

BOARD OF EDUCATION
PINELANDS REGIONAL SCHOOL DISTRICT

Board of Education

AGREEMENT

with the

PINELANDS REGIONAL FOOD SERVICE ASSOCIATION

REPRESENTING THE
FOOD SERVICE EMPLOYEES

of the

PINELANDS REGIONAL SCHOOL DISTRICT

AGREEMENT PERIOD

July 1, 1989 to June 30, 1991

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ARTICLE I

RECOGNITION

The Board of Education of the Pinelands Regional School District, hereinafter called the "Board, recognizes the Pinelands Regional Food Service Association, hereinafter called the "Association" as the majority representative for collective negotiations with the Board, pursuant to Chapter 123 of the Laws of 1975, concerning the terms and conditions of employment for employees identified within the classification of this contract. Individuals employed on a diem, per hour, or substitute basis shall NOT be represented by the Association.

Classification of employees within this contract shall include and be limited to:

General Food Employees/Cashiers
Assistant Cook
Cook

The term "Employee" when used hereinafter in this Agreement shall refer to any employee in the above enumerated classification and who is represented by the Association.

The foregoing recognition shall continue in effect until the Public Employment Relations Commission shall have certified a new representative for a negotiating unit.

Specifically excluded from this Agreement and any representation thereto shall be:

Maintenance Employees
Custodial Employees
Bus Drivers
Supervisory Personnel
Certificated Teaching Staff
White Collar Support Staff represented by
Pinelands Education Association
Confidential Employees

Step 3: If the grievance is not settled at Step 2, the grievant shall have five (5) days after receipt of the Food Service Supervisor's written decision to appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and shall state (a) the nature of the grievance, (b) the nature and extent of the injury, loss, or inconvenience to the grievant, and (c) the dissatisfaction with decisions previously rendered. The Superintendent shall respond in writing to the grievant and the Association representative within ten (10) working days.

Step 4: If the grievance is not resolved at Step 3, the grievant or the Association representative may request, no later than five (5) working days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent, and the Board shall render a decision in writing within one (1) calendar month.

- D. No reprisals of any kind shall be taken by the Board, its administrators, or the Association against any grievant or his representatives by reason of his participation in the grievance procedure.
- E. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement.

8. Emergency closing of school, etc., will not affect the annual wages of Association members insofar as the student school year may be accomplished and the necessary staff luncheon days and preparation and clean-up. Two (2) advance preparation days -- August; Five (5) staff luncheons -- August/September; Two (2) final clean-up -- June.
 9. In the event inordinate emergency closings occur, employees shall be required to fulfill the adjusted calendar.
 10. Part-time employees (less than four (4) hours per day) shall be paid at the rate of the minimum wage.
 11. Employees shall be entitled to a free lunch each working day. No food or containers are to be taken home at any time unless specifically approved by the Food Service Supervisor and with some monetary charge; i.e., one-half half price for leftover sandwiches that cannot be sold.
 12. Effective July 1, 1986, in order to be eligible for an increment, a full-time or daily-employed part-time employee must have worked and/or been on an approved paid leave of absence (under the terms of this contract) for one-half of the scheduled work days for the employee's category plus one day during the previous contract year.
- D. The Association shall have the right to use school facilities for meeting of its organization. All requests for such use of school facilities shall be cleared in advance with the Coordinator of Facility Use. An employee cannot attend any such meeting which is held during his/her working hours. The Association agrees that it will restore any facilities used to their pre-meeting condition.
- E. The Board shall deduct from employees' salaries money for any and all of the following as requested by such employee:
1. Health and Accident Insurance, including HMO
 2. Annuities
 3. Contributory Life Insurance
 4. M.O.N.O.C.
 5. United Way
- F. Employee contracts for individuals covered under this Agreement shall be limited to a period not to exceed one (1) calendar year commencing with the date of employment through the next ensuing June 30th. Successor contracts shall stipulate July 1 through June 30th next ensuing.

ARTICLE III
1990-91
ANNUAL CONTRACT

Schedule II

Hours Worked Including 1/2 hour Lunch	General Food Employee/Cashier	<u>Asst. Cook</u>	<u>Cook</u>
5	\$ 6,459		
5 1/2	7,179		
<hr style="border-top: 1px dashed black;"/>			
6	7,893	\$8,752	\$ 9,807
6 1/2	8,623	9,556	10,351
7	9,345	10,351	11,206
7 1/2	10,062	11,134	12,070
8	10,777	11,943	12,936

Food Service employees shall be compensated for the 1990-91. school year as listed below:

Jean McCollough	5 hrs.	\$ 7,716
Dorothy Bonomo	7 hrs.	\$10,802
Sharon Clark	7 hrs.	\$10,802
Sharon Stavely	6 hrs.	\$10,233
Ida West	8 hrs.	\$13,068
Marie Patzner	6 hrs.	\$10,160
Ruth Sprague	8 hrs.	\$13,894
Irene Zarnowski	8 hrs.	\$13,894
Evelyn Brown	8 hrs.	\$14,099
Agnes Pharo	8 hrs.	\$14,099
Mary Sweeney	8 hrs.	\$15,472 (Asst. Cook)
Rose Gale	8 hrs.	\$17,073 (Head Cook)

The salary guide listed in Schedule II above shall represent the starting salary for employees new to the district.

ARTICLE V

HEALTH INSURANCE

Employees working twenty (20) hours or more per week on a regular basis shall be provided with group health insurance coverage for themselves and their immediate families at the Board's expense.

The Board additionally agrees to provide all unit members all group health benefits as offered and provided to any other Association or unit within the school district.

Registration for the above health insurance benefits plan is the responsibility of the employee. Application for enrollment in the plan(s) shall be made in the office of the Board Secretary

The Board reserves the right to change insurance carriers at any time, and the Board shall maintain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

Group benefits shall be provided only in accordance with the terms of each individual plan and its rules, regulations and procedures.

The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article not later than October 1 each year which shall include a clear description of conditions and limits of coverage as listed above.

Effective July 1, 1989, the Board shall contribute the full premium paid under the \$1.50 co-pay per unit employee to a family prescription plan. The Board's limited contribution to this plan shall be the unit employee cost to the family prescription \$1.50 co-pay plan which represents the premium for the unit employee for the 1989-91 school years.

Effective July 1, 1989, the Board shall contribute a maximum annual contribution per unit employee of \$285.00 for a family dental plan.

ARTICLE VI

WORKMEN'S COMPENSATION INSURANCE

All employees of the Board shall be provided with insurance coverage, at Board expense, for all injuries occurring in performance of the employee's regular duties, provided such injuries are promptly reported to the employee's immediate supervisor.

The Board reserves the right to change Workmen's Compensation carriers at any time, and the Board shall retain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

ARTICLE XI

SICK LEAVE

It is the policy of the Board to provide Food Service employees with sick leave.

- a. All Food Service employees shall be granted up to ten (10) sick leave days per year based on one (1) day per each working month throughout each working year.
- b. Sick leave days shall be accumulative throughout the course of employment in the district and may be used for illness in subsequent years.
- c. The Board shall review any case where an employee has exceeded his/her accumulated personal illness days, and the Board may grant, on an individual case by case basis up to an additional ten (10) days per year, which shall be provided at the employee's rate of pay, less appropriate substitute's pay, should the Board deem it appropriate.
- d. Employees shall be required to provide medical proof of illness upon request of the Superintendent.
- e. Payment for Unused Sick Leave Upon Retirement
 1. Employees must be eligible for and actually retire under the auspices of the P.E.R.S. system.
 2. In order to be eligible for said payment, the employee must give four (4) months written notice of intention to retire.
 3. In cases of disability, certified for the purposes of retirement, the notice provision under 2. will be waived.
 4. The Board may waive the notice requirement in other cases at its own discretion. Such waiver or its denial is not grievable.
 5. In order to be eligible for said payment, the unused sick leave days of a retiring employee (defined in 6. below) shall be at least 70% of the available accumulated sick leave days (defined in 7. below) as modified in 8. and 9. below.
 6. "Unused sick leave days" is defined to mean all sick leave days available to the employee at the time of retirement including converted unused personal leave day.
 7. "Available accumulated sick leave days" is defined to mean all sick leave days credited upon initial employment and those credited to the employee annually under the terms of Article XI, a., b. and c. Those unused personal leave days which have been converted to accumulated sick leave days do not constitute "available" accumulated sick leave days, but are included under "unused sick leave days" under 6. above.
 8. Employee absences of ten (10) consecutive days or more which have been certified by a physician at the time of the absence will be credited toward the total 70% but such days will not be compensated under 9. below.

ARTICLE XIII

FUNERAL DAYS

The Board of Education shall provide for three (3) non-accruing days per year for attendant services as a result of death in the immediate family (spouse, child, parent, parents-in-law, grandparents).

ARTICLE XIV

MILITARY LEAVE

The Board supports the patriotism displayed by staff serving in active reserve status of the military services. Therefore, employees assigned to participate in training exercises of official branches of the armed services shall receive full compensation during their absence from the district for a period not to exceed two (2) weeks per contract year of employment.

A certified copy of the order for active duty must accompany each request. It is expected that employees will advise their supervisor well in advance of their departure in order that the district may schedule to its requirements. N.J.S.A. 38:23-1.

ARTICLE XV

COFFEE BREAK

Fifteen (15) minutes per each half shift generally at mid point, but as scheduled by supervisor.

ARTICLE XVI

TUITION REIMBURSEMENT

The Board will pay the tuition and cost of course texts/materials which could enhance an employee's performance provided:

- a. The course is approved by the Food Service Supervisor;
- b. The course is taken at Pinelands Regional High School.

DURATION OF AGREEMENT

"This Agreement shall be effective as of July 1, 1989 and shall continue in effect through June 30, 1991. This Agreement shall not be extended orally, and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

The Board representatives and the recognized employee representatives, as selected by their respective organizations, shall enter into collective negotiations concerning a successor Agreement to this one not later than November 1, 1990. Such negotiations shall begin with the complete proposals of employee representatives submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practical prior to November 1, 1990.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon."

PINELANDS REGIONAL FOOD SERVICE ASSOCIATION

By: *Rose T. Gale*
President

By: *Rose T. Gale*
Secretary

PINELANDS REGIONAL SCHOOL DISTRICT

By: *James E. Moore*
President

By: *Mildred Lussing*
Secretary