

AGREEMENT  
JULY 1, 2009 through JUNE 30, 2012

between the  
BOARD OF EDUCATION  
of the  
TOMS RIVER SCHOOLS

and the  
THE CAFETERIA  
WORKERS ASSOCIATION

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## **PREAMBLE**

This agreement entered into the first day of July 2009 by and between the Board of Education of the Toms River Regional School District, Dover Township, New Jersey, hereinafter referred to as "The Board" and the Toms River Cafeteria Workers Association, hereinafter referred to as "The Association".

## **ARTICLE 1 - RECOGNITION**

A. The Board hereby recognizes the Association as the representative for collective negotiations concerning the terms and conditions of employment for all regularly employed workers i.e.:

1. Full time cafeteria workers - working normally fifteen (15) hours per five (5) day week.

Lead Persons – working normally thirty-two and a half (32.5) hours per five (5) day week.

2. Following excluded:

a. Substitutes

b. Per Diem

c. All Supervisory Personnel

d. Other School Employees

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

## **ARTICLE 2 - NEGOTIATION PROCEDURE**

A. In accordance with Chapter 123, P.L. of N.J. 1974, the parties agree to enter into negotiations in good-faith effort to reach agreement governing the terms and conditions of employment.

B. Not later than October 8, 2011, the Board agrees to negotiate with the Association over a successor Agreement. By the same date, the association agrees to present to the Board its proposals for the successor Agreement. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the association mutually agree to an extension of time.

C. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall 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 of the parties at the time they negotiated or executed this Agreement.

### ARTICLE 3 - GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees. Grievances not affecting the terms and conditions of employment shall end at the Board level. The Association may process such a grievance even if the aggrieved person does not wish to do so.

2. A "grieved" is the person or persons making the claim.

3. A grievance to be considered under this procedure, must be initiated in writing by the worker within ten (10) school days from the time the employee knew or should have known of its occurrence.

#### B. Procedure:

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

b. If it is understood that employees shall during and notwithstanding the dependency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with the Food Service Director in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Assistant Superintendent specifying:

- a. The nature of the grievance and Article of contract violated.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions.
- d. His dissatisfaction with decisions previously rendered

The Assistant Superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

4. The employee, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Food Services Director as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Superintendent.

5. If the grievance is not resolved to the employee's satisfaction he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, they shall so notify the Board through the

Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievances involving any of the following points:

- a. A complaint of a worker which arises by reason of his not being re-employed.
- b. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on increment denial, or suspension.
- c. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
- d. A complaint by a worker occasioned by the withholding of a salary increase or increment.

7. A. The following procedure will be used to secure the services of an arbitrator.

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

B. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

C. Rights of employees to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

#### **ARTICLE 4 - EMPLOYEE RIGHTS**

A. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not discourage, or deprive or coerce any worker in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974.

B. Whenever any worker is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that worker, in his employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.

C. Employees will be notified on or before July 30th, if practicable, of the number of hours the Board expects to be able to offer them for the next school year and the school to which they will be assigned. This shall not apply to employees who will not be rehired and/or to those employees who have less than a full year of service. The twenty-five (25) senior employees will be notified on or before June 30th if the Board

expects to reduce their hours. This shall not be subject to the grievance procedure.

D. A copy of notices posted for the cafeteria will be sent to the President of the Association.

## **ARTICLE 5 - SALARIES**

A. The salary for all cafeteria workers will be increased according to the Cafeteria Workers guide. Each employee will be placed on the guide according to their current hourly rate and then will progress one (1) step each year. The salary of each employee covered by this agreement shall be attached hereto and made a part of this agreement.

B. All Cafeteria Workers designated as Lead Person will be placed on the Cafeteria Workers Association Lead Cafeteria Workers guide and will be placed on the appropriate step according to their current hourly rate.

C. All Cafeteria Lead Persons will be required to work six and one half (6.5) hours per day. Lead Cafeteria Workers will be eligible for additional hours if deemed necessary, with the approval of the Food Services Director.

D. At no time will a substitute earn a higher rate than a regular cafeteria worker.

E. When a payday falls on or during a school holiday, vacation or weekend, workers shall receive their pay checks on the last previous working day.

F. Ten (10) month employees shall receive their final checks on the last working day in June.

G Cafeteria salaries will be based on one hundred ninety-five days. One hundred eighty (180) student days, (10) holidays, five (5) days for opening/closing cafeterias, and/or professional days.

H. The work year for cafeteria workers shall be every day students are in session as per the official school calendar. In addition, cafeteria workers will report for five (5) days reference the opening and closing of schools and/or professional days.

I. Any cafeteria worker employed on or before February 1st will be considered to have one (1) year experience on the following September

1st. Any cafeteria worker employed after February 1st will be considered a new employee on the following September 1st.

J. "Outside Function" hourly rate will be \$20.00 per hour for each year of the Agreement.

K. Hourly increase is not automatic and requires a satisfactory performance report by the Food Services Director.

L. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board.

## **ARTICLE 6 - SENIORITY**

A. The status secured by length of service in the Toms River Schools to which certain rights hereinafter are defined:

1. A seniority list will be compiled by the Food Service Director, based on the employee's first day of employment as a regular employee. The seniority list will be given to the Association President with enough copies for each school.

2. In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list. The last employee laid off will be the first to be re-hired. This seniority right shall not continue for more than one (1) year.

B. A senior three or four-hour employee will be afforded the opportunity to fill a permanent four or five-hour position provided the employee is fully qualified to do the job in the opinion of the Supervisor. This does not apply to vacancies of ten (10) days or less.

## **ARTICLE 7 - SICK LEAVE**

A. New employees shall earn one (1) sick day per month during the first year of employment. After the first year, employees shall be entitled to ten (10) sick days per year which shall accumulate with no maximum limit.

B. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. The Board of Education may, at its discretion, request a Doctor's certificate prior to payment of salary for sick leave.

D. Employees shall be given a written accounting of accumulated sick leave days no later than September 1st of each year.

E. All members, after twenty (20) years of service in the district, will be paid upon retirement for unused sick days the following maximum amounts:

09-10 - \$8,500  
10-11 - \$9,000  
11-12 - \$9,500

F. Employees who are entitled to ten (10) sick days per year and have used (1) sick/personal days or less between August 16<sup>th</sup> and January 31<sup>st</sup>, of the current contract year, will receive an attendance bonus of \$75.00. This bonus will be paid before the close of the fiscal year.

Employees who have used one (1) sick/personal days or less between February 1<sup>st</sup> and June 30<sup>th</sup> will receive an attendance bonus of \$75.00. This bonus will be paid prior to the start of the next contract year.

Additionally, any employee who completes the school calendar year with perfect attendance will receive an additional \$100.00 bonus. This bonus will be paid prior to the start of the next contract year.

#### **ARTICLE 8 - TEMPORARY LEAVE OF ABSENCE**

A. Employees are entitled to the following non-accumulative leave of absence with full pay each year:

1. Employees are entitled to three (3) days of personal leave subject to advance notice and approval secured from the Superintendent. Beginning June 30, 1989 and continuing each June 30th thereafter, unused personal leave days will be added to an employee's accumulated sick leave.

2. \* Up to five (5) school days at any time shall be granted to employee's in the event of a death of an employee's spouse, child, mother or father.

3. Up to five (5) school days at any time shall be granted to employees in the event of death of an employee's son-in-law, daughter-in-law, brother-in-law, brother, sister, mother-in-law, father-in-law, sister-in-law, grandparents or any other member of

the immediate household, provided the employee attends the funeral or other suitable observance.

4. No leave of absence, with or without pay, shall be granted due to the requirements of a second job.

5. If an employee is subpoenaed for jury services by Court of Law to appear of behalf of the Board, such employee shall do so without loss of pay.

6. If at any time during a term of jury service an employee is not required to report to the Court, he/she must report to work.

7. An employee is entitled to take only one (1) personal day per year on either side of a long weekend or holiday, with the prior approval of the Food Service Director. Request shall be submitted one (1) month in advance and will be based on seniority. The Food Service Director will provide written approval. No personal leave days will be granted during the opening or closing of the school year.

8. Other leaves of absence with pay may be granted by the Board for good reason. The Board's decision is not subject to arbitration.

#### **ARTICLE 9 - EXTENDED LEAVES OF ABSENCE**

A. The Board shall grant maternity leave as per statutory regulations.

#### **ARTICLE 10 - MEDICAL EXAMINATIONS**

A. The Board may, at its discretion, require medical examinations by a physician designated by the Board to determine fitness for duty. The fee for any medical examination will be paid by the Board.

#### **ARTICLE 11 - DISMISSAL AND DISCIPLINARY ACTION**

A. Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning.

B. The following offenses may result in discharge without warning notice:

1. Conviction of a felony, dishonesty, theft, insubordination, intoxication, drinking or possession of intoxicating liquor, use or the possession of drugs or narcotics on school property, willful destruction of school property, removal from the premises of school property without permission, misrepresentation with intent to defraud the Board of Education of monies, falsification of application. The above shall be binding without any warning notice being given.

C. For any action of the cafeteria employees that does not call for immediate dismissal, or suspension, the following shall apply:

1. First offense: Verbal warning by the Manager or Food Service Director.
2. Second offense: Written warning by the Food Service Director.
3. Third offense: Written warning by the Food Service Director with a three to five day suspension.
4. Fourth Offense: Suspension and/or dismissal

#### **ARTICLE 12 - TRANSFERS**

A. The Board reserves the right to assign employees to any school or shift which best meets the needs of the school system. This action is not subject to the Grievance Procedure.

#### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

A. If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. In the event any provision is held to be contrary to the law, the parties shall meet immediately to negotiate a provision to replace the illegal provision.

B. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed or thereafter employed.

C. The Association acknowledges and agrees that the employees of the Board of Education, which it represents, are prohibited by law the right to strike or to engage in any other concerted job actions such as work stoppages, slow-downs, sick-outs, which would disable or diminish the efficiency of the Board of Education in the discharge of its Constitutional or Statutory duties. Further the Association agrees that any such action as stated above would constitute a material break of this agreement.

D. Notice:

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) to this Agreement, either party shall do so by telegram or registered letter to the following:

1. If by the Association to the Board President.
2. If by the Board to the Association President.

#### **ARTICLE 14 - REPRESENTATION FEE**

A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34: 13A-5.4.
2. A statement that the Association has established a "demand and return system" in accordance with the requirement of N.J.S.A. 34: 13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such a representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph "C" below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule:

The Board 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 paychecks.

1. In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began 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.

E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law on in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

**ARTICLE 15 - INSURANCE**

A. The Association members will have the opportunity to purchase Health Insurance at group rates. Premiums are to be paid in advance.

B. All Lead Cafeteria Workers will have the option to purchase single HMO medical coverage. The Board of Education will pay 30% of the premium cost for each year of the contract.

C. It is the understanding of the Board of Education that Lead Cafeteria Workers who were grandfathered effective with the previous agreement which was in effect July 1, 2003 through June 30, 2006 who elect to receive single Medical HMO coverage benefits @ the rate of - \$2.00 reduction in hourly rate, will be entitled to medical benefits when they retire after 25 years of service from the State of New Jersey. This policy is consistent with pension regulations. The Board of Education's sole responsibility is to notify the State Health Plan that the employee had medical coverage upon retirement.

**Article 16 - Uniform Allowance**

All employees shall receive a uniform allowance of three hundred dollars. (\$300.00) per contract year. All regular workers shall also receive five (5) shirts per year, which will be supplied by the Board. Leads shall receive two (2) shirts and four (4) chef's jackets, which shall be supplied by the Board. Proper uniform for work is a hat, hairnet, uniform shirt or chef jacket, black pants (no spandex or sweats), black non slip shoes or sneakers and an apron.

**ARTICLE 17 - DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

**For the Board of Education:**



Its President \_\_\_\_\_



Its Secretary \_\_\_\_\_

For the Association:



Its President \_\_\_\_\_



Its Secretary \_\_\_\_\_

**Cafeteria Lead Workers  
Annual Salary Guide 2009-2012**

<b>2008-09 SALARY</b>		<b>2009-10 SALARY</b>		<b>2010-11 SALARY</b>		<b>2011-12 SALARY</b>
		\$23,448.75	→	24,526.13	→	25,603.50
<b>21,500.00</b>	→	24,399.38	→	25,476.75	→	26,554.13
<b>23,000.00</b>	→	25,983.75	→	27,061.13	→	28,138.50
<b>24,875.00</b>	→	27,885.00	→	28,962.38	→	30,039.75

Hourly increase is not automatic and requires a satisfactory performance report by the Cafeteria and Food Services Director.

**Cafeteria Workers  
Hourly Salary Guide 2009-2012**

<b>2008-09</b>		<b>2009-10</b>		<b>2010-11</b>		<b>2011-12</b>
<b>Hrly Rate</b>		<b>Hrly Rate</b>		<b>Hrly Rate</b>		<b>Hrly Rate</b>
						\$11.00*
				\$11.00*	→	11.60
		\$11.00*		11.50	→	12.10
<b>\$11.00</b>	→	11.50	→	12.00	→	12.60
<b>12.00</b>	→	12.50	→	13.00	→	13.60
<b>12.25</b>	→	12.75	→	13.25	→	13.85
<b>13.00</b>	→	13.50	→	14.00	→	14.60
<b>14.00</b>	→	14.50	→	15.00	→	15.60
<b>15.00</b>	→	15.50	→	16.00	→	16.60
<b>16.25</b>	→	16.75	→	17.25	→	17.85
<b>16.50</b>	→	17.00	→	17.50	→	18.10

\* New Hires - Starting Salary

Hourly Increase is not automatic and requires a satisfactory performance report by the Cafeteria and Food Services Director.