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RUTGERS UNIVERSITY

1976 - 1977

CONTRACT AGREEMENT

between

~~BERGENFIELD BOARD OF EDUCATION~~

and

~~BERGENFIELD CAFETERIA STAFF UNIT~~

PREAMBLE

In order to effectuate the Provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 303, P.L. of 1968, this agreement is made and entered into on this

\_\_\_\_\_ day of \_\_\_\_\_

by and between the Bergenfield Board of Education (hereinafter referred to as the "Board") and the Bergenfield Cafeteria Staff Unit (hereinafter referred to as the "Unit").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Bergenfield Cafeteria Staff Unit as the exclusive negotiating representatives, as defined under the laws of the State of New Jersey as written in Title 18A of the Revised Statutes Annotated of the State of New Jersey and in accordance with Chapter 303, P.L. of 1968, for all non-certified Cafeteria Staff employees under contractual commitment.

ARTICLE II

GRIEVANCE PROCEDURE

1. Any individual member of the Unit shall have the right to appeal the application of policies and administrative decisions affecting him. Any person presenting a question or appeal in matters covered by this agreement shall be free from restraint, interference, coercion, discrimination or reprisal as a result of said question or appeal. He shall have the right to present his own appeal or to designate representatives of the Unit to appear with him or for him at any step in his appeal.

GRIEVANCE PROCEDURE (continued)

2. The initial discussion shall be made with the individual's immediate supervisor except those directly responsible to the School Business Administrator. In the event that the nature of a grievance makes it inappropriate to follow the regular channel of this procedure, such grievance may be presented in writing to the next higher level. If the authority at this level considers the reason for by-passing the regular channels to be insufficient, he shall notify the complaining party of his decision so that the grievance may be presented through the regular channels.

3. If, as a result of the discussion the matter is not resolved to the satisfaction of the employee within five school days, he shall set forth his complaint in writing to his immediate superior. His superior shall communicate his decision to the employee in writing within three school days of receipt of the written complaint.

4. The employees may appeal his supervisor's decision to the School Business Administrator. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. The School Business Administrator shall request a report on the grievance from the supervisor, shall confer with the concerned parties and, upon request, with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten school days. The School Business Administrator shall communicate his decision in writing along with supporting reasons, to the employee and the supervisor.

5. It is understood that at each level of administration responsibility the question or grievance shall be reviewed from all aspects, hearing all sides of the problem so that a decision can be reached that is fair to all concerned.

6. Again, if mutual satisfaction is not obtained, an appeal by the employee may be presented, in writing, to the Board, through the School Business Administrator. If requested, the Board shall review the grievance by holding a closed hearing and render a decision, in writing, within thirty days.

7. Matters not settled at the level of the Board then enter the procedures established by the laws of the State of New Jersey and the Rules and Regulations of the State Board of Education, relevant to such situations.

8. Any time limit stipulated above may be set aside with the mutual agreement of all parties.

ARTICLE III

UNIT RIGHTS AND PRIVILEGES

1. The Board agrees to make available to the Unit records normally available to the citizens of Bergenfield. In addition the Board will provide such other records as mutually agreed upon to assist the Unit in its functions.

2. The Unit and its representatives shall have the right to use school buildings for meetings with the approval of the School Business Administrator or his designated representative.

Likewise, the Unit shall have the right to use school equipment with the approval of the School Business Administrator or his designated representative with the understanding that the Unit will be responsible for cost of materials and supplies and the repair of damages caused by the Unit's use.

3. Representatives of the Unit and other professional organizations invited by the Unit shall be permitted to transact official Unit business on school property with the approval of the School Business Administrator or his designated representative.

ARTICLE IV

SALARIES

1. The Board and the Unit agree to the salary list attached hereto and made part of this agreement and shall apply to the Cafeteria Staff personnel so indicated for the duration of this agreement. The adjusted salaries, as per above mentioned list, categorizes employees and rates applicable as follows:

Cooks:	\$2.85 per hour minimum to \$4.05 per hour maximum.
Bakers:	\$2.40 per hour minimum to \$3.30 per hour maximum
General Kitchen Workers:	\$2.25 per hour minimum to \$3.05 per hour maximum

The above hourly rates are to be determined by the Cafeteria Director after discussions with the Unit employees and with the ultimate approval of the Board. Recommendations for individual additional merit increases are to be at the discretion of the Cafeteria Director with the approval of the Board.

SALARIES (continued)

2. If any vacancies occur within the Cafeteria Staff personnel, same will be filled, if necessary for the remaining duration of this contract upon recommendation of the Director of Cafeterias to the School Business Administrator, at a wage or salary consistent with the particular position.
3. The Board will allow that substitutes be hired, when necessary, at the rate of \$2.25 or the prevailing minimum hourly rate established by State/Federal law.
4. Miscellaneous Provisions:
  - A. Sick leave, with pay, shall be granted to employees on the basis of thirteen (13) school days per year for each year of employment, with a cumulative allowance for unused sick leave at thirteen (13) per year.
  - B. One (1) paid personal day per school year shall be allowed for such acceptable reason as now contained in Board of Education policy.
  - C. Uniform allowance shall be made to reimburse each staff member to the maximum amount of \$35.00 however, the Board of Education reserves the right to purchase said uniform for employee use.

ARTICLE V

MUTUALITY OF OBLIGATION

The Board and the Unit will make every effort to act in good faith to carry out the spirit as well as the letter of this agreement, subject to law.

Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppage by public employees.

ARTICLE VI

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A of the Revised Statutes Annotated of New Jersey or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE VII

DURATION

The provisions of the agreement shall be effective as of July 1, 1976 and shall remain in full force and effect until June 30, 1977, subject to the right of the Board and the Unit to negotiate for a modification of this agreement as provided by law.

In witness whereof the parties hereto have caused this agreement to be signed by the representative President and Director, attested by their respective Secretaries.

BERGENFIELD CAFETERIA STAFF UNIT

BERGENFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
Director

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary