

Clifton Board of Education and
CLIFTON PUBLIC SCHOOL CAFETERIA ASSOCIATION
 CONTRACT FOR 1981-1982 SCHOOL YEAR

Article I: RECOGNITION

- A. The Board hereby recognizes the Clifton Public Schools Cafeteria Association as the sole and exclusive representative for collective negotiations concerning grievance and terms and conditions of employment. Said unit shall include part time and full time head cooks, bakers, attendants, bus aides.
- B. Unless otherwise stated, the term "employee" shall mean all employees represented by the unit.

Article II: GRIEVANCE

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, 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 of the Board, who might be required to take action or against whom 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 limites specified may ~~LIBROWER~~, be extended by mutual agreement.

Institute of Management and
Labor Relations

MAR 5 1982

RUTGERS UNIVERSITY

RV
H/BW

X Sept. 1, 1981 - June 30, 1982

2. Level One: Immediate Superior

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent.

4. Level Three: School Board

If the aggrieved party is not satisfied with the decision at Level Two, he may submit his grievance to the Board of Education. The Board shall render a decision in writing within forty (40) days following receipt of the grievance.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at the grievance procedure by himself, or, at his option, by a representative selected 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.

AT

HBW

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.

Article III: EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he 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 effect the continuation of that employee in his position, employment, salary, or any increments pertaining thereto, then s/he shall be given, if feasible, prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

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, conferences, or meetings, he 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 or interrupt normal school activities and subject to notification to the Superintendent 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 full time employees shall consist of two hundred (200) days per year between the dates of September 1st to June 30th.
- 2. The work year for all part time employees shall consist of one hundred and seventy (170) days per year between the dates of September 1st to June 30th.

3. Any work day beyond the number listed shall be paid at an overtime rate.

Handwritten initials:
R
H.B.

B. Holidays

The following days shall be considered paid holidays for all employees:

- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

Article VI: DAILY WORK HOURS

- A. Eight hours per day employees shall receive $\frac{1}{2}$ hour lunch period/day and two fifteen [15] minute breaks/day, one in the A.M. and one in the P.M.
- B. Six hour per day employees shall receive twenty [20] minute lunch break and two fifteen [15] minute breaks, one in the A.M. and one in the P.M.
- C. Four hour per day employees shall receive a twenty [20] minute lunch break.
- D. The schedules for all workers shall be posted in each school.
- E. Bus aides shall be guaranteed two hours on A.M. and two hours on P.M. runs.
- F. Overtime
 1. Any work required outside of the regularly scheduled work day shall be at one and one-half [$1\frac{1}{2}$] time.
 2. Work required on holidays shall be paid at two and one-half [$2\frac{1}{2}$] times the base pay.
 3. Employees asked to work overtime shall be guaranteed at least one hour work.
 4. Employees asked to return to work after their regular shift shall be guaranteed three [3] hours at the rate of time and one-half [$1\frac{1}{2}$] time.
 5. For purpose of overtime, holidays, sick days and personal days shall be considered days worked.

Article VII: EMPLOYMENT PROCEDURE

- A. Each employee shall be notified of their reappointment/^{or non-reappointment}for the following year by June 30th of the work year. Such notification shall include the salary and the work hours; however, work hours may be modified subsequently 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.

RA
HBW

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 he resigns or is discharged for cause, irrespective of whether he 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 a facility or its relocation, the employees shall be laid off in the inverse order of seniority.
- C. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least fifteen (15) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

Article IX: LEAVES OF ABSENCE

- A. All employees shall receive ten (10) cumulative sick days/school year and shall be notified at the beginning of each year of the number of sick days accumulated.
- B. Personal Days
 - 1. Employees shall be granted three (3) personal days per contract year. These personal days will be non-cumulative.
 - 2. One or more of the following categories are eligible reasons for taking personal days:
 - a. Death (except as indicated in "D" 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 and personal affairs which might not be carried out after work hours.
 - f. Whenever possible, permission to take a personal day must be secured in advance from the Superintendent. If not secured in advance, the request is to be confirmed in writing as soon as possible thereafter.

RT
HBW

- 7-
- B. Promotion to a salaried position shall be made, where possible, on a seniority basis. 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.
 - C. Promotion to a salaried position shall be made where possible from the part time force. A minimum of one year service in this system shall be required for consideration to promotion to salaried employment. Continuing with this contract, any person promoted to the position of attendant shall be placed on the same step of the guide that the part time person is currently being paid. A part time person on the 4th step of the guide shall be considered for promotion to the 4th step of the Attendant's Guide.
 - D. Promotion to a salaried position and appointment to the part time force shall be made by the Board of Education upon recommendation of the Business Administrator.
 - E. 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.
 - F. Six-hour personnel, on the 4th step of the guide, filling positions and duties of attendants and working on a full-time basis shall be considered eligible for promotion.

Article XIII: 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 duties.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- 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 in the course of his direct performance of his employment.

Article XIV: 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, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 [NJSA 52: 14-15.9e] and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the local association by the 15th of each month following the monthly pay period in which deductions were made.

RF
HBA

2. Each of the associations named above shall certify to the Board, in writing, the current rate of 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 XV: MISCELLANEOUS

- 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.

* * *

CLIFTON PUBLIC SCHOOL CAFETERIA ASSN.

Helen B. Walsh
President

Barbara S. Gonnelli
Negotiator

CLIFTON BOARD OF EDUCATION

John J. Rutledge
President

John J. Rutledge
Negotiator

Dated Sept 23, 1981

ATTEST:

Arnold Felice
Secretary-Business Administrator

RS

34

PERC
Oct 6 12 02 PM '81