

4-3207

16-08

A G R E E M E N T

X July 1, 1979 to June 30, 1982

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B - 92 UFWA-AFL-CIO

(Capetoria Employees)

and

PATERSON BOARD OF EDUCATION

(Employer)

LIBRARY  
Institute of Management and  
Labor Relations

SEP 23 1981

RUTGERS UNIVERSITY

AGREEMENT

This Agreement entered into this 28th day of September, 1979 by and between the AMALGAMATED INDUSTRIAL UNION, LOCAL 76B-92 UFWA-AFL-CIO, hereinafter called the "UNION" and the PATERSON BOARD OF EDUCATION, hereinafter called the "BOARD".

WITNESSETH

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

ARTICLE I

RECOGNITION

A. Pursuant to the provisions of Chapter 303 of the Laws of 1968, the PATERSON BOARD OF EDUCATION hereby recognizes the AMALGAMATED INDUSTRIAL UNION, LOCAL 76B-92 UFWA-AFL-CIO as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all cafeteria personnel excluding the Director of the Cafeteria, Dietician and Cafeteria Aides connected with the "Hot Lunch Program".

B. Unless otherwise indicated references in the Agreement to male employees shall include female employees and words in the singular shall include words in the plural where the text so requires.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303 Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of cafeteria workers employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all cafeteria workers, except as limited above, be reduced to writing and be executed and adopted by the BOARD and the UNION.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the UNION, an inequitable, improper or unjust application, interpretation or violation of BOARD policy, this Agreement, or an administrative decision, except that the term "grievance" shall not apply to:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State

Commissioner of Education; or

2. A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

B. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

C. PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- (b) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. The employee grievant, no later than five (5) working days after the receipt of the decision of his immediate superior may appeal the decision to the Secretary-School Business Administrator. The appeal to the Secretary-School Business Administrator must be made in writing specifying:

- (a) the nature of the grievance
- (b) the nature and extent of the injury, loss of inconvenience;
- (c) the results of previous discussions
- (d) his dissatisfaction with decisions previously rendered.

The Secretary-School Business Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The Secretary-School Business Administrator shall communicate his decision in writing to the employee grievant, to the UNION and to the immediate superior.

4. If the grievance is not resolved to the grievant satisfaction, he, no later than five (5) working days after receipt of the Secretary's decision, may request a review by the Board of Education.

The request shall be submitted in writing through the Secretary who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a Hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the UNION within thirty (30) calendar days of receipt of the appeal or if a Hearing is granted, within (30) thirty calendar days of the date of the Hearing. The referred to Hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

5. If the decision of the BOARD does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, he shall so notify the UNION within ten (10) working days of receipt of the BOARD's decision. If the UNION determines that the matter should be reviewed further, it shall so advise the BOARD through the Secretary-School Business Administrator within twenty (20) working days of receipt of receipt of the BOARD's decision.
6. The following procedure will be used to secure the services of an arbitrator:

- (a) A request by either the UNION or the BOARD will be made to the New Jersey State Board of Mediation for a panel of arbitrators to be selected in accordance with the rules of the New Jersey Mediation Board.
- 
- (b) The arbitrator so selected shall confer with the representatives of the BOARD and the UNION and hold Hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the Hearing or, if oral Hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the UNION and shall be final and binding on the parties in all issues specifically pertaining to this Agreement.

It shall be advisory on all other issues not covered by this Agreement. All expenses for the Arbitrator shall be equally shared by the parties. Expenses for any witness shall be borne by the party calling said witness.

ARTICLE IV

SICK LEAVE - PERSONAL LEAVE

A. All cafeteria workers except substitutes shall be entitled, beginning with the first official day of the school year whether or not they report on that day to the following sick and personal days:

<u>TYPE OF LEAVE</u>	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Sick	10 days	10 days	10 days
Personal	5 days	4 days	5 days

Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit.

B. Employees planning to be absent for personal reasons shall notify the Principal, a reasonable time in advance (not less than five (5) days except in case of emergency). Personal days will not be allowed either the last day prior to or the first day after a school holiday or holiday period.

ARTICLE V

NON-CUMULATIVE EMERGENCY LEAVES

A. Leaves of Absence:

1. Employees may apply for emergency leave for death or serious illness in the immediate



family or household, which shall be defined as spouse, child, parents, sister, brother, grandparents, or any member of the immediate household.

2. Employees shall be granted one (1) day in the event of death of a relative outside the immediate family as defined above.

#### ARTICLE VI

##### DUES DEDUCTION

A. The BOARD agrees to deduct from the salary of its employees, UNION dues for the said employees individually; provided however, the employee voluntarily advises the BOARD to make such deduction. The BOARD agrees to deduct UNION dues in accordance with Chapter 310, Public Laws of 1967, NJSA 52:14-15. 9e, and under rules established by the State Department of Education.

#### ARTICLE VII

##### WORK YEAR

- A. The work year shall not exceed 182 days
- B. The work day shall include every day that school is in regular attendance.
- C. Work day shall conform to the calendar for the teachers in the Paterson School System.

ARTICLE VIII

TRANSFERS AND RE-ASSIGNMENTS

A. No later than May 1 of each school year the Secretary-School Business Administrator shall deliver to the UNION and post in all school buildings a list of the known vacancies which shall occur during the following year. Cafeteria workers who desire a change or who desire to transfer to another building may file a written statement of such desire with the Secretary-School Business Administrator no later than April 1. Such a statement shall include the school or schools cafeteria worker desires to be transferred in order of preference. As soon as practicable, and no later than July 15, the Secretary shall notify the UNION by mail of the systemwide schedule showing the names of all new cafeteria workers and transfers known to him at that time.

B. In the determination of request for transfer the wishes of the individual shall be honored to the extent that the transfer does not conflict with the requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

C. All transfers whether requested or required shall be subject to review by the Secretary-School Business Administrator of the BOARD if the employees so desire. Transfers shall not be made for arbitrary or capricious reasons and shall be based on the needs of the school system.

D. All individuals affected by transfers and reassignments shall be notified in writing no later than July 15, when possible.

E. On all vacancies which may occur the senior substitute shall have first preference. A senior substitute may waive this preference without jeopardizing the right to first preference in the future. Upon the senior substitute waiving the preference, the vacancy shall be offered to the next senior substitute and the procedure shall continue until seniority has been exhausted. The BOARD shall maintain the right to determine the location of the employment.

#### ARTICLE IX

##### SALARY - LONGEVITY

A. The following salary guide shall be in effect for employees during the term of this contract:

<u>CLASSIFICATION</u>	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Cook - Manager	\$5,625.	\$6,025.	\$6,525.
Cafeteria Employee (Class A)	5,225.	5,625.	6,125.
Cafeteria Employee (Class B)	2,300.	2,450.	2,650.
Substitute Employees	3.10 per hr.	3.10 per hr.	3.10 per hr.

B. Longevity increments shall be added to the salary of all employees except Substitute Employees at the beginning of the school year following the employee's anniversary date as follows:

1. \$200.00 after the completion of ten (10) years of service in the Paterson School System.

2. \$200.00 after the completion of fifteen (15) years of service in the Paterson School System.

ARTICLE X

OVERTIME

A. Overtime will be paid after forty (40) hours at the rate of one and one-half times the regular rate of pay and double time on holidays and Sundays. Overtime shall be equitably applied through seniority rotation.

ARTICLE XI

UNIFORM ALLOWANCE

A. All employees except Substitute Employees shall receive the following uniform allowance during the term of this contract:

1979-80	\$50.00
1980-81	50.00
1981-82	75.00

B. The BOARD shall determine the uniform to be worn by the employees.

ARTICLE XII

HEALTH - MEDICAL BENEFITS

A. Hospital-Medical

The BOARD will continue to furnish hospital-medical benefits to all employees and their dependents except Substitute Employees. The BOARD shall pay the full premium for this coverage.

B. Family Dental Plan

Effective 1980-81, the BOARD shall pay the premiums covering a family dental plan for all employees except Substitute Employees.

C. Employee Drug-Prescription Plan

Effective February 1, 1981, the BOARD shall pay the premiums for all employees except Substitute Employees for a Drug-Prescription Plan one (\$1.00) dollar co-pay. The plan covers the employee only.

D. The Dental and Drug-Prescription plans shall be the same as currently in effect for the Municipal employees of the City of Paterson.

E. The BOARD reserves the right to change any of the Medical - Dental - Prescription plans as long as benefits are not reduced.

ARTICLE XIII

RIGHTS OF REPRESENTATION

A. The UNION will notify the BOARD in writing of the names of BOARD employees who are designated to represent a grievant at any Hearing to be held. The BOARD employee so designated will be permitted to confer with other employees, UNION representatives and BOARD representatives, provided however the BOARD employee shall not be required to be absent from work.

B. UNION representatives will be permitted to confer with BOARD employees, provided however the Secretary of the BOARD shall be notified of the proposed conference. Such UNION representative shall be recognized by the BOARD as the authorized agent for the UNION in all matters between the parties.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1979, through and including June 30, 1982, without any reopeners.

ARTICLE XV

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all negotiable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of September, 1979.

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B - 92 UFWA-AFL-CIO

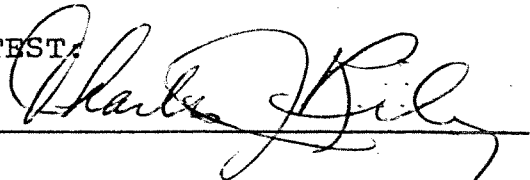
BY: 

ATTEST:  

---

PATERSON BOARD OF EDUCATION

BY: 

ATTEST:   

---