s) shall be State Health Benefits Commission. This coverage shall include Blue Cross-Rider J, Blue Shield and Major Medical or HMO if available at the employee's option and with the employee paying fee-differential.

B. Dental Plan

The Board of Education agrees to pay full premium for a dental plan for employees and their immediate family - the coverage to be not less than described in the New Jersey Service Plan Brochure as 50/50 Basic, 50/50 Prosthodontics, 50/50 Orthodontics.

C. Prescription Drug Plan

The Board agrees to provide a one dollar (\$1.00) co-pay prescription drug plan for full-time employees working twenty (20) hours per week commencing in the 1991-92 school year (coverage includes spouse and children under the age of 19 living at home and children to age 23 who are full-time students).

ARTICLE 14

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age or marital status.

B. Board Policy

The Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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, unless there is a substantial change in the meaning or effect of any other provision because of said validity.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject

to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail, return receipt requested, at the following addresses:

1. If by Association, to the:

Board of Education
1776 Raritan Road
Scotch Plains, NJ 07076

2. If by Board, to the:

Cafeteria Workers Association
1776 Raritan Road
Scotch Plains, NJ 07076

F. All regular employees and their dependents may take credit and non-credit courses at Union County College and UCVTS tuition free. (Requirement: employment for one (1) year before this can be used by a dependent.) Subject to tuition waiver agreement by Union County College and Board Policy.

G. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Association shall be responsible for distributing

copies to all employees in the unit now employed and hereafter employed by the Board.

- H. No employee shall be required to do work that is normally the responsibility of the custodial staff, exclusive of normal spillage and bona fide emergencies. All equipment used shall be clean and safe.
- I. A joint Cafeteria Worker's Association-Administration Advisory Committee to be established for the purpose of providing recommendations to the Superintendent. Said suggestions will be for the purpose of greater cafeteria utilization and increasing overall income productivity of the cafeterias. The joint committee shall be advisory in nature and consist of four members, two appointed from the Association membership by its president; and two members from the administration appointed by the superintendent.

ARTICLE 15

SALARIES

A. Salary Guide

The Salary Guide is attached hereto and made a part hereof.

B. Method of Payment

The annual salary will be paid in ten (10) equal monthly installments, with voucher payable on request as per current practice.

C. Salary Deductions

The Board agrees to deduct from the salaries of the Association members dues for the Association, the Union County Education Association, the New Jersey Education Association or the National Education Association as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association of the 15th of each month following the monthly pay period in which deductions were made. It shall be the responsibility of the person so designated to disburse such monies to the appropriate associations.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- D. In the event an employee is assigned the work of an individual receiving a premium for specialized duties, then that employee shall receive the premium rate for those hours worked filling in for the person receiving the premium on a regular basis. In the event an employee is requested to perform the supervisory duties of the cafeteria manager when the cafeteria manager is out for one day or more, said cafeteria worker assigned the additional duties and responsibilities shall receive a one dollar (\$1.00) per hour premium.
- E. In the initial year of employment, anyone hired prior to February 1 of a given contract year shall qualify for increment for that year. Anyone hired subsequent to February 1 will not qualify for increment for that year.

ARTICLE 16

SENIORITY

- A. Seniority is defined as an employee's total length of service with the Board beginning with her date of permanent hiring.
- B. In the event of a seasonal layoff, if the Board determines that employees are needed during a specified period, then layoffs will be on a rotating schedule.
- C. In all cases of promotion, demotion, nonseasonal layoff, recall, shift assignment, building assignment and other situations where substantial advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference provided the employee has the ability to perform the work involved after a reasonable training period.
- D. No regular employee shall suffer loss of pay (when scheduled to work) due to emergency closing.
- E. The Board shall cause to be drawn up and posted in a conspicuous place in each cafeteria a seniority list of all cafeteria workers to determine eligibility for overtime and any other benefit consistent with this Article.
- F. Any employee recalled from a reduction in force shall be placed on their appropriate step of the salary guide had not a reduction in force not taken place.

ARTICLE 17

HOLIDAYS

The Board shall provide fourteen (14) paid holidays to members of the Association.

Holidays for 1990-91, 1991-92, 1992-93, will be posted when calendars are approved by the Board of Education.

ARTICLE 18

HIRING & PERSONAL WORK

A. Hiring

All members of the bargaining unit shall be given a contract or salary notification by April 30 of each contract year which specifies hourly rate(s), dates and terms of the appointment for the succeeding year. All individual contracts shall be in compliance with the master Agreement.

B. Personal Work

No employee shall be required to do work of a strictly personal nature for other employees.

ARTICLE 19

REPRESENTATION CLAUSE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the

remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the employee begins her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination

If an employee who is required to pay a representation fee terminates her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as

nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected; any deductions made more than ten (10) days after the Board receives said notice.

CAFETERIA WORKERS' ASSOCIATION

Salary Guide

<u>Step</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1	\$6.75	\$7.25	\$ 7.75
2	6.85	7.35	7.90
3	7.00	7.50	8.00
4	7.10	7.65	8.20
5	7.20	7.75	8.35
6	7.35	7.85	8.45
7	7.55	8.00	8.55
8	7.65	8.25	8.75
9	8.10	8.35	9.00
10	8.35	8.85	9.10
11	8.70	9.10	9.65
12	9.00	9.50	9.95
13	9.35	9.80	10.35
14	9.70	10.20	10.70
15	11.35	12.15	13.00

The Board of Education reserves the right to establish the hourly rate paid substitute cafeteria workers since substitutes are not made part of this Association's contract.

Premium Work 1990-93

1. Additional 85¢ per hour for bookkeeper/head cashier-Baxel Hall
2. Additional 40¢ per hour for bookkeeper/head cashier-West Hall
3. Additional 25¢ per hour for assistant bookkeeper/cashier

ARTICLE 20
DURATION OF AGREEMENT

A. Duration Period

The Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.

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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

CAFETERIA WORKERS ASSOCIATION
UNION COUNTY VOCATIONAL-
TECHNICAL SCHOOLS

BY: *Jessie Ann Johnson*
President

BY: *Jane McKeenan*
Secretary

DATE: 1-16-91

BOARD OF EDUCATION OF
THE VOCATIONAL SCHOOLS
IN THE COUNTY OF UNION

BY: *Charles S. Mancuso*
Charles S. Mancuso
President

BY: *Michael E. Petro*
Michael E. Petro
Secretary

DATE: 1/16/91