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AGREEMENT BETWEEN

THE ROCKAWAY TOWNSHIP BOARD OF EDUCATION

AND

THE ROCKAWAY TOWNSHIP CAFETERIA WORKERS' ASSOCIATION

1994-96

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ARTICLE I - RECOGNITION

The Rockaway Township Board of Education recognizes the Rockaway Township Cafeteria Workers' Association as the exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for cafeteria personnel under contract with the Board.

ARTICLE II - LEAVES OF ABSENCE

A. Sick Leave Sick leave shall consist of ten (10) days per school year.

1. Unused sick leave may be accumulated without limit.
2. A doctor's certificate shall be submitted to the Superintendent's office by the employee when sick leave shall extend five (5) days or longer.

B. Personal Leave With Pay

1. Death in the Immediate Family:
Any full time employee shall be granted up to five (5) days upon request, when death occurs in the immediate family. (Husband, wife, father, mother, son, daughter, sister, brother, husband's parents, wife's parents, grandparents, legally adopted children, and any other member of the immediate household.)
2. Absence to Attend the Funeral of a Relative or Close Friend: One (1) day per year may be granted upon request, to attend the funeral of a relative or a close friend.
3. Absence Because of Illness in the Immediate Family:
Three (3) days' leave of absence per year, with pay, may be granted upon request to care for a member of the immediate household family who is ill.
4. Absence Because of Other Personal Business:
A maximum of two (2) days' leave of absence, with pay, may be granted upon request, to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only on a working day. These days may not be used to lengthen a vacation.

ARTICLE III - HOSPITALIZATION,
MAJOR MEDICAL & DENTAL BENEFITS

- A. Full family hospitalization and major medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-1976 school year. The Cafeteria Workers' Association agrees to be bound by the same date as the R.T.E.A. regarding contributions towards health benefits. The payment by Association members will commence when the R.T.E.A. membership starts their contributions. A cap limit of \$400.00 per year is established for the contribution by members of the Cafeteria Workers' Association.

- B. The "Board" shall notify the carrier to provide to each individual a description of the Health Care Insurance coverage provided under this Article at the beginning of the 1994-1996 school years, which shall include a clear description of conditions and limits of coverage as listed above.

- C. Commencing July 1, 1994, the "Board" will assume the cost of a Dental Plan for the 1994-1995 and the 1995-1996 school years, up to a maximum payment of \$9.53 monthly for single coverage and \$28.60 monthly for family coverage. Any excess above such rates shall be borne by each employee through a Payroll Deduction Plan.

ARTICLE IV - SALARIES

A. The salaries for the 1994-1995 school years were increased by 5 percent.

B. Salary Schedule/1994-96

Step	<u>Cook Manager</u>			<u>Assist. Cook Mgr./ Cashier</u>			<u>Cook's Helper</u>		
	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
1	8.02	> 8.42	> 8.67	6.86	> 7.20	> 7.42	6.71	> 7.05	> 7.26
2	8.39	> 8.81	> 9.07	7.23	> 7.59	> 7.82	7.05	> 7.40	> 7.62
3	8.76	> 9.20	> 9.48	7.60	> 7.98	> 8.22	7.39	> 7.76	> 7.99
4	9.13	> 9.59	> 9.88	7.97	> 8.37	> 8.62	7.73	> 8.12	> 8.36
5	9.50	> 9.98	> 10.30	8.34	> 8.76	> 9.03	8.08	> 8.48	> 8.73
6	9.86	> 10.35	> 10.66	8.71	> 9.15	> 9.42	8.20	> 8.61	> 8.87
L	14.82	> 15.56	> 16.03	13.56	> 14.24	> 14.67	13.14	> 13.80	> 14.21

Everyone not already on longevity will move across the old guide as noted by the arrows and will no longer move on a step basis.

Longevity will begin with seven years of service and consist of a \$.20 per hour increase over and above the negotiated hourly rate increase.

For 1995-96 staff members hourly rates were adjusted according to the negotiated settlement increase of 3 percent over what the staff member is entitled to by way of an hourly rate for 1994-95. Staff will continue to move across the guide and not on a step basis.

Guide level Step does not indicate years of service. Placement on guide will be based on employee evaluation and wage paid during the previous school year.

- C. Contracts for ten (10) month employees will be calculated to include 180 school days, eight paid holidays, and two preparation days, making a total of 190 days for the cooks and assistant cooks only.

If the school year calendar is lengthened to 190 days, then the above calculations will be based on 190 school days, 8 paid holidays, and 2 preparation days, making a total of 200 days.

- D. The hourly rate per diem for Substitute Cafeteria Workers shall be determined by the Board of Education, but in no event shall the rate be less than \$7.50 for the duration of the contract.
- E. No credit for per diem substitute service shall be granted.
- F. Increments are not automatic and must be earned by a satisfactory evaluation.
- G. In the event an employee is required to fill the position of a higher paid category, then the employee will be paid at the hourly rate dictated by the salary schedule for the higher paid position. This provision will be effective after one (1) day in the particular assignment and payment will be retroactive to the first day on the job.

ARTICLE V - ORDER OF STAFFING

The order in which cafeterias will be staffed is: Cook Manager, Assistant Cook, Cashier, Cook's Helper. The total number of staff assigned to a school will remain totally within the Board's area of responsibility. The Board will employ substitutes as it decides they are needed and available.

A committee to study staffing arrangements will be formed by the Board Secretary, and the Cafeteria Association will be invited to name two of its members to sit on the committee.

On those occasions when the kitchen facilities will be used by outside groups, the Board will first seek volunteers from the school cafeteria staff to work in the kitchen. The Board will, as a regular practice, insure that cafeteria members are always in attendance when community organizations use the kitchen facilities.

ARTICLE VI - LAY-OFFS

Recall of employees who have been laid off due to reasons other than discipline or performance shall be in the inverse order of lay-off.

ARTICLE VII - UNIFORM ALLOWANCE

- A. Each employee (but not substitute workers) will receive a uniform allowance of \$175.00 per year. The allowance will be paid on a semi-annual basis and the employee will receive \$100.00 on September 1st and \$75.00 on February 1st of each given year. This clause shall be null and void effective July 1, 1995.
- B. Each employee must wear appropriate footwear while on duty. Open toe shoes are not appropriate footwear while employees are on duty. Employees will have choice of attire except for tops as noted below.
- C. Starting with the 1995-96 school year the Board of Education will supply tops to all employees covered by this agreement according to the following schedule:

5 tops in the first year, and
3 tops every year thereafter

ARTICLE VIII - HOLIDAYS

The contract for employees will be calculated to include eight (8) holidays. Using the pupil attendance calendar as a guide these holidays normally will be: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

ARTICLE IX - HOURS OF WORK

Employees contracted to work a specified number of hours each day are required to work the stipulated number of hours. Employees who report late to work or leave early from work are subject to appropriate corrective action, including deduction of pay for time missed and other disciplinary action if circumstances warrant further action. On days scheduled for late opening or early dismissal, the Food Service Director will revise starting time to allow each employee to work her full number of daily hours.

ARTICLE X - EVALUATIONS

An employee shall be given a thirty (30) day written notice of unsatisfactory performance and the possibility of withholding of increment or termination of employment. Such notice shall advise the employee that the performance will be reviewed immediately after the thirty (30) day period.

ARTICLE XI - PROMOTIONS

- A. Seniority shall be given due consideration but shall not be the only criterion.
- B. Openings for cafeteria positions will be posted in all cafeteria areas as far in advance as practicable. Qualified cafeteria employees will be given first consideration for filling these positions. It is understood that all applications will be considered but that the Board reserves complete discretion in making the final decision in filling any position.

ARTICLE XII - SUPERIOR ATTENDANCE PLAN

1. For the purpose of encouraging superior attendance the Board will establish the following procedure for the 1994-1996 school years. The Board, at its own option, may increase the benefits, or modify, or discontinue the plan in the following years.
2. A unit member with no absences, September through June, will be entitled to \$400.00.
3. A unit member with one absence will be entitled to \$300.00.
4. A unit member with two absences will be entitled to \$200.00.
5. Absences excluded from application to the above procedure are death in the immediate family, attendance at funerals, and jury duty absences as well as days taken without pay.
6. In no event would an eligible unit member receive less than \$200.00 nor more than \$400.00.
7. Any absence due to a job related injury shall not be included in the above calculations.

ARTICLE XIII - PENSIONS

State Law requires that any employee earning more than \$1,500.00 must be enrolled in the State Pension Plan.

ARTICLE XIV - PAYMENT ON RETIREMENT

- A. Each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-fourth of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.

- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each four (4) days of earned and unused accumulated sick leave, less days used for personal leave with pay as granted by Article II, B, 3 and 4, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/190 of the salary received during the last year of employment.

Note: Only the last five (5) years of employment shall be used to calculate the deduction for personal days.

- C. Employees who retire and are not members of the state administered retirement system, but do meet the state requirements for retirement for service and age or disability, will be eligible for the benefits as described in this article.
- D. Employee supplemental compensations for unused accumulated sick leave shall be capped at \$2,500.00. Any employee who was above the \$2,500.00 cap as of July 1, 1994, is not subject to the cap and may continue to accumulate totals above the cap.

ARTICLE XV - DEATH BENEFITS

Upon the death of a unit member while she is actively employed in the district, the Board will pay to the employee's estate those benefits to which she would have been entitled had she retired, all of which are listed below:

1. Payment upon retirement subject to the conditions and formula indicated in Article XIV above.
2. Superior attendance payment as indicated in Article XII.
3. Longevity, if such a plan is adopted in some future year.

