

4-3234

19-06

AGREEMENT

between

THE FRANKLIN BOARD OF EDUCATION

and

THE FRANKLIN PUBLIC SCHOOL  
CUSTODIAL ASSOCIATION

(CAFETERIA STAFF)

July 1, 1979 - June 30, 1980

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THIS AGREEMENT entered into this first day of July, 1979, by and between the Board of Education of the Borough of Franklin, hereinafter called the "Board", and the Franklin Public School Custodial Association, an unincorporated association, hereinafter called the "Association".

WITNESS, that WHEREAS, the majority of the cafeteria staff of the Franklin Public School system has designated the Franklin Public School Custodial Association as their representative for the purpose of collective negotiations in accordance with and pursuant to the provisions of N.J.S.A. 34:13A-513, and,

WHEREAS, the Association and the Board have reached certain understandings which they desire to confirm in this Agreement pursuant to Chapter 303 of the Public Laws of 1968:

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All cafeteria personnel shall be covered under this contract concerning grievance terms and conditions of employment. This agreement, however, shall exclude the head chef and other administrative personnel.
2. All cafeteria employees are regular employees of the Board of Education of the Borough of Franklin.
3. This agreement shall be the sole employment contract between the Board and the Association with respect to cafeteria employees, except that a statement of employment will be given to each cafeteria employee by the Board, and each employee shall sign his acceptance or rejection of the offer so that the Board of Education will know whether or not that employee will be a member of the staff.
4. This agreement shall continue in effect until June 30, 1980.

RA ratIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof do ratify, acknowledge and agree that this contract agreement effective July 1, 1979, shall constitute the agreement between the Association and Board pursuant to Chapter 303 Public Laws of 1968 until further modified in accordance with the provisions thereof.

Dated:

FRANKLIN PUBLIC SCHOOL  
CUSTODIAL ASSOCIATION

BY David A. B. [Signature]  
Cafeteria Staff Representative

[Signature]  
Secretary of Board of Education

Board of Education of the Borough of  
Franklin

[Signature]  
President of Board of Education

[Signature]  
President, Franklin Public School  
Custodial Association

## SECTION 11

## 1. SALARIES:

All cafeteria employees covered under the terms of this agreement shall receive compensation at an hourly rate of \$3.95.

## SECTION 111

## ABSENCE:

1. Any employee who may have cause to be absent from work must give notice to the head chef or his designate the night before such absence or not later than one hour before his starting time. Failure to comply with the above shall cause forfeit of payment of one full day's salary.

a. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

b. Absence for personal illness shall be allowed, and shall include full pay not exceeding ten working days in any one year. If fewer than the permitted number of days of sick leave are taken in any one year, the number of days not utilized shall be accumulative.

c. In case of illness extending beyond the employee's sick leave credit, no hourly salary will be earned.

d. In all absence where sick leave exceeds five consecutive school days, the employee may be required to file a physician's certificate with the school superintendent.

2. Absence due to death or illness in the employee's family.

a. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days.

b. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.

c. Absence due to serious illness in the immediate family which makes it necessary for the employee to remain home will be granted for two full days without loss of pay.

d. Absence due to the death of non-immediate members of the family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. Employees pay less half day's pay shall be allowed for the other two days.

3. Personal leave:

a. Three days leave will be granted without loss of pay for legal, business, household or family matters which require absence during working hours.

b. Personal days shall be accumulative to sick leave when not used.

c. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed without pay upon the approval of the superintendent.

d. Absence from work by reason of a subpoena shall be allowed without pay provided that the subpoena is filed with the superintendent.

4. The rate of pay for a paid absence or leave shall be based on the average number of hours per day for which the employee is ordinarily employed.

5. Cafeteria workers will be paid their regular salary while on jury duty but the jury duty check must be turned back to the Board. Proof of service must be submitted.

#### SECTION IV

##### 1. HOLIDAYS:

The following will be paid holidays for all employees:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 4. Labor Day        |
| 2. Good Friday    | 5. Thanksgiving Day |
| 3. Memorial Day   | 6. Christmas Day    |

Each employee may take one additional paid holiday on a day to be mutually agreed upon by the chef and the employee.

Two days of N.J.E.A. Convention will be allowed as paid holidays if school is closed. If school is open, two other days when school is closed will be allowed at the discretion of the Board as paid holidays.

The holiday rate of pay shall be based on the average number of hours per day for which the employee is ordinarily employed.

If any of the above-mentioned holidays fall on a Saturday, the day before (Friday) should be considered as the paid holiday.

In the event the holiday falls on a Sunday, the following day (Monday) should be considered as a paid holiday.

#### SECTION V

##### 1. BENEFITS:

The Board will provide family coverage under the State Health Benefits Plan including Blue Cross, Blue Shield, Major Medical Insurance and Rider J, and will provide single employee dental care coverage for all employees working the number of hours per week required for eligibility.

The Board will provide two (2) uniforms per year for each cafeteria worker.

Upon retirement, each employee shall be entitled to be reimbursed in the amount of \$10 per day for each day of sick leave which has been accumulated by the employee during the course of employment.

SECTION VI

1. SENIORITY

In the event of a reduction in force concerning staff employees or a reduction in hours, such reduction shall be made on the basis of seniority except, however, an employee with less seniority may be retained where said employee performs functions which the next senior employee is unable to perform.

## GRIEVANCE PROCEDURES

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

### 1. Grievance procedures shall be conducted on the following levels:

**Level 1:** In the event that any person, while in the employ of the Board of Education of the Borough of Franklin shall for any reason be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration, or the Board of Education, said employee shall present this immediate superior for consideration in verbal or written form.

A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

**Level 2:** In the event that the controversy cannot be settled by the "immediate supervisor", or, if the decision reached after hearing is not acceptable to the employee, the employee shall, within 5 days after the decision of the "immediate supervisor" have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

A. Upon referral of a complaint to the Superintendent of Schools, the "immediate supervisor" to whom the appeal was first made may prepare a written report of his findings and decisions which said report shall be submitted to the Superintendent and the complainant. The Superintendent of Schools may review the matter informally. If both parties agree, or, if not, he shall thereupon establish a hearing date not more than 10 days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his decision within 5 days after the close of said hearing or review, unless both parties shall consent to an extension of said time.

**Level 3:** In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent, the complainant within 10 days thereafter, notify the Superintendent of his intention to exercise his right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies which shall be delivered to the complainant's immediate supervisor and the Superintendent of Schools, whereupon the school Board at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

K. Upon application for review by the Board of Education, the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings, for the Board of Education which said report shall be submitted to the complainant for his or her review at least 5 days prior to the scheduled hearing of the case by the Board.

Level 4: The aggrieved person may, after a hearing by the Board as per level 4, if not wholly satisfied by their judgement appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the Franklin Custodial Association which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and the school system in event of acceptance or rejection of the relief sought and further confer with the principal parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten (10) days after the decision of the committee, the Board and the Franklin Custodial Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty (20) days after said conference. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

II. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon 3 days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her, or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon 3 days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the 4th level, this may be done, if it is mutually agreeable to both parties.

A. Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

B. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief administrator of the school system to all employees affected by the said decision.