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AGREEMENT

BETWEEN

NEW BRUNSWICK CAFETERIA WORKERS ASSOCIATIONS

1992-1995

PREAMBLE

This Agreement entered into this 1st day of July, 1992 by and between the Board of Education of New Brunswick, New Jersey hereinafter called the "Board" and the New Brunswick Cafeteria Workers Association. thereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

Form # 1008

ARTICLE I - RECOGNITION

The Board of Education of the City of New Brunswick recognizes the New Brunswick Cafeteria Workers Association as the sole and exclusive collective bargaining agent for all cafeteria workers, food preparers and satellite leader, and assistant cooks and head cooks, full time.

The Board agrees that it will, during the term of this Agreement, deal exclusively with the Cafeteria Workers Association as the bargaining representative of the above mentioned employees.

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 127, Public Law 1971, to negotiate with the Association as the representative of employees designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into negotiations in accordance with Chapter 123, Public Laws 1974, in good faith to reach agreement on all matters concerning the terms and conditions of employment by October 4, 1978. Any agreement so negotiated shall apply to all Association personnel, be reduced to writing, be signed by the Board and Association, and be adopted by the Association and the Board.
- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization or individuals other than the Association.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by signatories to the contract.
- D. Representatives of the Board and the Association shall meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement. All meetings between the parties shall be regularly scheduled whenever possible.
- E. It is agreed that this Agreement supersedes all prior agreements and represents and incorporates the complete and final understanding and settlement, by the parties of all bargaining issues which were or could have been the subject of negotiations. All prior agreements are null and void.

ARTICLE III - GRIEVANCE PROCEDURES

Any differences of opinion, controversy or dispute between the Board and the Association involving the interpretation or application of any of the provisions of this Agreement, shall be considered a grievance when submitted by the Association or the employee affected. In the event a grievance is made, the following procedure must be followed:

Level I

1. The aggrieved employee will first discuss the matter with the supervisor within five (5) calendar days from the date of the occurrence which gives rise to his/her claim.

Level II

1. If the aggrieved is not satisfied with the disposition of the grievance at Level I, the aggrieved may proceed to refer his/her grievance in writing to his/her supervisor within five (5) calendar days from the disposition given at Level I.

Within ten (10) calendar days of the receipt of the written grievance, the Supervisor shall render a decision in writing to the aggrieved.

Level III

If the aggrieved is not satisfied with the written disposition of the grievance, the aggrieved may appeal the grievance in writing to the Superintendent of Schools within five (5) calendar days of the receipt of the written answer to Level II. If further action is not received within ten (10) days from the Superintendent's office, the aggrieved may appeal to the Board. The Board may conduct a hearing. The Board shall render its decision within thirty (30) calendar days from the receipt of the appeal to the Superintendent's office or the date of the hearing, if one is held, whichever date is later. The decision of the Board shall be final and binding.

ARTICLE IV - BENEFITS

A. Personal Days

1. As of the beginning of the 1978-79 school year, association members shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year:

a. Three (3) leave of absence, for religious or personal business, serious family illness, serious household or family matters which require absence during school hours. Notification to the Association member's immediate supervisor for personal leave shall be made five (5) days before the taking of such leave, except in cases of emergency. In the cases of emergency, notification shall be given orally to the supervisor with written notification to be turned in upon the Association member's return to school. Consecutive personal days or personal days, prior to or after a holiday, will not be granted except at the discretion of the Superintendent of Schools. Personal days to accept other temporary employment or work at the polls for renumeration shall not be granted.

2. Personal days not used will be added to the Association member's accumulated sick leave days.

B. Death

1. In the event of death of an Association member's spouse, child parent, brother, sister and/or any other relative living in the household, five (5) days shall be allowed.

2. In the event of death of an Association member's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparents, three (3) days shall be granted.

3. In the case of death of a relative or close friend, one (1) day will be granted.

C. Sick Leave

1. An Association member employed on a ten (10) month basis shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Association members shall be given a written accounting of accumulated sick leave days as soon as possible in September of each school year.
3. When any Association member is out sick, he/she shall notify his/her immediate supervisor.
4. Upon retirement, under P.E.R.S., all Association members shall receive \$34.00 per day for every day of their accumulated sick leave days in 1992-1995.
5. The Association members shall be entitled to take all sick leave days at any time during the year commencing with the first day of employment. Association members who do not work a full year are entitled to one sick leave day per month worked.
6. Cafeteria workers who have worked for the district for twenty or more years and are RIF'd shall be paid \$34.00 per day for their accumulated sick leave days.

ARTICLE V - EXTENDED LEAVE OF ABSENCE

A. Maternity

This article shall conform with the order of the New Jersey Division of Civil Rights effective March 23, 1973.

B. Other leaves of absence without pay may be granted by the Board.

ARTICLE VI - INSURANCE PROTECTION

- A. As of the beginning of the 1978-1979 school year, the Board provide health care insurance protection according to the agreed policy as attached hereto.
- B. The health and dental insurance carrier shall be a carrier approved by the Board for all units for all coverage; basic hospitalization and medical-surgical coverage, extended benefits coverage and major-medical coverage.
- C. The Board shall provide to each Association member a description of the health care insurance coverage provided under this Article upon hiring. This description shall include a clear description shall include a clear description of conditions and limits of coverage as listed above.
- D. Association members aged 65 or over shall be reimbursed for Medicare insurance fees.
- E. As an alternative to the Board's health insurance program, the Association member may elect to participate in the Rutgers Community Health Program. Association members may change from one plan to the other, but only during designated enrollment periods.
- F. It is agreed that beginning with employees hired July 1, 1992 medical benefits will be provided for those employees who work 25 hours or more per week. Employees hired after July 1, 1992 who work less than 25 hours per week will not receive medical benefits.

ARTICLE VII - SALARIES

A. The salaries of all Association members covered by this Agreement shall be determined by using the guide set forth in SCHEDULE A.

ARTICLE VIII - JOB POSTING

1. As of July 1, 1978, all positions for job promotions shall be posted in the cafeteria kitchens of all buildings in all schools concerned as soon as occur.
2. When a new position is created in Food Services, first preference will be given to existing personnel employed by the Board.
3. Consideration for position will be based on time in service and qualification. No existing Association member shall be refused said position due to race, color, age or place of residence.

ARTICLE IX - TUITION REIMBURSEMENT

- A. The sum of \$500 will be budgeted each school year for course reimbursement subject to a limitation of \$50 per member per year on a first-come-basis.
- B. All course work must be related to job responsibilities and must be approved by the Supervisor of Food Services.

ARTICLE X - MISCELLANEOUS

- A. Overtime will be paid for hours worked in excess of 40 hours per week at the rate of time and a half.
- B. The Board agrees to deduct from employee's salaries a fixed monthly sum as authorized by the employee on deduction authorization card and forward such sum to the New Brunswick Savings Bank. Employees may join or discontinue the program in July and January only.
- C. The work year will consist of two hundred (200) paid days including paid holidays.
- D. Existing personnel will be given first preference for any summer positions that may be created.
- E. Presently, the Board of Education has no intention to subcontract food services within the district. The Board of Education gives the Association reasonable assurance that no subcontracting for food services will take place during the term of this agreement. However, this assurance cannot survive beyond June 15, 1995. If the Board of Education should contemplate privatization of food services after June 15, 1995, the Association will be notified and will be permitted the opportunity to consult with the Board regarding this matter.

ARTICLE XI - JURY DUTY

- A. The Board agrees to grant Association members leave of absence, with pay when called to jury duty.
- B. The Board shall retain the right to request that an Association member be excused from jury duty if it is felt that it is in the best interest of the school system that he/she not be released from his/her working duties at any given time.
- C. The Supervisor of Food Services is to be given notice of an Association member's obligation to serve as a juror. Such notice must be sufficient enough so as to permit the Supervisor of Food Services enough time in order to make arrangements to cover the absence of said member or to make arrangements for getting said Association member excused from jury duty.
- D. If for any reason said Association member cannot be excused from jury duty, he/she shall receive full pay for every day served on jury duty.

ARTICLE XII - POSITION OF ASSISTANT COOK

1. An Assistant Cook, if appointed to a given school, will have the following responsibilities:
 - a. He/she shall assist the Head Cook on a daily basis in preparing the main meal, taking inventory, receiving incoming shipments, and directing other cafeteria personnel in their duties as necessary.
 - b. He/she shall assume the duties of "Head Cook" when the Head Cook is absent due to illness, personal days off, death in his/her family or any other valid absence of the Head Cook that may occur.
 - c. The selection of the employee for this position shall be made by the Supervisor of Food Services with any suggestion from the Head Cook from the building in which the above position may be created for.
 - d. The administration reserves the right to determine which kitchens need an assistant cook.
 - e. Any assistant cook currently in the position shall remain in that position until vacated.
2. The person so appointed will be placed on the Assistant Cook's salary guide at a step just above the person's current hourly rate.

ARTICLE XIII-COMPENSATION FOR ASSUMING THE RESPONSIBILITIES OF A HEAD COOK

- A. Any Association member who shall assume the responsibility and duties of a head Cook shall be compensated at the appropriate step on the Head Cook's hourly salary guide.
- B. The person so appointed will be placed on the Head Cook's guide at a step just above the person's current hourly rate.
- C. The above mentioned sum shall commence on the fourth day of the Head Cook's absence and continue until said Head Cook returns if an Assistant Cook assumes the position.
- D. In schools where there is no Assistant Cook a Cafeteria Worker assuming the responsibilities and duties of a Head Cook shall be compensated from the first day as outlined in B above.
- E. In schools with Satellite Leaders, a Cafeteria Worker assuming the responsibilities and duties of the Satellite Leader will be placed on the Satellite Leader's salary guide at a step just above the person's current hourly rate.
- F. The decision of deciding who will assume the responsibilities shall remain solely with the Director of Food Services.

SCHEDULE A

Step	Head Cook			Satellite & Asst. Cook			Worker		
	92-93	93-94	94-95	92-93	93-94	94-95	92-93	93-94	94-95
1	10.45	10.61	10.89	9.25	9.47	9.80	6.95	7.02	7.19
2	10.70	10.87	11.15	9.40	9.62	9.95	7.15	7.23	7.39
3	10.95	11.13	11.41	9.55	9.78	10.10	7.35	7.44	7.59
4	11.20	11.39	11.68	9.70	9.93	10.26	7.55	7.64	7.81
5	11.45	11.65	11.96	9.85	10.09	10.43	7.85	7.85	8.03
6	11.80	11.91	12.23	10.00	10.24	10.59	8.05	8.16	8.24
7	12.05	12.27	12.50	10.15	10.40	10.76	8.25	8.37	8.57
8	12.25	12.53	12.89	10.30	10.56	10.92	8.40	8.58	8.79
9	12.45	12.74	13.16	10.50	10.71	11.08	8.55	8.74	9.01
10	12.60	12.95	13.38	10.70	10.92	11.25	8.75	8.89	9.17
11		13.10	13.60		11.13	11.47	9.00	9.10	9.34
12			13.76			11.68	9.25	9.36	9.56
13							9.80	9.62	9.83
14								10.19	10.10
15									10.70

Service Increments 92-95

10 years	175
15 years	240
20 years	475
25 years	700
30 years	900

Note: Salary steps and longevity will be frozen for 92-93. However, beginning in 93-94 persons will resume moving up one step per year.

Miscellaneous Provisions

1. \$150 a year will be granted to all Association members who successfully complete the three year Food Service Certification Course.
2. \$40 a year will be granted to all Association members who successfully complete and earn a Cook's Certificate.
3. \$40 a year will be granted to all Association members who successfully complete and earn General Worker's Certificate.
4. Association members will be granted a \$150 uniform and shoe allowance per year upon presentation of proof of purchase.
5. High School Head Cook will be paid an additional \$400 per year.

ARTICLE - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1995. In witness whereof the parties shall hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries.

New Brunswick Association of
Cafeteria Workers

By Barbara Shaffer
President

By Jean Conway
Secretary

Date 7/31/92

New Brunswick Board of
Education

By [Signature]
President

By [Signature]
Secretary

Date 7/31/92