

**CONTRACT AGREEMENT**

**between**

**THE ROXBURY TOWNSHIP BOARD OF EDUCATION and the**

**MORRIS COUNCIL NO. 6,**

**NEW JERSEY CIVIL SERVICE ASSOCIATION,**

**IFPTE, AFL-CIO**

**(COOKS/MANAGERS & CAFETERIA WORKERS)**

**July 1, 2011 to June 30, 2014**

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**PREAMBLE**

THIS AGREEMENT made between the ROXBURY TOWNSHIP BOARD OF EDUCATION with its facilities in Roxbury Township, New Jersey, party of the first part, hereafter referred to as the "Employer" and MORRIS COUNCIL NO.6, NEW JERSEY CIVIL SERVICE ASSOCIATION, IFPTE, AFL-CIO, party of the second part, hereafter referred to as the "Union", for and on behalf of those designated employees named in Article I, Recognition.

**ARTICLE 1**

**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and part-time employees under this Agreement for purposes of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1, et seq.) concerning salaries, hours and other terms and conditions of employment for all cafeteria cooks/managers and workers, both full-time and part-time, who work at least 3 ½ hours per day, excluding cafeteria substitutes and aides, and all other employees.

**ARTICLE 2**

**UNION SECURITY**

The Employer agrees it will give effect to the following form of Union security:

**Section 1(a).** All present employees who are members of the local Union on the effective date of this Agreement shall remain members of the local Union in good standing by payment of

the regular monthly dues. All present employees who are not members of the local Union will pay a representation fee as set forth hereafter.

**Section 1(b).** It is agreed that at time of hire, newly hired employees who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the local Union a representation fee.

### **ARTICLE 3**

#### **CHECK-OFF OF UNION FEES**

**Section 1(a).** The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52: 14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their individual dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

**Section 1(b).** In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

#### **Section 2. Representation Fee.**

**A.** If an employee does not become a member of the Union during any membership year (from July 1<sup>st</sup> to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that

membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

**B. 1. Notification.** Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee, up to 85 %, to be paid by non-members will be determined by the Union in accordance with the law.

**2. Legal Maximum.** In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Union to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

**C. 1.** Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

**2.** The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Employer; or
- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position

and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question or employment in a bargaining unit position, whichever is later.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph I above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

7. Morris Council No. 6 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Council No. 6 shall be available to all employees in the unit on an equal basis at all times. In the event Council No. 6 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

8. The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S.A. 52:14-15.9E). Employer compliance with this procedure shall release the Employer from any further liabilities and the Employer shall not be a party to any litigation resulting from individual challenge to this Agreement.

#### ARTICLE 4

#### EMPLOYEE RIGHTS

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, known as "New Jersey Employee Relations Act.

#### ARTICLE 5

#### HOURS OF WORK

Section 1. The work year shall consist of ten (10) months.

Section 2. The length of the work day for the bargaining unit employees shall be three and one-half (3-1/2) to eight (8) hours per day depending on the assignment of the worker.

Section 3. Those employees who work at least four (4) hours per day shall receive a 10 minute coffee break. Those employees who work a five (5) hour day shall receive a 20 minute lunch break, which shall not be taken at the end of the day. Employees who work five (5) hours



do not receive a 10 minute break in addition to the 20 minute lunch break. Employees must remain at their work station until the end of the work day.

**Section 4.** The cook/manager's work year shall consist of the scheduled school calendar when pupils are present plus an additional 20 hours for the opening of the kitchens and for the closing of the kitchens. The 20 hours may be used as needed at either the opening of school or at the closing of school, to perform tasks that will be assigned by the Food Service Director, which must be performed in the district's buildings. The day prior to the beginning of the student year will count towards the required 20 hours for opening and closing the kitchens.

**Section 5.** Whenever feasible, overtime and special function assignments shall be on a rotating basis according to seniority on the cook/manager's seniority list regardless of building location. If a cook/manager is unable to work on his or her turn on the seniority list, the seniority list of workers will then be used whenever possible.

**Section 6.** On days when school is canceled due to inclement weather, workers who arrive at work because they were not notified, and who are asked to immediately return home, shall be paid for one (1) hour. Under these circumstances, if an employee is asked to work, he or she will be guaranteed at least three (3) hours of work that day. If school closes, the employee will be paid up to three (3) days per year.

**Section 7.** In the event extracurricular work is stipulated by the Employer, the employee shall be paid at the rate of time and one-half the employee's normal hourly rate of pay, with the exception of events taking place on an In-Service day or a four (4)-day work week, which will be paid at the straight time rate.

ARTICLE 6

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the most recent hiring with the Employer. A seniority list will be sent to the Union once a year.

Section 2. (a) Seniority shall be defined as the continuous length of employment of the employee with the Employer from his or her date of last hire.

(b) An employee shall lose his or her seniority rights for any one of the following reasons:

1. If an employee quits;

2. Is discharged for proper cause;

3. Failure to report to work within seventy-two (72) hours when recalled after layoff unless excused for illness or other valid reason. Recall shall be made by registered mail to the last known address in the files of the Roxbury Township Board of Education. Failure to respond within five (5) days shall be deemed to be a resignation;

4. Is absent for two (2) or more consecutive days or shifts without notifying his or her foreman or other superior, unless the employee can establish that it was impossible to so notify his or her foreman or other superior;

5. Is laid off for at least 12 months;

6. Is absent due to a disabling accident or illness extending beyond 18 consecutive months, with Employer approval; or

7. Leaves the bargaining unit for a period of at least three months to accept jobs excluded from the bargaining unit.

## ARTICLE 7

### FORCE REDUCTION

**Section 1.** In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

**Section 2.** The employees involved in any layoffs shall receive thirty (30) days notice.

**Section 3.** Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the District whenever in the judgment of the Employer it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or of changes in the Administration or supervisory organization of the District, or for any other just cause upon compliance with the provisions of this Article.

**Section 4.** The Chief Shop Steward of the cafeteria employees group shall have top seniority while serving in that capacity, during the period covered by this Agreement.

## ARTICLE 8

### JOB VACANCIES, TRANSFERS, NEW JOBS CREATED OR PROMOTIONS

**Section 1.** If new jobs are created, if vacancies occur in a higher rated position or promotions are to be made and if two (2) or more equally qualified employees apply for such position or promotion, seniority may be a factor to be considered in the selection of employees to fill such positions before any new employees are hired.

**Section 2.** (a) The Employer agrees to post a notice of such new job, vacancy or promotion on the bulletin board for five (5) working days during which time any existing unit member may apply. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Director of Food Services within the five (5) day period.

(b) The Board shall not solicit applications from non-unit members until the posting period is completed.

(c) After the posting period is completed, the Board has up to fifteen (15) calendar days to determine whether any unit member bidders are acceptable, and to notify the Union and the bidders of its decision.

**Section 3.** The Board will notify the bidder in writing, of its decision, including the reason therefore. A copy of this letter will be sent to the Union.

**Section 4.** If there are no successful in-house candidates at the end of the decision period, the Board may appoint or hire to fill the vacancy.

**Section 5.** Employees may meet to discuss their transfer with their immediate superior on an informal basis. The employee recognizes the fact that the right to transfer an employee is a management right.

**Section 6.** All Cafeteria Workers/Cooks/Managers shall be notified in writing of their contract renewal and salary for the coming year not later than the last day of school unless contract negotiations or other emergencies prevent the meeting of this deadline.



High School Cook/Manager \$19.64 (2011-2012); \$19.93 (2012-2014)

**Section 3. Longevity.** Longevity increments will be paid according to the following schedule:

\$100.00 after 10 years of service

\$200.00 after 15 years of service

\$300.00 after 20 years of service

\$400.00 after 25 years of service

\$500.00 after 30 years of service

Any employee hired on or after July 1, 1982 shall not be eligible for longevity benefits.

**Section 4.** When cafeteria workers function as substitute cook/manager, they shall receive a stipend of \$3.00 per hour in addition to their regular salary. Prior to calling a substitute for a cook/manager, the Board will ask the cafeteria workers if they wish to fill the temporary vacancy.

**Section 5. Shoe Allowance and Uniform Allowance.**

(a) Effective 7/1/08, the Employer shall reimburse employees at a rate not to exceed \$125.00 for the term of the contract for the purchase of appropriate work pants or white work shoes, or a substitute approved by the Food Service Director. Receipts must be presented in all cases. Employees will wear the uniform shirts and will wear pants and shoes as provided by this Article.

(b) All employees are required to wear a uniform top, which shall be designated and purchased by the Employer. All workers and cooks shall receive five (5) uniform tops per year.

**Section 6. Holidays.** Any employee who works at least five (5) hours a day shall be eligible for the following holidays with pay:

Memorial Day	Thanksgiving Day
Christmas Day	New Year's Day

If the holiday falls on a Sunday, the holiday shall be observed on the following Monday, provided school is not in session. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday provided school is not in session. Any employee hired prior to July 1, 2005 and who works 3-1/2 hours a day shall be exempt from this provision. Any employee hired after July 1, 2005 must work 5 hours a day to be eligible for this provision.

**Section 7. Food Protection Certification Stipend.** The Employer shall pay \$200.00 per year to each certified employee who has taken and passed the Food Protection Certification Program. The Employer shall also pay for the employee's renewal fee to be certified and the membership fee of the School Nutrition Association.

**Section 8. Administrative Duties.** Cooks/Managers shall receive a stipend of \$400.00 per year for the term of the contract for administrative duties. Any work done beyond the work day must receive the prior written approval of the Food Service Director.

**Section 9. Reimbursement for Fingerprinting.** The Board agrees to reimburse any regular, new employee who has paid the fee for his or her fingerprinting.

## **ARTICLE 10**

### **NON-DISCRIMINATION**

**Section 1.** It is agreed that the parties hereto will continue their present practice of nondiscrimination against any employee because of race, color, creed, religion, nationality, or

sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any employee by reason of his or her membership in the Union and its affiliates.

**Section 2.** It is also mutually agreed that the Union will not, directly or indirectly, deprive or coerce any employee from enjoyment of any rights conferred by this Agreement and/or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

## **ARTICLE 11**

### **GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE**

**Section 1.** Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Board Secretary on or before April 1st prior to the expiration of such leave whether said employee intends to return to his other former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his or her former position. In the event the Board Secretary is not notified, the Employer shall have no obligation to return said employee to his employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.



ARTICLE 12

SICK LEAVE

Section 1. All employees who are scheduled to work at least three and one-half (3-1/2) hours per day, five (5) days per week, shall be entitled to ten (10) sick days per scheduled school calendar year. Employees who are scheduled to work less than five (5) days per week shall receive sick and personal days on a prorated basis. For example, an employee who works two (2) days per week shall receive two-fifths (2/5) of the ten (10) sick days allotted, or four (4) sick days.

(a) Unused sick time shall be accumulated and all unused days shall be paid at time of retirement or layoff to the employee with ten (10) or more years' service at the rate per day of \$22.00 for Cafeteria Workers and \$23.00 for Cooks/Managers with a cap of \$3000.00 per employee. If the employee dies while employed, his or her beneficiary shall receive the accumulated sick leave payment.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.

Section 3. Unused sick leave is accumulate from year to year without limitation.

Section 4. Prolonged Absence Beyond Sick Leave Period. When absence, under the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Employer may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Employer in each individual case.

**Section 5.** No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days allowance during the leave of absence.

**Section 6. Definition of Sick Leave.** Sick leave is hereby defined to mean the employee's absence from his or her post of duty because of personal disability due to illness or injury or because he or she has been excluded from school by the School District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

**Section 7.** In addition, sick leave shall also be defined as any absence or illness requiring a visit to a doctor or dentist. After three (3) consecutive days of absence, the Employer may request a doctor's slip from the employee.

**Section 8.** An employee is required to notify the Food Service Department and cook/manager at his or her school no later than one (1) hour before his or her scheduled starting time if he or she intends to be absent from work on sick leave, except in emergency circumstances.

### **ARTICLE 13**

#### **ABSENCE FOR PERSONAL REASONS**

**Section 1.** The employee shall be entitled to five (5) days leave per year with pay for absence due to personal emergencies. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking the leave.

**Section 2.** Personal leave as defined by this Article is not cumulative.

**Section 3.** Three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brother, sisters, mother-in-law, father-in-law, spouse, children, sisters-in-law, brothers-in-law and persons living in the immediate household.

**Section 4.** Employees are permitted to transfer a maximum of five (5) unused personal emergency days to their sick leave bank yearly. Unused death in the family days are not eligible for transfer.

**Section 5.** **Non-paid time off.** Requests for non-paid time off will not be approved for any employees.

**Section 6.** **Monthly Perfect Attendance Bonus Incentive.** If an employee maintains a perfect attendance during a month, \$20.00 will be paid as bonus to the employee. This stipend shall accumulate for each month of perfect attendance and the total amount paid to the employee in June.

## **ARTICLE 14**

### **ABSENCE FOR COURT APPEARANCE OR JURY DUTY**

**Section 1.** Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's office and the court action arises out of or in the course of the employee's employment.

**Section 2.** Should an employee be required to serve jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-

time employees shall be entitled to receive from the Employer his or her usual compensation for each day he or she is required to serve jury duty less the amount of per diem fee paid by the court.

**Section 3.** Employees to be absent from work due to a subpoena, summons or jury duty notice must provide a copy of same to the Department Head within a reasonable time, but not less than seven (7) calendar days before the reporting day. Employees must report to work on any day on which they are not required to serve as a juror or witness.

**Section 4.** Proof of service as a witness or juror must be provided in order to receive payment for these days.

## **ARTICLE 15**

### **RIGHTS AND PRIVILEGES OF UNION**

**Section 1.** The Employer agrees to furnish to the Union or its representative, in response to reasonable requests from time to time, available public information.

**Section 2.** Whenever any representative of the Union, or any cafeteria employee, participates during working hours in grievance proceedings, conferences or meetings, with the approval of the Board Secretary, he or she shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient providing that written confirmation follows within three (3) days. Negotiations are excluded.

**Section 3.** The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Board Secretary of his or her designee.

**Section 4.** The Union shall have the right to use the school interoffice mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

**Section 5.** The officials or any authorized representative of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. The officials or representatives of the Union shall notify the Employer upon their arrival.

## **ARTICLE 16**

### **VETERAN'S RIGHTS AND BENEFITS**

**Section 1.** The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

**Section 2.** Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act as amended.

**Section 3.** The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

**Section 4.** The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into military service.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** Any difference or dispute between the Employer and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance." A grievance to be considered under this procedure must be initiated by the employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee knew of its occurrence.

**Step 1.** Any cafeteria worker or cook/manager who has a grievance shall discuss it first with the Shop Steward and Food Service Director in an attempt to resolve the matter informally at this level.

**Step 2.** If, as a result of the discussion with the Food Service Director, the matter is not resolved to the satisfaction of the employee, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Superintendent or his/her

designee no later than three (3) working days following the discussion with the Food Service Director.

**Step 3.** No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union no later than five (5) calendar days thereafter.

**Step 4.** If the grievance is not resolved to the employee's satisfaction, the employee, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a committee of the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance.

**Step 5.** In the event the grievance is not satisfactorily settled by the written decision in Step 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and decide the dispute. The arbitrator's decision shall be final and binding.

**Section 2.** The cost of arbitration, if any, shall be shared equally by the Employer and the Union.

**Section 3.** No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

**Section 4.** The arbitrator shall issue his or her decision no later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the

date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his or her decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

(a) Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

(b) Limiting or interfering in any way with the powers, duties and responsibilities of the Employer under applicable law, and rules and regulations having the force and effect of law.

**Section 5.** The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the decision of the arbitrator.

**Section 6.** Failure at any step in this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

**Section 7.** It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievances and any effect thereof shall have been fully determined.



**ARTICLE 18**

**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

**Section 1. Deadline Date.** The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of cafeteria employment. Such negotiations shall begin no later than December 1st, or a mutually agreed upon date of the calendar year, preceding the calendar year in which this Agreement expires. When consensus is reached covering all the areas under negotiation, the proposed total agreement shall be reduced in writing by representatives of the negotiating parties and a copy submitted to each. After the recommendations have been approved by a majority of the Board and the Union, and presented to both parties for ratification on a mutually agreed upon date, the Board and the Union will take such actions as are necessary to make them official.

**ARTICLE 19**

**INSURANCE**

**Section 1. Health Care Insurance Protection**

1. The Board shall provide the health care insurance protection designated herein:
  - a. For employees who elected to participate in the district's group plans as of June 30, 1992 and work a minimum of 20 hours per week, the Board shall provide single, family, or employee plus (children, spouse, partner) coverage.
  - b. For employees hired on or after July 1, 1992 but prior to January 1, 1999 who work a minimum of 20 hours per week, the Board shall provide single coverage only for

employees who elect to participate in the district's group plans. These employees may elect dependent coverage but must pay the full additional premium through a payroll deduction.

c. For employees hired on or after January 1, 1999 but prior to July 1, 2005 who work a minimum of 25 hours per week, the Board shall provide single coverage only in the district's group plan, POS option or equivalent. Employees hired on or after July 1, 2005 must work a minimum of 27 ½ hours per week to be eligible for this coverage.

d. Optional Dental Coverage

i. Employees who are enrolled in the district's medical benefit plan and elect to participate in the district's dental plan shall be required to pay a percentage of the dental premium.

* Delta Dental Premier Advantage	34%
* Flagship (Single Coverage)	21%
* Flagship (2 Person Coverage)	29%
* Flagship (3+ Person Coverage)	38%

ii. Employees who are not enrolled in the District's medical benefit plan but elect to participate in the district's dental plan shall be required to make a premium contribution as established by P.L. 2010 c. 2.

2. POS Members:

All employees enrolled in the POS or its equivalent shall pay the premium difference between POS or its equivalent and Direct Access or equivalent should they choose to elect Direct Access or equivalent coverage.

3. Waiver

The Board of Education shall pay eligible employees who show evidence of other coverage and choose not to participate in the district's medical group plan the following rates:

Single \$2,000; Family \$3,000

Parent/Child \$2,300; Employee/Spouse/Partner \$2,700

\*In accordance with P.L. 2011 c. 78, Parent/Child and Employee /Spouse/Partner are known as Employee Plus (children, spouse, partner) Coverage.

#### 4. Section 125 Plan

a. The Board agrees to maintain a Section 125 Premium Only Plan (POP).

b. Effective in the 2011-2012 school year, the Board will offer, by payroll deduction, enrollment in a Section 125 Flexible Spending Account (FSA) for unreimbursed medical expenses.

#### 5. Premium Contribution

a. Effective July 1, 2011, employees will contribute 1.5% of base salary towards their health benefits premium pursuant to P.L. 2010 c. 2.

b. Effective October 1, 2011, employees will contribute 1.5% of base salary towards their health benefits premium pursuant to P.L. 2011 c. 78. State law will determine the contribution rates for the duration of the contract pursuant to P.L. 2011 c. 78.

**Section 2.** Employees shall pay their share of the cost of insurance premiums pursuant to applicable law and regulation. The law in effect at the time of execution of this Agreement is Public Law 2011, Chapter 78. The Employer shall pay 100% single or family coverage for employees with health benefits coverage as of June 30, 1992 and who elect to

participate in the State Health Benefits Plan. Employees hired on or after July 1, 1992 will receive 100% Employer paid coverage in the State Health Benefits Plan for single coverage only. These employees may elect dependent coverage but must pay the full additional premium through a payroll deduction. All employees who so opt shall receive family dental insurance coverage in the New Jersey Dental Service Plan (Plan II-B Super Composite with Ortho I). Participating members shall be required to pay 50% of the increased payment charged for dental coverage effective the 1983-1984 school year. Effective January 1, 1999, employees shall receive managed care, single only, coverage (Blue Cross-PPO, or its equivalent). Employees on staff prior to January 1, 1999 shall be exempt from this provision.

**Section 3.** The deductibles for the Direct Access plan shall be \$200 single and \$400 family per year and the out of pocket deductibles shall be \$1000 for single and \$2000 for family. (Deductibles for stop loss) (Direct Access). Effective as soon as possible after ratification of this Agreement, employees enrolled in the Traditional plan will be transferred to Direct Access Plan established by the Board. Membership in the Traditional Plan will be closed.

**Section 4.** **POS Members.**

(a) Effective July 1, 2005 all new hires shall receive POS as their base plan and fully paid for by the Board of Education for single coverage. If the employee wants to purchase Direct Access, the cost will be the difference between the POS and the level of coverage desired.

(b) Effective upon ratification all current employees enrolled in the POS shall purchase the difference between POS and Direct Access should they choose to elect Direct Access coverage.

(c) Effective upon ratification office visit shall be a co-pay of \$10.00

(d) Effective upon ratification prescription co-pay shall be \$15.00 for brand name, \$10.00 for generic and rates apply to both retail and mail order.

**Section 5. Waiver.**

(a) If an employee eligible for medical insurance elects to opt out of the medical coverage, the Board of Education shall pay employees the following rates:

Single \$2000; Parent/child \$2300;

Employee spouse; \$2700; Family \$3000.

**Section 6. Eligibility**

The Board agrees to implement a Section 125 plan. For employees hired on or after July 1, 2005, in order to be eligible for the above insurance, an employee must work twenty-seven and one-half (27-1/2) or more hours per week on a regular basis. Employees hired prior to January 1, 1999 must work twenty (20) hours to be eligible for Health Benefits. Employees hired January 1, 1999 to June 30, 2005 must work twenty-five (25) hours to be eligible for Health Benefits.

**ARTICLE 20**

**STRIKES AND LOCKOUTS**

**Section 1.** It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

**Section 2.** In the event of a wildcat strike, cessation of work, slowdown or interference of any kind with normal operations, the Union agrees to promptly use its good efforts to remedy the conditions.

**ARTICLE 21**

**SAVINGS CLAUSE**

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**ARTICLE 22**

**MODIFICATION**

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 23**

**MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Employer reserves to itself the sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, to direct employees of the School District, to hire, promote, transfer, assign and retain employees in positions in the School District, to suspend, demote, discharge or take other

disciplinary action against employees, to relieve employees from duty because of lack of work for other legitimate reasons, to maintain efficiency of the school operations entrusted to it, to determine the methods, means and personnel by which such operations are to be conducted, to establish reasonable work rules and to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

**ARTICLE 24**

**FULLY BARGAINED CLAUSE**

This Agreement 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. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 25**

**DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2011 and shall continue in effect until June 30, 2014.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ROXBURY TOWNSHIP  
BOARD OF EDUCATION

MORRIS COUNCIL NO.6, NEW JERSEY  
CIVIL SERVICE ASSOCIATION

By: Theresa D'Agostino  
President

By: Elizabeth Kutuba 5/10/12  
President

By: Kathleen Dupon 5/10 2012  
Chief Negotiator



APPENDIX A

CAFETERIA WORKERS & COOKS/MANAGERS SALARY SCHEDULE

CAFETERIA WORKERS – 2011--2014

	2.0 2011-2012	1.5 2012-2013	0 2013-2014
New Hire(11-12)	\$10.86	\$11.02	\$11.02
New Hire (12-13)		\$11.02	\$11.02
New Hire (13-14)			\$11.02
	\$11.73	\$11.91	\$11.91
	\$12.21	\$12.39	\$12.39
	\$12.54	\$12.73	\$12.73
	\$12.98	\$13.17	\$13.17
	\$13.44	\$13.64	\$13.64
	\$14.05	\$14.26	\$14.26
	\$14.91	\$15.13	\$15.13
	\$16.99	\$17.24	\$17.24

COOK/MANAGERS -- ELEMENTARY

	2011-2012	2012-2013	2013-2014
New Hire (11-12)	\$17.60	\$17.86	\$17.86
New Hire (12-13)		\$17.86	\$17.86
New Hire (13-14)			\$17.86
	\$19.73	\$20.03	\$20.03
	\$20.19	\$20.49	\$20.49
	\$25.15	\$25.53	\$25.53

COOK/MANAGER – MIDDLE SCHOOL

	2011-2012	2012-2013	2013-2014
New Hire (11-12)	\$18.62	\$18.90	\$18.90
New Hire (12-13)		\$18.90	\$18.90
New Hire (13-14)			\$18.90
	\$20.19	\$20.49	\$20.49

COOK/MANAGER – HIGH SCHOOL

	2011-2012	2012-2013	2013-2014
New Hire (11-12)	\$19.64	\$19.93	\$19.93
New Hire (12-13)		\$19.93	\$19.93
New Hire (13-14)			\$19.93

	\$21.68	\$22.01	\$22.01
	\$24.67	\$25.04	\$25.04

- Movement on these salary guides will be lateral across the guides from year to year.