

4-3047

07-54

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1973  
by and between the Board of Education of the Borough of Rutherford, New Jersey,  
hereinafter called the "Board" and The Rutherford Chapter of the New Jersey  
School Food Service Association, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare  
that providing and serving a quality lunch to the children of the Rutherford  
School District is their mutual aim and,

WHEREAS, the Board has an obligation pursuant to Chapter 303,  
P.L. of 1968 to negotiate with its employees relative to the terms and conditions  
of employment and,

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

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

73-74

## Article I

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions for all regularly employed personnel including:

All cafeteria helpers

All cafeteria cooks

but excluding:

Dietician

- B. Unless otherwise indicated, the term "cafeteria employees" shall refer to all employees represented by the Association in the negotiating unit as above defined.

## NEGOTIATIONS PROCEDURE

1. The parties agree to enter into collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of all employees for whom the Rutherford Chapter of the New Jersey School Food Service Association is authorized to negotiate. Such agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and approved by the membership of the Association.
2. Either the Board or the Association, upon written request, shall convene a meeting for the purpose of conducting negotiations. The request for the meeting when made by the Association, shall contain insofar as possible, a listing of all requests to be included in discussions to take place at the scheduled meeting. The discussions for the particular meeting in question shall not concern themselves with any other matter other than the matters listed by the Association in its requests for discussion.
3. Either side shall have the right to utilize the services of not more than two (2) consultants in its deliberations.
4. The negotiating teams on each side shall consist of not more than three (3) members with the right being given to either side to have one roving member who shall participate in discussions in the absence of any one of the regularly designated members.
5. In the event either side proposes to have a consultant at any of the negotiating sessions, it shall notify the other side forty-eight (48) hours in advance and upon such notification the side so notified shall have the right, if it so elects, to have its own consultant present.
6. Whenever tentative agreement is reached upon any provision to become incorporated in a contract, the parties shall endeavor to have said agreement reduced to writing and subject to approval by counsel for either side to recommend that said writing be incorporated as a part of the final draft of the agreement into between the parties and approved.
7. Minutes of the negotiation sessions shall be approved by both the Association and the Board negotiating committees, and signed by the chairman of each negotiating committee.

## GRIEVANCE PROCEDURE

### DEFINITIONS

The term "grievance" means a complaint by any employee that, as to her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract;
- (b) In matters where a method of review is prescribed by State law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

The term "party" means an aggrieved employee, her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

The term "day" shall mean a calendar day.

## PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fourteen (14) calendar days of the occurrence complained of, or within fourteen (14) calendar days after she would reasonably be expected to know of its occurrence. Failure to act within said fourteen (14) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present her own appeal or to designate a representative to appear with her at any step in her appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss her grievance orally with her immediate superior. A written decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit her grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance;
  - (b) The results of the previous discussion;
  - (c) The basis of her dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the immediate superior of the aggrieved employee.
8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and her representative, if there be one, of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the aggrieved party.

12. The appellant in her appeal to the Board shall have the right to appear unless she notifies the Board within seven (7) days that she does not so desire, in which event the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the aggrieved parties thereto who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, her representative if there be one, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, she shall discuss her grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth,

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

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

19. 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 representatives, heretofor referred to in this ARTICLE.

20. All employees shall be entitled to resort to the full procedure hereinabove set forth.

1. This contract shall be for the period September 1, 1973 to June 30, 1974.
2. Prior to employment, each prospective employee shall have a physical examination given by the School Physician.
3. Each employee shall become a member of the Public Employees Retirement System of the State of New Jersey.
4. The Board shall furnish two (2) uniforms yearly to each employee. Laundering to be done by the employee.
5. All personnel shall be entitled to full coverage Blue Cross/Blue Shield, Major Medical and Rider J, with the Board assuming the cost. In addition, the Board shall pay the entire cost of the family plan if the individual member so elects.
6. Each employee shall be allowed up to ten (10) sick days per contract year which shall be cumulative.
7. The following salary guide will be in effect for 1973-74:

	(4 hours-Helpers)	Average Hourly Pay		(6½ hours-Cooks)	Average Hourly Pay
Step 1	1,659 (prorated)	2.30	Step 1	3,238 (prorated)	2.77
Step 2	1,806 (prorated)	2.51	Step 2	3,436 (prorated)	2.94
Step 3	1,932 (prorated)	2.68	Step 3	3,624 (prorated)	3.10

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President, Rutherford Chapter  
N. J. School Food Service Association

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President, Rutherford  
Board of Education

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Secretary, Rutherford Chapter  
N. J. School Food Service Association

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Board of Education