NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD CAFETERIA WORKERS ASSOCIATION

C O N T R A C T

1980-1981

New Milford Board of Education
817 River Road
New Milford, N.J. 07646

ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Cafeteria Workers Association, hereinafter referred to as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Cafeteria personnel employed by the Board of Education, hereinafter referred to as the Board.

[illegible] GENERAL PROVISIONS

[illegible] 1.2

[illegible] shall mean the employee or representative [illegible] may appeal the interpretation, application, or alleged violation of this agreement, and shall not include [illegible] disciplinary [illegible].

[illegible] to be considered under this procedure must be [illegible] in writing, which differs [illegible] cannot [illegible] the employee knew or should have known of the occurrence.

[illegible] 1.3

The following procedure shall [illegible] be used.

[illegible] Level One:

The employee with a grievance should first discuss it with his immediate supervisor [illegible] the opportunity to resolve the matter informally.

Level Two:

If either party is [illegible] dissatisfied, a properly [illegible] grievance shall set forth the pertinent facts [illegible] the immediate supervisor [illegible].

a. The date of the [illegible] event have caused the grievance.

b. The [illegible] are [illegible] requested [illegible].

c. The [illegible] inconvenience.

The supervisor [illegible] shall [illegible] to the grievant within [illegible] days of the presentation within five [illegible] days of the written [illegible].

[illegible]

[illegible] Cases

The grievant may appeal [illegible] decision [illegible] to the Superintendent [illegible]. The appeal [illegible] the Student [illegible] be made in writing and must set [illegible] the grounds upon which the grievance is based. [illegible] copies of all materials relating to the grievance [illegible] actions taken on it. The [illegible] Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The [illegible] shall communicate [illegible] to the grievant [illegible] with a copy to the [illegible].

[illegible]

If the grievant is [illegible] dissatisfied, he [illegible] the Board. [illegible] through [illegible] all related papers and forward the [illegible] to the Board. The Board [illegible], shall review the grievance, [illegible] with the grievant, and [illegible] relating to the grievant, with copies [illegible], within fifteen (15) school [illegible].

4. Failure [illegible] to communicate the decision [illegible] specified time limits shall [illegible] to proceed to the next [illegible] this procedure [illegible] within the [illegible], shall be deemed [illegible] considered at that [illegible].

ARTICLE III MANAGEMENT PREROGATIVES

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.

B. In accordance with Title 18A:11-1 New Jersey Statutes Annotated 1968, the Board shall:

1. Adopt, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, subject, where applicable, to the provisions of Title 11, Civil Service of the Revised Statutes; and

2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V - WORK SCHEDULE

A. All employees covered by this Agreement shall work and be paid on contracted salary basis.

B. The personnel at the New Milford High School shall work on all scheduled school days, except for professional days. Their work year will end when all High School students are scheduled for examinations.

The personnel at the New Milford Middle School shall work on all scheduled school days, except for professional days. In addition, each Middle School Cafeteria Employee shall work an additional two days after the student lunch program ends for the year.

C. The hours of work for all employees covered by this agreement shall be determined and established annually by the Business Administrator in consultation with the immediate supervisor (s) and the Building Principal.

D. In the event it is necessary for any employee to work on the days off as established by the school calendar and still have worked less than forty (40) hours in a week, the employee will be compensated at the rate of 1/200 of his annual salary or given compensatory time off.

E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.

F. Individual personnel may be rescheduled by the Business Administrator and/or Cafeteria Managers in order to suit the needs of the school system.

ARTICLE VI - SALARY GUIDE PROVISIONS

A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A which is attached hereto and made part hereof.

B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.

C. All personnel employed on or before January 31st of any year shall be eligible for a full increment. All personnel employed February 1st or after shall not be eligible for an increment unless granted the increment by the board.

D. All advancement on the salary guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.

E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptable standards as determined by the Business Administrator in consultation with the employee's immediate supervisor (s).

F. Employees will be hired on a ninty (90) day trial basis.

G. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

H. The night shift shall receive a differential of Two Hundred Dollars ($200.00) per annum.

[illegible]

[illegible]

A. [illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

B. [illegible]

C. [illegible]

D. [illegible]

Dental Insurance

A. [illegible]

HEALTH CARE INSURANCE PROVISIONS

II Dental Insurance (continued)

B. Details of the plan will be made available to all participating employees. The insurance carrier's brochure will be issued to all employees in order to provide details of the coverage.

III Cost of Health and Dental Insurance

Any increase in the cost of premiums above the 1977-78 costs per individual in the bargaining unit shall be negotiated by the two parties to this contract. The economic impact of any additional costs for these insurance plans will be determined by the negotiation process.

ARTICLE VIII - SICK LEAVE

A. All twelve month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year as of July 1st of each school year, whether or not they report for duty on that day. All ten month employees employed by the Board shall be entitled to ten (10) sick leave days each school year as of July 1st of each school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year, with no maximum limit.

B. Non-accumulative additional sick leave benefits may be allowed to employees upon approval by the Board in each individual case.

C. Sick days taken in excess of the accumulated total and non-accumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of 1/240 of annual salary for twelve month employees, and 1/200 of annual salary for ten month employees.

D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave upon retirement provided they meet the criteria set forth below.

1. A minimum of ten (10) years of continuous employment for the New Milford Board of Education is required.

2. The employee must be retiring or leaving the system.

E. The amount of the sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954.

SICK LEAVE

F. The sick leave benefit shall be computed by multiplying the first 75 days of accumulated sick leave by $3.50 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by $6.50 per sick day. The total sick leave benefit payable shall not exceed $2,000.00 per individual.

TEMPORARY LEAVE OF ABSENCE

4. Personal Leave

Leave of absence without loss of pay may be granted for personal emergencies, which shall be defined as: (illness in the immediate family as defined above in Paragraph 1., religious holidays or personal business that cannot be conducted outside of school hours) for a period not to exceed two (2) school days, per contract year. This may be granted by the Business Administrator upon recommendation and approval of the immediate Supervisor (s).

5. Other Leaves

Leaves of absence not covered by any of the preceding paragraphs, but which are approved by the Business Administrator after recommendation and approval of the immediate Supervisor(s), may be granted with the stipulation that the staff member shall forfeit 1/240 of his base salary per day if he is a ten-month employee and 1/260 of his base salary per day if he is a twelve-month employee.

B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:

1. They shall be in addition to any sick leave to which the staff member is entitled.

2. Except in emergencies, no leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Business Administrator.

ARTICLE X - VACATION POLICY

A. All full time twelve-month employees with five (5) or less years of service as of July 1st each year shall be entitled to ten (10) working days vacation per year. Vacation shall be earned at the rate of one (1) day per month by all twelve-month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six months of employment with the New Milford School System.

B. All full time twelve-month employees with more than five (5) years of service as of July 1st each year, having started between June 15th and September 5th, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one-half (1½) days per month by all twelve-month personnel with six (6) or more years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.

C. Ten-month employees do not receive vacation time.

D. All requests for vacation time will be submitted in writing to the employee's immediate Supervisor for approval. After approval by the immediate Supervisor, in consultation with the Business Administrator, a copy will be returned to the employee.

E. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.

F. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

MISCELLANEOUS PROVISIONS

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery.

G. All job openings shall be advertised to the staff.

H. A uniform allowance of $50.00 per person per annum shall be established. The Board shall reimburse each employee for the amount of money they have expended for white uniforms or white shoes. The employee must submit their paid bills to the Cafeteria Office, with a voucher. No indivisual shall receive more than $50.00 in any one fiscal year.

ARTICLE XII - FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.

ARTICLE XIII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1981 subject to the Association's right to negotiate over a Successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or representative and attested to by their respective secretary or representative.

Attested to this First day of September, 1980.

New Milford Cafeteria Workers Association	New Milford Board of Education
By: Mary E. Rogers Representative	By: Helen Chmielicki President
By: Agnes O'Shea Representative	By: W. Lubert Secretary

SCHEDULE A

CAFETERIA SALARY GUIDE

1980-81

Step	Middle School	High School
1	2,420.	2,557.
2	2,503.	2,640.
3	2,585.	2,723.
4	2,668.	2,805.
5	2,750.	2,889.
6	2,833.	2,970.
7	2,915.	3,053.
8	2,998.	3,135.
9	3,080.	3,245.
10	3,163.	3,300.
11	3,245.	3,410.

$200 Longevity in the 13th, 16th and 19th year.

Middle School	180 days	at	5 hours per day
High School	165 days	at	5.15 hours per day

Cooks to receive additional negotiated compensation.

6/26/80

[illegible]

[illegible]

[illegible]		[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
NOVEMBER	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
[illegible]	24	WEDNESDAY	[illegible]
JANUARY	[illegible]	[illegible]	[illegible]
FEBRUARY	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
APRIL	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]