

CONTRACT
BETWEEN
CLIFTON PUBLIC SCHOOLS'
CAFETERIA ASSOCIATION
AND
CLIFTON BOARD OF EDUCATION
2003-2004
2004-2005
2005-2006
SCHOOL YEARS

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ARTICLE I: RECOGNITION

- A. The Board of Education hereby recognizes the Clifton Public School Cafeteria Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment. The unit shall include all Head Cooks, Assistant Head Cooks, Attendants, Bus Aides, Cafeteria Workers and Elementary Satellite Workers.
- B. Unless otherwise stated, the term employee shall mean all employees represented by the unit.

ARTICLE II: GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance: a “grievance” is a claim by an employee or the Association, based upon the interpretation, application or violation of this Agreement, administrative decisions and Board policies affecting an employee or a group of employees.
- 2. Aggrieved Person: an “aggrieved person” is the person or persons of the Association making the claim.
- 3. Party in Interest: a “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against which action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One: Food Service Director or Supervisor of Transportation.

An employee with a grievance shall first discuss it with his/her Supervisor, either directly or through the Association designated representative, with the objective of resolving the matter informally.

3. Level Two: School Business Administrator

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, the Association shall refer it to the School Business Administrator within ten (10) school days after disposition at Level One.

4. Level Three: Superintendent

If the aggrieved person is not satisfied with the decision of the grievance at Level Two, or if no decision is rendered within ten (10) school days, after presentation of the grievance, the Association shall refer it to the Superintendent within ten (10) school days after disposition at Level Two.

5. Level Four: School Board

If the aggrieved person is not satisfied with the decision at Level Three, or if no decision is received within ten (10) school days, he/she may submit the grievance to the Board of Education. The Superintendent shall then forward the grievance to the Board of Education. The Board, or a committee thereof, shall hold a hearing no later than the second Board Meeting after its receipt of the grievance. The Board shall render a decision in writing within ten (10) school days of the hearing.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at the grievance procedure by himself/herself, or, at his/her option, by a representative selection or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board, or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Meetings and Hearings

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, heretofore referred to in this Article within the structures of the Open Public Meetings Act.

ARTICLE III: EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Whenever any employee is required to appear before any administrator or supervisor, the Board, or any committee thereof, concerning a matter which could reasonably be considered in advance to affect the continuation of that employee in his/her position, employment, salary or any increments pertaining thereto, then the employee shall be given, if feasible, prior to written notice of the reasons for such meeting and shall be entitled to have a representative of the association present to advise the employee and represent the employee during such meeting or interview.

C. 1. The Board agrees that any employees hired on or before June 20, 1994 shall continue to be covered by this Agreement. Any employees hired on or after July 1, 1994, if hired by the Board, for the 1994-95 school year, shall be covered by this Agreement. The Board agrees that if a vacancy occurs in the positions of Head Cooks, Assistant Head Cooks, and Attendants, the Board shall first offer the vacant position(s) to applicants from this Association.

2. The Board agrees that it will not subcontract any part of the food service operation, which would cause food service employees hired on or before June 30, 1994 to be involuntarily terminated due to subcontracting.

ARTICLE IV: ASSOCIATION RIGHTS

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or meeting, the employee shall suffer no loss of pay.
- B. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as the same do not interfere with nor interrupt normal school activities and subject to notification to the building principal at least three (3) days in advance; for emergency meetings, twelve (12) hours notice shall be sufficient.

ARTICLE V: WORK YEAR

A. Working Days

- 1. The work year for all Head Cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is an eight (8) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1488, the total annual number of hours involved.
- 2. The work year for all Assistant Head Cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 and June 30 plus six (6) paid holidays. The standard work day is a seven (7) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1302, the total annual number of hours involved.
- 3. The work year for all Attendants shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a six (6) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1116, the total annual number of hours involved.
- 4. The work year for all Bus Aides shall be in accordance with the school calendar approved by the Board of Education, except that ten (10) month employees shall be required to work three (3) and one-half (1/2) days in addition to the number of student school days. The work year shall include six (6) paid holidays as set forth in the 1994-1997 contract. The standard work day is a four (4) hour work day and the hourly rate shall be computed by taking the annual salary and dividing by 752, the total number of hours involved.

5. The work year for all Cafeteria Workers (listed under Article XI, Section F) shall consist of one hundred seventy-six (176) days per year between the dates of September 1 through June 30 plus six paid holidays. The standard work day is a four (4) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 728, the total annual number of hours involved.
6. The following days shall be considered paid holidays:
 - Thanksgiving Day
 - The day after Thanksgiving
 - Christmas Day
 - New Year's Day
 - Good Friday
 - Memorial Day

ARTICLE VI: DAILY WORK HOURS

- A. Eight (8) hour and seven (7) hour per day employees shall receive a daily thirty (30) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.
- B. Six (6) hour per day employees shall receive a daily twenty (20) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.
- C. Four (4) hour per day employees shall receive a daily twenty (20) minute lunch period. This time shall be part of each employees work day.
- D. The schedules for all employees shall be posted in each school.
- E. Bus Aides shall be guaranteed two (2) hours on a.m. and two (2) hours on p.m. run. Bus Aides who work beyond four (4) hours per day shall be paid at their regular hourly rate in the same manner as members of the Clifton Transportation Association.
- F. Overtime
 1. Any hours worked beyond forty (40) hours in a week shall be compensated at one and one half (1-1/2) times the hourly rate.
 2. Any work required on holidays shall be compensated at one and one half (1-1/2) times the hourly rate.
 3. For purposes of overtime calculation; holidays, sick days and personal days shall be considered days worked.

4. Employees asked to return to work after their regular shift shall be guaranteed three hours at the rate of one and one half (1-1/2) times the regular rate.

- G. On half (1/2) school days which occur during the school year, eight (8), seven (7), and six (6) hour employees shall work four (4), three and one half (3-1/2) and three (3) hours respectively. Four (4) hour employees shall not be required to work. However, up to two (2) in-service days per school year shall be selected by the Director of Food Services. On these two days eight (8), seven (7) and six (6) hour employees may be required to work/attend an in-service for no more than the length of their regular work day. Four hour (4) employees, as part of their work year, shall be required to attend this in-service training for each of these two (2) in-service days. If half days are scheduled during the last week of the school year, all employees shall work one half (1/2) of their normal work day. This paragraph shall not refer to Bus Aides.

- H. Any meetings of employees called by supervisors and/or directors shall be part of an employee's regular work day or shall be additionally compensated at the straight time rate.

- I. When a Head Cook, Assistant Head Cook or an Attendant is absent, they shall be replaced with only a regular employee, excluding Elementary Satellite Workers, with commensurate overtime (Section F of Article VI) paid to employees who work beyond their regularly scheduled work day.

ARTICLE VII: EMPLOYMENT PROCEDURE

- A. Each employee shall be notified of their reappointment or non-reappointment for the following year by June 30 of the present work year. Cafeteria workers shall be subsequently notified by August 15 of the job responsibility, school assignment and starting time. Bus aides shall be notified of their route packages at the Transportation Department meeting held at the start of the school year. However, working hours may be subsequently modified as necessary.

- B. Each employee shall be paid according to the position, which they fill at the salary negotiated and presented in the salary guide of this contract.

- C. All notices for job opportunities within the district shall be posted in all departmental work locations on the official bulletin board, the cafeteria office, and the bus aides bulletin board at least ten (10) work days before the closing date for applications. A copy of each such notice shall be sent to the Association President.

- D. If a cafeteria worker fills in for an absent cafeteria worker who has a higher paid position for a period of ten (10) consecutive work days, the replacement shall receive the pay of the higher paid position retroactive to the tenth (10th) consecutive day. Such pay shall continue until the return of the absent cafeteria worker.

ARTICLE VIII: SENIORITY

- A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if the employee resigns or is discharged for cause, irrespective of whether the employee is subsequently rehired by the school district.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of facility or its relocation, the employees shall be laid off in the inverse order of seniority.
- C. Selection of Route Packages for Bus Aides will be based on the following criteria:
 - 1. Selection will be made by Bus Aides who have worked in the Transportation Department by seniority.
 - 2. Bus Aides interested in additional scheduled hours beyond the four (4) hour package (i.e., kindergarten runs) will be selected by seniority for the entire year.
 - 3. Bus Aides interested in additional, not regularly scheduled hours (i.e., field trips, athletic events, etc.,) will be selected by seniority from a list of interested Bus Aides established early in each year of this Agreement.
 - 4. Any disputes between bus aides and bus drivers or other problems, which may arise, shall be resolved by a decision made by the Supervisor of Transportation.
- D. Additional Work Hours for Cafeteria Workers
 - 1. If it is determined that head cooks and/or assistant head cooks are required for additional hours, cooks will be assigned by seniority from a list of interested cooks established early in each year of this Agreement. Additional assignments shall be rotated down through the list.
 - 2. If it is determined that cafeteria workers/attendants are required for additional hours, cafeteria workers/attendants will be assigned by seniority from a list of interested cafeteria workers/attendants early in each year of this Agreement. Additional assignments shall be rotated down through the list.
 - 3. The Association President shall receive a list of all interested cooks and a list of interested cafeteria workers/attendants and the actual assignments as assigned by the Food Service Director.

ARTICLE IX: LEAVES OF ABSENCE

- A. All employees shall be entitled to ten (10) cumulative sick days each school year on a employee's first day of employment in each school year. All employees shall be notified of sick days accumulated annually.

- B. Personal Days
 - 1. Employees shall be granted three (3) personal days per contract year. These personal days will be noncumulative; however, personal days not used will be converted to sick leave days at the end of the school year and added to the workers accumulated sick days.

 - 2. One or more of the following categories are eligible reasons for taking personal days:
 - a. Death (except as indicated in "C" of this Article.)
 - b. Illness (except personal illness as indicated in "A" of this Article.)
 - c. Court Order
 - d. Religious Observances
 - e. Personal affairs of a non-recreational nature, which cannot be carried out after work.
 - f. Whenever possible, permission to take a personal day must be secured in advance from the Business Administrator. If not secured in advance, the request is to be confirmed in writing as soon as possible thereafter.

- C. All employees shall be granted bereavement leave with pay according to the following schedule:

Four (4) consecutive days absence shall be allowed immediately within seven (7) calendar days following the death of a father, mother, brother, sister, husband, wife, child, grandparent, grandchildren, father-in-law or mother-in-law.

- D. All employees who are called to serve on jury duty shall receive their full salary during the period of jury duty less the amount of compensation paid them for jury service.

ARTICLE X: RETIREMENT REIMBURSEMENT FOR SICK DAYS

Upon retirement, employees employed by the district as of June 30, 1991, shall be paid for forty percent (40%) of unused sick days; employees hired by the District after June 30, 1991, shall be paid for thirty-four percent (34%) of unused sick days. Such payment shall be based on the final annual salary of the individual requesting payment. In the event of death, the estate shall be granted the payment.

ARTICLE XI: SALARIES

POSITION STEP	<u>2003-2004</u>		<u>2004-2005</u>		<u>2005-2006</u>	
	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
<u>A. High School Head Cook</u>						
1	15.53	23,106	16.23	24,146	16.96	25,232
2	16.47	24,498	17.21	25,600	17.99	26,752
3	17.32	25,762	18.10	26,921	18.91	28,133
4	17.85	26,557	18.65	27,752	19.49	29,001
<u>B. Other Head Cooks</u>						
1	15.14	22,530	15.82	23,522	16.53	24,603
2	15.99	23,792	16.71	24,863	17.46	25,981
3	16.83	25,055	17.59	26,182	18.38	27,361
4	17.36	25,829	18.14	26,991	18.96	28,206
<u>C. Assistant Head Cooks</u>						
1	14.58	18,982	15.24	19,386	15.92	20,729
2	15.42	20,008	16.11	20,992	16.84	21,937
3	16.19	21,081	16.92	22,030	17.68	23,019
4	16.71	21,758	17.46	22,737	18.25	23,760
<u>D. Attendants</u>						
1	14.58	16,271	15.24	17,003	15.92	17,768
2	15.42	17,218	16.11	17,993	16.84	18,803
3	16.19	18,068	16.92	18,881	17.68	19,731
4	16.71	18,653	17.46	19,492	18.25	20,370
<u>E. Bus Aides</u>						
1	12.81	9,636	13.39	10,073	13.99	10,526
2	13.53	10,174	14.14	10,632	14.78	11,110
3	13.90	10,451	14.53	10,921	15.18	11,413
4	14.64	11,009	15.30	11,504	15.99	12,022
<u>F. Cafeteria Workers</u>						
1	12.81	9,328	13.39	9,748	13.99	10,187
2	13.53	9,849	14.14	10,292	14.78	10,755
3	13.90	10,118	14.53	10,573	15.18	11,049
4	14.64	10,658	15.30	11,138	15.99	11,639

G. Payment shall be made in twenty equal paychecks each year.

Salary distribution and salary guide construction shall be mutually approved by the Association and the Board.

- H. 1. Cafeteria Workers shall be given two hundred fifty dollars (\$250.00) Per school year for uniform (including footwear) allowance. Such payment shall be made within sixty (60) days of presentation of receipts and proof of uniform and footwear purchase to the Business Administrator or designee.
- 2. The board shall provide each bus Aide with one (1) jacket every second year (after commencement of employment); five (5) shirts every year; two (2) pair of pants every year; and one (1) pair of shoes every year. Shorts may also be provided at the discretion of the Board. Type, style and color of the uniforms will be chosen by the School Business Administrator. The employees shall have the option of size, sleeve length (if applicable), and jacket weight.

I. Longevity

- 1. Employees shall receive a longevity payment as follows:
 - a. 2% of base salary after five (5) years
 - b. 3% of base salary after ten (10) years
 - c. 4% of base salary after fifteen (15) years
 - d. 5% of base salary after twenty (20) years
 - e. 6% of base salary after twenty-five (25) years
- 2. Longevity adjustments shall be paid on July 1st for those individuals whose anniversary date falls between January 2nd and July 1st and on January 2nd for those individuals whose anniversary date falls between July 2nd and January 1st.
- 3. All longevity payments shall be paid as part of the annual salary and shall be paid in accordance with Section "H" of this article.

ARTICLE XII: INSURANCE PROTECTION

A. Medical Insurance

The Board agrees to pay full premium for medical insurance available through the Board's Health Insurance Provider at a level of benefits equal to, or better than, the N.J. State Health Benefits Program as of October 1, 1996 and modified herein for each employee and dependent(s) effective July 1, 1997, subject to the following conditions:

- 1. The deductible for the Indemnity Program for all employees regardless of the first date of employment shall be \$200 for employee and \$400 for dependent(s) coverage.

2. Employees whose first day of employment shall be on or after July 1, 1997 shall be enrolled in either employee and/or dependent(s) Preferred Provider Organization (PPO).
3. If employees whose first day of employment is on or after July 1, 1997 select medical coverage other than the PPO, available through the Board's Health Insurance Provider, they shall pay for the difference in the cost of the premium between the PPO and the program selected.

B. Prescription Insurance

Effective July 1, 2003, the Board shall pay the full premium for prescription insurance for each employee and dependent(s), subject to a \$20.00 co-pay for brand name prescriptions and \$10.00 co-pay for generic prescriptions, with a \$0 co-pay for mail-in prescriptions.

C. Dental Insurance

The board agrees to pay full premium for each employee and dependent(s) coverage for a dental plan, which includes the following elements:

- (1) preventive and diagnostic – 100%
- (2) basic services 80/20 copay
- (3) prosthodontic benefits 50/50 copay
- (4) orthodontic benefits 50/50 copay

The maximum amount payable for the above services excluding orthodontic shall be \$1800.00 per calendar year. Orthodontic benefits are subject to a \$1000.00 maximum per case, which is separate from the \$1800.00 maximum per year for other covered services, retroactive to September 1, 1989.

ARTICLE XIII: PROMOTIONS

- A. Promotion to any position shall be made, where possible, on a seniority basis as provided below. Consideration will be given to ability, attendance, and aptitude, but where these appear equal, the promotion shall go to the person with the greatest length of service. Promotion will be made where all else is equal from the present work force. A minimum of one (1) year service in this district shall be required for consideration to promotion to higher paid positions.
- B. Any person promoted to a high paid position shall be placed on the same step of the appropriate salary guide.
- C. Promotion to a salaried position and appointment to the part time force shall be made by the Board of Education upon the recommendation of the Superintendent of Schools.
- D. Substitute workers serve the primary purpose of filling in for absentees. Where possible, promotion to the part time staff should be made from the substitute category. Substitutes shall not be used as long term trainees.

ARTICLE XIV: PROTECTION OF EMPLOYEES

- A. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
- C. The Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained on the job.

ARTICLE XV: DEDUCTION FROM SALARY

- A. Association Payroll Dues Deduction
 - 1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education Association, the Passaic County Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9E) and under rules established by the State Department of Education. Said monies together with current records of any collections shall be transmitted to the local association by the 15th of each month following the monthly pay period in which deductions were made.
 - 2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

ARTICLE XVI: REPRESENTATION FEE

- A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the Following august 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of the fee will be to effect the employee's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will inform the Board in writing of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees and assessments.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with N.J.S.A.34:13A-5.4 of this act, a return of and part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid or activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

ARTICLE XVII: SUCCESSOR NEGOTIATIONS

A. Contract Changes

1. The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Associations.
2. Negotiations for a successor contract shall begin in accordance with PERC rules prior to the expiration of this contract.
3. Either party may, if so desired, utilize the services of outside consultants.
4. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings, and meetings or in negotiations, they shall suffer no loss in pay.
5. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

- A. Non-discrimination: The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- B. Board Policy: This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of the Agreement are to be printed at the expense of the Board.
- E. The Board agrees to allow up to twelve (12) employees to attend one (1) workshop per school year with prior approval of the Food Service Director and Superintendent of Schools. The Board shall pay all fees in connection with the workshop. The workshop must be scheduled during non-working hours.
- F. The parties agree that all ten (10) month employees shall be eligible for advancement of one full step on the salary guide for the following year provided he/she commences employment with the Board prior to February 1st and actually works more than ninety (90) days during the year.

The parties further agree that all twelve (12) month employees shall be eligible for advancement of one full step on the salary guide for the following year provided he/she commences employment with the Board prior to January 1st and actually works more than one hundred-twenty (120) days during the year.

No employee shall be eligible for one-half step increments.

- G. The terms of this Agreement shall be for three (3) years commencing on July 1, 2003 and terminating on June 30, 2006.

The following agree to this Memorandum of Agreement on behalf of their respective organization.

FOR THE CLIFTON PUBLIC SCHOOL
CAFETERIA ASSOCIATION

FOR THE CLIFTON BOARD OF
EDUCATION

President Date

President Date

Vice-President Date

Board Secretary Date

