

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP *Board of Education*

and the

NORTH HANOVER SCHOOL CAFETERIA WORKERS' ASSOCIATION

X 1981

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this Agreement is made and executed this day of 1981 between the Board of Education of North Hanover Township, Burlington County, New Jersey, (hereinafter referred to as the "Board") and the North Hanover School Cafeteria Workers' Association (hereinafter referred to as the "Association").

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ARTICLE I
Recognition

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the North Hanover Township Board of Education hereby recognizes the North Hanover School Cafeteria Workers' Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:

COOKS AND COOK'S ASSISTANT

B. Unless otherwise specified in the Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II
Negotiation Procedure

A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations in accordance with the time frames dictated by the Public Employees Relations Commission.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representative shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The Association understands that any agreement is tentative until ratified by a majority of the Board at a public meeting.

D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement as set forth in Article XV, neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and 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 statute.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization than the Association.

ARTICLE III
Grievance Procedure

A grievance means a complaint by an employee(s) that he/she has been treated unfairly or inequitably. Any employee has the right to appeal his/her case at each level of this procedure, assured that such appeal shall not be subject to criticism, undue publicity, or harrassment because he/she utilizes this procedure for adjudication of any grievance.

If a grievant utilizing this procedure does not initiate his/her appeal within any of the following time limits, the issue shall be considered resolved.

If the following prescribed time factors are not adhered to by school authorities, then the grievant may exercise the option within seven (7) school days to proceed to the next level.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level I - Any employee who has a grievance shall first discuss his/her contentions with the supervisor to whom he/she normally reports and thereby attempt to resolve the issue informally. To be viable a grievance must be initiated within thirty (30) calendar days of the event, or when he/she could have reasonably known of the event.

Level II - If the grievant is not satisfied with the written determination of the Assistant Superintendent, he/she may within five (5) school days of receipt submit a written appeal addressed to the Board of Education, attention to the Board Secretary, (with a copy to the superintendent who shall then forward the grievance file to the Board President), requesting a review of the Assistant Superintendent's determination. Such review shall be held by the Board, or a committee of the Board with jurisdiction for this purpose, who shall conduct a hearing with the grievant within fifteen (15) school days of receipt of the grievant's letter requesting the review.

The results of the Board's review shall be communicated in writing to the grievant by the Board President within ten (10) school days of the review. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he/she may within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, request in writing that his/her grievance be submitted to arbitration.

Level III - Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with

the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty (20) school days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him. The Arbitrator's decision shall be in writing and shall set forth his findings of 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 Association and shall be binding upon the parties. Acknowledging binding arbitration as the means of resolution for a dispute arising under this agreement, there shall be no form of strike. The cost for the services of the arbitrator as agreed to by both parties shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

ARTICLE IV

Employee Rights

A. Whenever any employee is required to appear before the Superintendent, Assistant Superintendent, the Board, or any committee thereof concerning a disciplinary hearing which could adversely affect the continuation of that employee in his/her position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such hearing and shall be entitled to have at his/her option a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and Association hereby agree that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Association for the purpose of collective negotiations with the Board, and the Board and Association will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board and Association further agree that neither will discriminate against any employee by reason of membership or participation in the activities of the Association, or the lack of such, or the processing of any grievance hereinunder.

C. No employee shall be disciplined, or reduced in rank or compensation without just cause.

D. No employee shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.

ARTICLE V

Association Rights

A. The Board agrees to make available to the Association in response to reasonable requests at the time of negotiations, the annual financial report, directory to all personnel in unit, and other data in the public domain.

B. Whenever any employee in the bargaining unit permitted or required by the Board to participate during working hours in negotiations,

grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

C. The Association may have meetings in accordance with the Board's policy for building use.

D. The Association shall have the right to make reasonable use of school mail boxes or inter-school facilities provided all material except meeting announcements are in sealed envelopes.

E. The Board agrees to deduct from the salary of employees dues of the Association and its affiliates as authorized by the employees. Such deduction shall be made according to Chapter 233 N.J. Public Laws of 1969 and rules of the State for such deductions.

ARTICLE VI

Hours of Work

A. All Cooks and Cooks Assistants shall work six (6) hours per day. All approved work performed over forty (40) hours in a five day week shall be paid at the rate of time plus one-half. All work between thirty (30) and forty (40) hours shall be paid at straight time. All time over thirty (30) hours will be based on one half ($\frac{1}{2}$) hour.

B. Reasonable hours encompassing the work day will be established by the Board for all Cooks and Cook's Assistants.

C. Employees shall work a teacher school year including in-service days and orientation days plus one (1) clean-up day at the end of the school year. Cooks and Cook's Assistants will be available during in-service days as needed.

ARTICLE VII

Leaves of Absence

A. Sick Leave - All ten month employees shall be entitled to ten (10) days of paid sick leave in each work year.

B. Emergency Absence - All employees shall be entitled to bereavement days will full pay in accordance with Board policy.

C. Personal Absence - All employees in the bargaining unit shall be entitled up to three (3) days of paid leave to conduct personal business.

D. Accrued Leave Statement - All employees will receive a written statement of accrued sick leave once per year by September 30th.

E. Unpaid Leave of Absence for Family Illness - Each employee who requires an extended leave of absence without pay because of serious illness in the immediate family (defined herein as immediate kin, the same household) shall make such request to the Board through the Assistant Superintendent and such leave shall not be capriciously denied. Each

request shall be accompanied with certification by a physician of the need for such leave. Leave shall not exceed one full year, or the balance of a work year if such be the case. Normally such request must be made at least sixty (60) days prior to commencement (in case of a bona fide emergency, the sixty (60) days notice of requirement may be waived), and application for return must be made in writing at least sixty (60) days prior to the start of the subsequent work year. Re-application for such leave must also be made at least sixty (60) days prior to the beginning of the next work year. Return from leave shall not be credited as active service for pay or benefits (but shall be entitled to applicable current benefits), and failure to comply with the time requirements stated above shall be understood as resignation by the employee.

F. Each employee required to serve on jury duty shall be paid the difference between his/her salary and the jury payment for up to two (2) weeks pay. In addition, any employee who is required by the Board to be in attendance as a witness in a legal proceeding shall not suffer loss in pay. In no case will this special leave be granted or credited for more than six (6) hours per day or thirty (30) hours in one week. The employee shall notify his/her supervisor, immediately upon notification, that such leave is required and subsequently furnish bonafide evidence that he/she did perform the duty for which the leave was requested.

G. In accordance with and to the extent required by statute, approved work related injury shall not be counted against the employee's sick leave.

ARTICLE VIII

Reduction in Force

In the event of an actual or anticipated reduction in force (RIF) of unit members, the Board shall adhere to the following procedure:

A. Procedure - Notice shall be sent to the Association President at least thirty (30) days in advance of any Board action to reduce force. This notice shall be for the purpose of allowing the Association to consult with the Board.

B. Selection of Unit Members Affected - The Superintendent of Schools in making such recommendations for a reduction in force of unit members shall consider recommendation from the Assistant Superintendent on job performance and seniority.

ARTICLE IX

Salaries

A. The salary of each employee in the bargaining unit shall be computed in accordance with Schedule A, which is annexed hereto and incorporated as a part thereof.

B. Salaries hereunder shall be paid on the fifteenth and last day of the month; in the event that said date may fall on a weekend or holiday, salary payments will be made on the preceding work day.

C. Each employee who has completed his/her end of the year assignment shall receive his/her final check as soon as available.

ARTICLE X

Health Insurance

A. As of the beginning of the 1981-82 school year, the Board shall provide health-care protection in accordance with the Board's master plan for the employee and family.

B. The health insurance carrier(s) shall be the Hospital Service Plan of New Jersey (Blue Cross) and the Medical-Surgical Plan of New Jersey (Blue Shield) for the basic hospitalization and medical-surgical coverage with Rider J and Major-Medical coverage or the equivalent in accordance with the Board's master plan.

C. The insurance carrier(s) shall be requested to provide to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above.

D. Liability coverage shall be in accordance with and to the extent required by law.

E. Effective July 1, 1981, the Board of Education shall pay for each Cook and Cook's Assistant eligible and choosing to enroll the full single or the full family prescription plan (commonly referred to as the one dollar (\$1.00) co-pay).

ARTICLE XI

Promotions

A. A promotional position shall be one which pays a higher rate and which encompasses a higher level of responsibility.

B. When a promotional position becomes vacant, notice of said vacant position shall be posted on the bulletin board of the central office and the cafeteria of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position. If a promotional position becomes available during the summer recess, then such notice shall be mailed to the Association President.

C. Employees desiring to apply for such positions shall submit applications in writing to the Assistant Superintendent within the time limit specified in the notice.

D. The Board agrees in considering such applications to give due consideration to the applicant's seniority, background and attainments along with other relevant factors.

ARTICLE XII

Voluntary Transfers

A. In the event that a vacancy occurs in any similar unit position, the Superintendent shall within a reasonable time thereafter post notice of the vacancy on the bulletin board in the central office and in the cafeteria in each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of the request to do so with the Assistant Superintendent, including the position and location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee and seniority but shall retain the right to dispose of any requests in accordance with the best interest of the school system.

ARTICLE XIII

Involuntary Transfers

A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

B. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.

C. In the event that an employee objects to the transfer or reassignment upon the request of the employee, the Assistant Superintendent or his designee shall meet with him/her. The employee may, at his/her option have an Association representative present at such a meeting.

D. An employee being involuntarily transferred or reassigned shall be so transferred or reassigned only to a equivalent salary position.

E. The right regarding involuntary transfer or reduction in force resides with the Board.

ARTICLE XIV

Administration of Contract

A. 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 provisions of 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.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified mail letter at the following addresses:

1. If by the Association, to the Board at the Jacobstown School
2. If by the Board, to the Association President
North Hanover School Cafeteria Workers' Association
Mrs. Margaret LeJambre, Monmouth Road, R. D.
Wrightstown, New Jersey 08562

D. The Board and the Association agree that there shall be 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, city, or town of residence or marital status.

E. This agreement incorporates the total understanding of the Board and the Association.

F. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and a copy given to each employee.

ARTICLE XV Miscellaneous

A. All new cafeteria personnel shall be hired on a forty-five school day trial period before being issued a contract.

B. An employee who is required to use his/her own vehicle in the performance of his/her work shall be reimbursed at the rate established by the Board. It is understood that McGuire Schools # 1, #2, #3 and #4 are considered one complex and there is no mileage paid for travel between these schools.

C. Any Cook's Assistant who works more than ten consecutive working days as a replacement for the Cook shall be paid an additional Two Hundred Dollars (\$200.00) as per Board policy.

D. It is understood that food handlers (servers) will not handle money during the times food is being served.

E. The practice of clean-up (sweeping and mopping) the kitchen area shall be continued as in the past.

ARTICLE XVI
Term and Duration

A. This agreement shall be effective as of September 1, 1981, subject to the rights of the parties to negotiate a successor agreement as provided in Article II.

B. This agreement shall not be extended orally and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1982.

C. In Witness Whereof the Association has caused this Agreement to be signed by its President and Secretary and The Board has caused this Agreement to be signed by its President and Secretary and its corporate seal to be placed hereon all on the day and year first above written in the Preamble.

July 28, 1981

(Date of Signing)

NORTH HANOVER SCHOOL CAFETERIA WORKERS' ASSOCIATION

By Margaret B. LeJambre
(Its President)

By Elizabeth Harris
(Its Secretary)

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

By Joseph P. [Signature]
(Its President)

By Joseph M. [Signature]
(Its Secretary)

SCHEDULE A
Salary Guide 1981- 1982

Cook		Cook's Assistant	
Step 1	- 6400	Step 1	- 4160
2	- 6800	2	- 4260
3	- 7200	3	- 4360
4	- 7600	4	- 4480
5	- 8000	5	- 4600
6	- 8400	6	- 4740
7	- 8800	7	- 4870
		8	- 5030
		9	- 5190
		10	- 5350
		11	- 5510
		12	- 5690
		13	- 5870
		14	- 6080
		15	- 6300
		16	- 6520

The Food Service Personnel Director shall receive \$ 1000.00 above the appropriate step on the above Cook's guide.

Aug 14 3 22 PM '81

PERC