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AGREEMENT

NORTH BRUNSWICK BOARD OF EDUCATION

NORTH BRUNSWICK CAFETERIA STAFF

September 1, 1971 - June 30, 1972

PREAMBLE

This agreement entered into this 1st day of July, 1971,
by and between the Board of Education of North Brunswick, the Township of North
Brunswick, New Jersey, hereinafter called the "Board" and the Cafeteria Staff
of the North Brunswick School District, hereinafter called the "Staff."

RECOGNITION

- A. The Board hereby recognizes the designated committee as the majority representative for collective negotiations under Chapter 303, Laws of New Jersey, 1968 for the following:

Cooks

Cafeteria Helpers

Cashiers

- B. Unless otherwise indicated, the term "Staff" when used hereinafter in this agreement shall refer to all employees represented by the Committee in the negotiating as defined above, and references to male persons shall include female persons.

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.
- B. During negotiations, the Board and the designated Committee shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available any public information of the North Brunswick School District.
- C. At the close of each negotiations session, the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiations session.
- D. All negotiation sessions between the parties shall be scheduled to take place when the persons involved are free from cafeteria responsibilities, unless otherwise agreed.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean that a Staff member or group of staff members are appealing the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. An individual employee at any time may present grievances.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, 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. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. Level One

A Cafeteria staff member with a grievance shall first submit it in writing to his principal or immediate superior, with the objective of resolving the matter informally. Forms for filing grievances and other necessary documents shall be prepared jointly by the Superintendent and the designated committee and given appropriate distribution.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at level one or if no decision has been rendered within five (5) school days after presentation, he shall submit the grievance in writing to the Superintendent of Schools, within ten (10) school days after filing this grievance at level one. The Superintendent of Schools shall have the final adjudication of the grievance.

D. Rights of an Individual to Representation

Any individual staff member of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance at any step or to designate a representative(s) of the Committee or other person of his own choosing to appear with him at any step.

E. Limitation

1. An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at level two of the grievance procedure shall be in writing, setting forth the reasons therefore, and shall be transmitted promptly to all parties in interest.
2. 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 the Article.

SALARIES

The rates of pay of all cafeteria personnel for the 1971-72 school year covered in this agreement are set forth in the schedule shown below:

<u>Classification</u>	<u>Years of Service in Classification</u>			
	<u>1 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 & Up</u>
Helper - rate of pay	\$1.90/hr.	\$2.15/hr.	\$2.30/hr.	\$2.40/hr.
Cook - rate of pay	2.30/hr.	2.45/hr.	2.60/hr.	2.75/hr.

Changes in Classification

An employee who is presently or has in the past served as a Cook's helper in the North Brunswick School District shall receive 50% of her service credit in years if she is promoted to cook.

Helper to cook to start at beginning rate for cook.

Cook to helper shall retain service credit in years as a cook and be placed on the appropriate helper scale.

A helper who substitutes on a temporary basis for a cook shall receive the difference between her rate per hour as helper and that cook's rate per hour for such substitutions.

Service Credit

Persons who work at least 90 days in the system during a school year will receive one year service credit.

INSURANCE BENEFITS

The North Brunswick Board of Education for the 1971-72 school year will pay according to his/her marital status:

100% of the cost of Blue Cross/Blue Shield coverage

100% of the cost of Major Medical coverage

Eligibility for Board payment

For Blue Cross/Blue Shield, employees must work 24 or more hours per week.

For Major Medical Insurance, employees must work 15 or more hours per week.

LEAVE

Any cafeteria employee working twenty (20) or more hours per week shall have without loss of pay:

1. Ten (10) cumulative sick leave days per year.
2. Three (3) personal leave days per year, non-cumulative as defined in Policy #4154.
3. Three (3) funeral leave days per year, non-cumulative, as defined in Policy #4154.

UNIFORMS

All cafeteria employees who have been employed by the Board for more than 90 days are entitled to a \$35.00 yearly uniform allowance. The uniforms are to be selected and purchased by the cafeteria supervisor.

AUTHORIZATIONS

This agreement was approved at a regularly scheduled meeting of the Board of Education on June 8, 1971 by a 8 to 0 roll call vote.

ON THIS 10 DAY OF June 19 71.

For the North Brunswick Board of Education:

Christine Krauss
Christine Krauss, President

Maurice E. Meloon
Maurice E. Meloon, Secretary

For the North Brunswick Cafeteria Staff:

Helen Chickner
Rose Anderson
Ruth Nemeth

Gergina Applegate
Dorothy Hakala
Jean Borgovaini