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**AGREEMENT BETWEEN THE
NEWARK BOARD OF EDUCATION**

and the

**HOTEL, RESTAURANT, AND CAFETERIA
EMPLOYEES UNION
LOCAL 3, AFL-CIO**

CAFETERIA WORKERS

001-7-21

March 1, 1992 — February 28, 1995

BOARD OF EDUCATION

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March 1, 1992

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PREAMBLE

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, Newark, New Jersey (hereinafter referred to as the "Board") seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the Union who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968, known as the "New Jersey Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et seq.); and

WHEREAS, the Board is subject to the rules and regulations of the New Jersey Department of Personnel as set forth in TITLE XI N.J.S.A.; and

WHEREAS, the Board is subject to the provisions of TITLE 18A, N.J.S.A. and the rules and regulations of the New Jersey Board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303, or the rules and regulations of the New Jersey Department of Personnel, of Chapter 18A and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, Pursuant to Chapter 303 and Chapter 123, Laws of 1968 "PERC" has certified the Union to be the exclusive representative of a majority of the employees herein recognized as the appropriate unit for the purposes of collective bargaining negotiations;

NOW, THEREFORE, this Agreement is made and entered into effect as of the 1st day of March, Nineteen Hundred and Ninety-two by and between:

THE BOARD OF EDUCATION OF NEWARK

(hereinafter referred to as the "Board")

and

HOTEL, RESTAURANT, AND CAFETERIA EMPLOYEES UNION LOCAL NO. 3 AFL-CIO

(hereinafter referred to as the "Union")

as follows:

ARTICLE 1 - RECOGNITION

Section 1.

The Board hereby recognizes the Union as exclusive and sole representative for collective bargaining negotiations concerning salaries, hours and other terms of conditions of employment for all employees of the Board employed under the classification of "cafeteria" including Cooks, Sr. Cooks, Food Service Workers, Sr. Food Service Workers, School Cashiers, and Stock Clerk Cafeteria, but excluding any individuals of whose duties include the evaluation of or, disciplining of employees or whose evaluations or ratings may be instrumental in the hiring or dismissal of employees. Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

Section 2.

For the purpose of this section the categories of employees included are those listed by the Board as:

Position Code	Title	Position Code	Title
263	Cook (6 hours)	260	Senior Cook
262	Cook (7 hours)	288	School Cashier (4 hrs.)
261	Cook (8 hours)	289	School Cashier (5 hrs.)
779	Cook (Summer School)	296	School Cashier (6 hrs.)
251	Food Service Worker (5 hrs.)	248	Stock Clerk Cafeteria (8 hrs.)
252	Food Service Worker (6 hrs.)	291	Sr. Food Service Worker (5 hrs.)
253	Food Service Worker (7 hrs.)	292	Sr. Food Service worker (6 hrs.)
254	Food Service Worker (8 hrs.)	293	Sr. Food Service worker (7 hrs.)
778	Food Service Worker (Summer School)	294	Sr. Food Service Worker (8 hrs.)
		921	Sr. Food Service Worker (Summer School)

- A. The title Senior Food Service Worker means that the individual is a "Food Service Worker" as covered under the contract and has the right to receive the same wages and other benefits due all Food Service Workers. Because of additional administrative responsibilities, she/he shall however, be entitled to an additional \$30.00 per calendar month as extra compensation.

B. In package lunch schools, the highest budgeted title shall be "Senior Food Service Worker." No employee in a package lunch cafeteria shall have a title any higher than Senior Food Service Worker.

Section 3.

The School Board at its own expense shall print 1,500 copies of the Agreement which shall be made available to the Union within sixty (60) days after the signing of the agreement.

Section 4.

Employees shall be permitted to wear Union buttons while performing their duties.

Section 5.

The Board and the Union agree to form a joint-committee to investigate the need for a job classification known as Stock Clerk Cafeteria, to do the heavy lifting within the cafeteria department. This survey shall be presented to the Board within a recommendation for action. If the Board deems a Stock Clerk Cafeteria necessary the Board agrees to negotiate this position for the 1977-78 school year.

The Board and the Union agree that the job classification of Stock Clerk Cafeteria shall be established no later than the editing of the contract and negotiations for the salary and the hours will be concluded within the same period. It is also agreed that the title Stock Clerk Cafeteria will go into effect no later than September, 1981.

ARTICLE II — MEMBERSHIP

Section 1 — Continuance of Membership

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired as cafeteria employees during the term of this Agreement may become and remain members of the Union. The Board or any of its staff shall in no way or form interfere with or discourage either the solicitation of membership by the Union or the maintenance of membership in the Union by any of its employees in the unit.

Section 2 — Dues Deductions

The Board agrees to deduct dues or the equivalent payments from the pay of employees who have written authorization to the Board for the deductions and to transmit monthly dues collected to the authorized Union officer designated in writing to the Executive Superintendent by the President and Treasurer of the Union, so long as the authorization is valid, in effect and is not revoked by the employees. Dues Check-Off, the Union must receive monthly deductions before the 15th of said month.

Section 3 — Non-Discrimination

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union, or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, or marital status. No employee shall be discriminated against or interfered with because of proper Union activities.

Section 4.

The Board shall deduct the sum of eighty-five (85) percent of the rate of the Local 3 union dues from each and every non union member of the bargaining unit represented by the Union.

Any new hire in this unit who does not make application for membership in the Union within thirty (30) days from the date of employment shall have deducted from his/her salary by the Board, eighty-five (85) percent of the monthly Union dues.

Section 5

When an employee is temporarily separated from his/her job (on leave, on Workers Compensation), when that employee returns to work, the regular dues shall automatically begin once again with the first paycheck of the employee without the Board requiring an additional authorization card from either the employee and/or the Union.

Section 6

The Board shall furnish the Union with a printout roster of all employees in the bargaining unit once per year, each September, showing the employee's name, social security number, home address, work location, title, etc.

Section 7 - Cope

The Board shall deduct and transmit monthly to the union, the COPE deductions for members who have submitted a signed authorization card for such deductions.

**ARTICLE III
BULLETIN BOARDS**

Subject to prior approval of the Executive Superintendent, or designee, which approval shall not be unreasonably withheld, the Board shall permit the Union appropriate use of the bulletin boards, customarily used to post notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violation of law.

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 1 — General Procedures

Definition:

A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement.

STEP 1 In the event that any grievance should arise between an employee and his/her immediate superior or superiors, excluding all cooks, the individual involved shall present the grievance informally to the shop steward most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2 If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the written grievance and who shall forward copies of his/her response both to the Union and the Executive Superintendent.

STEP 3 If no satisfactory resolution of a Step 2 grievance is reached within five (5) working days, the grievant or the Union may appeal the decision at Step 2 to the Executive Superintendent, or his/her designee, who shall within five (5) days, conduct a conference with the grievant to review the grievance. The Executive Superintendent, or his/her designee, shall submit written notice of decision on the grievance to the grievant and a copy of his/her decision shall be forwarded to the Union.

STEP 4 In the event a grievance shall not have been settled as a result of the above procedures, the employee may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the grievant. A written request for arbitration shall be sent to the Board's Grievance Committee requesting such arbitration to be conducted as described below.

(B-1) All Arbitrations shall be conducted by one neutral Arbitrator who shall be chosen by mutual agreement between the board and the Union, except that the individual so chosen shall be a bona fide resident of the State of New Jersey and shall be a member of the American Arbitration Association. The neutral Arbitrator shall be named within ten (10) days after the signing of the Agreement.

(B-2) The Arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey. Decisions rendered at the STEP 4 hearing shall be rendered no later than thirty (30) days after the Step 4 hearing.

(B-3) The costs and expense of the Arbitrator shall be shared equally by the Board and Union.

(B-4) Services of the Arbitrator may be discontinued by either the Board or the Union except that such termination shall not effect any grievance upon which a hearing has commenced.

(C) The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this article. In the performance of his/her duties he shall be bound by and comply with the provisions of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. His/her decision shall be binding and in writing and shall set forth the opinions and conclusions on the issues submitted.

(D) The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement, or applicable law, or rules and regulations having the force or effect of law. His/her decisions shall not usurp the functions or powers of the Board as provided by law.

Section 2 — General Provisions

- (A) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself, provided notification of all meetings, steps, and written responses are given to the Union and the Union is given the opportunity to be present at any and all steps of the grievance procedure.
- (B) The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.
- (C) If the Board fails to meet and/or answer any grievance within the time limits as provided in this Article, such a grievance may be processed to the next step.
- (D) Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to New Jersey Department of Personnel Rules and Regulations and the grievance procedures established herein shall not apply to any matter which is cognizable under the New Jersey Department of Personnel Service Statutes, or New Jersey Department of Personnel Rules and Regulations.

Section 3 — Time Limits For Filing A Grievance

A grievance must be filed at Step 1 within sixty (60) calendar days from the date on which the act which is the subject of the grievance occurred, or sixty (60) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

ARTICLE V BUSINESS LEAVE

Section 1

Time for negotiations will be as mutually agreed upon by the Union and the Board. Members of the Union Negotiating Committee shall be granted administrative leave with pay if negotiations take place on school time. No more than five (5) employees shall have the right to receive pay under this provision. Each employee shall be granted administrative leave with pay, the day following a negotiating sessions, if the session lasts past 11:00 p.m.

Section 2

If the Union duly authorizes an employee to represent the Union during the formal hearing of grievances and if such hearing of grievances should take place during the regular working hours of said representative he/she shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

Grievants and witnesses duly authorized by the Union shall be excused by the Board for the length of the hearing and travel time to attend grievance hearings on all steps, when those grievance hearings take place during the working day, with no loss of salary and/or benefits.

Section 3

Up to three (3) days of total leave of absence without loss of pay to attend any conventions or conferences, involving official Union activities shall be available to the employees each fiscal year during which this Agreement is in effect. It shall be understood that the total of three (3) days is available to the total of the five (5) units and not to each individual employee.

Section 4

Employees on leave with pay shall continue to receive full benefits provided by the Board as stated in this Agreement and employees on leave without pay shall not be entitled to such benefits.

Section 5

Any employee who receives an assignment from the Union wherein the primary purpose of said assignment is the servicing of employees covered by this Agreement, shall be allowed all time necessary to engage in such assignment without any loss of compensation.

ARTICLE VI
SENIORITY

Section 1

An employee shall have school system seniority:

School System seniority of an employee in the bargaining unit shall be for all purposes, including promotions, layoffs, etc., seniority shall commence with the date of hire and determined according to one of the following procedures:

- (A) Cooks — If hired prior to September 1, 1956, will receive credit for continuous employment back to the date of employment as can be established by available records or affidavits as certified by the Director of Cafeteria Services.
- (B) Food Service Workers — If hired prior to September 1, 1956, will receive credit for continuous employment back to date of employment as can be established by available records or affidavits as certified by the Director of Cafeteria Services.
- (C) All other employees of the bargaining unit — shall receive credit for continuous employment from the effective date of his/her appointment as a permanent or provisional employee whichever is the earlier date.

Section 2

The list of school system seniority shall be maintained in the Department of Human Resource Services, and a copy thereof forwarded to the Union during the month of September, annually, with all current additions thereto. This list shall contain the names, addresses and seniority dates of all provisional and permanent employees in the bargaining unit. Changes in name and/or address will be forwarded as received by the Department of Human Resource Services.

Section 3

- (A) In the event that the food service is discontinued at a school for three (3) days or less, the number of employees required for housekeeping duties shall be retained at the school for such duties.

Employees who are not so needed will be assigned to work in other schools. An employee choosing not to work on such days shall not be paid.

- (B) Layoff of permanent employees shall be according to rules and regulations affecting New Jersey Department of Personnel Employees.
- (C) Notice will be given at least five (5) days in advance, except in emergency situations as defined in Article XI, Section 3 of this contract, before any layoff of temporary and/or provisional employees due to the curtailment of the work force in a school. In the event of such layoff, employees who are not given five (5) days notice before layoff, will be paid up to a maximum of five (5) days which they should have received, as notice.
- (D) Temporary and provisional employees in their respective grade shall be laid off if layoff becomes necessary in reverse order of seniority. Recall from layoff shall be by direct order of seniority.
- (E) At least five (5) school days before being laid off the affected employees shall be informed of all vacancies in the employee's grade in other schools to which they are entitled.

Section 4

Shop Stewards and Officials of the Union (Officers and Executive Board Members) shall have super seniority, which means that they shall automatically be placed at the top of the seniority list. The Union shall furnish the Board with a copy of its Shop Stewards and Union Officials each school year in September, and for each September thereafter during the life of this Agreement.

**ARTICLE VII
TRANSFER**

Section 1

Assignment and reassignment of employees to school cafeteria units are the sole prerogatives of the Executive Superintendent as recommended by the Director of Cafeteria Services. However, consideration will be given to requests for reassignment to another school provided there is a vacancy in such school and the applicant has the proven ability through experience to fill such vacancy, and the reassignment can be made without detriment to the food service program at the unit from which the reassignment is requested. Insofar as feasible and practical in connection with the operation of the Division of Cafeteria Services, reassignment of personnel shall be annually recommended to the Executive Superintendent in either July or August to become effective September 1st of the same calendar year. This point of Agreement does not abrogate or annul the management right and authority of the Director of Cafeteria Services to recommend reassignments of personnel to the Executive Superintendent at any time during the school year, as such reassignment may become necessary in the operation of the system as determined by the Director.

Section 2

The reemployment rights of employees who enter the Military Service of the United States shall be governed by the Universal Military Training and Service Act.

Section 3

A provisional or permanent employee whose regularly scheduled work day is less than eight (8) hours may request assignment to a position with a regular schedule of more hours per day, either at the unit to which assigned or to another unit, providing that such a vacancy exists and the employee has a satisfactory work record as indicated by work performance rating reports. A sincere effort shall be made by the Director of Cafeteria Services to honor such requests. Assignments of more hours shall be given based on school seniority.

Section 4

No involuntary transfers shall be made for reasons of personal bias, vindictiveness or participation in Union activities. Where requested, the Executive Director of Human Resource Services shall furnish to the Union and the employee who has been transferred, an explanation in writing for the transfer.

Section 5

Any employee who is called to work at another school shall be reimbursed the reasonable cost of travel from one point to the other unless he/she is transported by the Board.

Section 6

On May 1 of every year, the Department of Human Resource Services shall prepare a list of vacancies for the following academic year in the various schools so that those persons wishing to transfer the next school year will know what vacancies exist. Such list shall be posted for approximately one month on the bulletin board for union use.

**ARTICLE VIII
LEAVE OF ABSENCE**

Section 1

Upon making timely written application, permanently employed employees may apply for leave of absence without pay, for a period not exceeding ninety (90) calendar days. Such a request shall include the reason therefore and the Board shall give due consideration to each application. Such leaves of absence may be renewed for an additional period not to exceed ninety (90) calendar days, upon formal written application to and subject to the approval of the Board. No more than three (3) such leaves at maximum shall be permissible at any one time.

Section 2

In cases of extreme emergency, a leave without pay may be granted without the written notice, however, it shall be incumbent upon the employee to notify the Director of Cafeteria Services as soon as possible to his/her whereabouts and the reason for the absence. When such notification is received, management shall then determine and notify the employee as to the disposition of his/her request. If an employee, under the circumstances described above, fails to notify management within five (5) working days from the first day of such absence, said employee's employment shall be automatically terminated.

Section 3

When leaves are requested and are granted or denied under this article, the Union shall be given copies of such requests.

Section 4

With respect to leaves of absence of thirty (30) days or less, the employee shall continue to be eligible for holiday and insurance fringe benefits. With leaves in excess of thirty (30) days and up to one (1) year, the employee shall continue coverage, for such benefits, only at his/her expense.

Section 5

Employees on leave of absence, sick or otherwise shall return to the same school to which the employee was assigned prior to the leave of absence, at the same job classification and same scheduled work hours, unless otherwise requested by the employee.

Section 6 — Maternity Leaves

Upon certification by a competent physician and application by an employee, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.

An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee. Leave shall be extended for a period of one (1) year by the Board for care of Child, if requested by the employee and approved by the Board. An employee returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same steps as when the leave became effective except that when the employee has completed ninety (90) days or more of a school year, it shall count as a full year. Benefits shall continue for a maximum of ninety (90) days on all maternity leaves for male and female employees.

Section 7

Male employees shall be afforded the same leave privileges as female employees.

ARTICLE IX PROBATIONARY PERIOD

Section 1

The procedures of the New Jersey Department of Personnel shall apply to all employees who are not permanent employees of the Board.

Section 2

During any period prior to an employee becoming permanent, the Board may discharge such an employee for any reason and without cause. Any employee so discharged shall not have recourse to the grievance procedures set forth in this Agreement.

Section 3

Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and her status in that position shall be subject to the applicable provisions under the rules and regulations of the Board and the New Jersey Department of Personnel. In the event that, during the probationary period of such new assignment it is determined to remove the employee from such new assignment, the employee shall be returned to the former assignment with no prejudice or loss of accrued rights.

Section 4

During any probationary period, the Board may discharge employee for just cause only as an employee. The employee must receive at least one (1) warning prior to dismissal, except in the event of bodily harm, a violent act, criminal intent or New Jersey Department of Personnel certification list.

ARTICLE X

WORK WEEK — WORK DAY — WORK YEAR

Section 1 — Work Week

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to cafeteria employees, and except for such additional holidays as may be granted from time-to-time by the Board to employees, the regular work week of all cafeteria employees will consist of five (5) days beginning on Monday and ending at the end of the work day on Friday. All certified employees shall be classified as permanent employees without regard to the specified hours worked.

In the event that the schools are closed on account of inclement weather, the cafeteria in the school shall be closed and the employees assigned thereto shall not be required to report for duty that day. Such employees shall receive their regular daily salary for such day. If, after arriving at the school, an employee who is prepared and able to work is prevented by the employer or by some event or force which would require the employee to subject herself/himself to unreasonable danger or threat of danger from working at his or her regular job or any other work to which he or she is assigned because of any emergency or other unpredictable event, such employee shall be paid for the regular daily number of his or her working hours for that day, providing the employee agrees to report to another school assignment for that day. Such reassignment to be made by the Director of Cafeteria Services, or his/her duly authorized representative.

Section 2 — Work Changes

If a change and/or alteration of operations is contemplated, which would have the effect of altering either the number of personnel in a given cafeteria, or the hours of work of said personnel, the parties will meet and review regarding the impact the such changes would have. No cook, food service worker, cashier, or stock clerk can work out of their job title, nor can any worker be compensated with money or hours working out of title. If an emergency should arise and no certified cook as available to dispel the emergency; in that event, a non-certified cook from the New Jersey Department of Personnel list will be allowed to cook for that day.

Whenever any Food Service Worker on the New Jersey Department of Personnel list performs as a cook, there shall be a record kept thereof and said employee shall be paid at the higher rate for all time spent in that category.

Section 3 — Work Year

The annual work year for all provisional and permanent employees shall consist of 184 working days during the period beginning with the day following Labor Day and ending on the day following the last day of food service for pupils. Any employment in excess of 184 days as defined above, shall be distributed on an equitable basis among employees within each job classification and insofar as possible at the employee's assigned school. It is agreed that such additional employment is to be offered to employees who volunteer to make their services available at their applicable hourly rate of pay in accordance with the needs of the Division of Cafeteria Services as determined by the Director of the Division.

Section 4 — Holidays

It is mutually agreed to use the school calendar as the holiday schedule.

NEWARK BOARD OF EDUCATION 1991-92 SCHOOL CALENDAR (Local 3)

1991

September	3	Preparation - All Cafeteria Employees
	4	Organization Day
	5	School Open For Students Student Dismissal at 1:00 p.m.
	6	Student Dismissal at 1:00 p.m.

SCHOOL CLOSING DATES

October	14	Columbus Day Observance
November	4	Administrative Day
	5	Election Day
	6	Puerto Rico Recognition Day
	7 & 8	N.J.E.A. Convention
	11	Veterans Day
	28	Thanksgiving Holiday
	29	Administrative Day
December	23 & 24	Administrative Days
	25	Christmas Day Holiday
	26 - 31	Winter Recess
1992		
January	1	New Year's Day
	2 & 3	Administrative Days
	20	Dr. Martin Luther King, Jr. Birthday Observance
February	10	Lincoln's Birthday
	17	President's Day Observance
March		No Holidays
April	17	Good Friday
	20 - 24	Spring Recess
May	25	Memorial Day Observance
June	25	Students Dismissal 1:00 p.m. (Thursday)
	26	Teachers Dismissal 1:00 p.m. (Friday)

The above listed holidays shall be paid holidays for employees in the unit. If an employee is AWOL the day before or the day after a scheduled holiday the employee shall not be paid for the holiday. If an employee who has no available sick leave calls in sick the day before or the day after a scheduled holiday and does not receive approval for the use of a personal or vacation day that employee shall not be paid for the holiday.

1992-93 SCHOOL CALENDAR

1992 Month		No. of Days Students / Teachers
September	7 Labor Day Holiday	15 16
	8 Orientation — All New Teachers Report — (Tuesday)	
	9 Orientation Day — All Teachers and Aides Report	
	10 School Opens for Students (Thurs.) Students Dismissed — 1:00 p.m.	
	11 Students Dismissed — 1:00 p.m.	
SCHOOL CLOSING DATES		
October	12 Columbus Day Observance	21 21
November	2 Puerto Rico Recognition Day Observance	13 13
	3 Election Day	
	4 Administrative Day	
	5 & 6 NJEA Convention	
	11 Veteran's Day	
	26 Thanksgiving Holiday	
	27 Administrative Day	
December	24 Administrative Days	17 17
	25 Christmas Day Holiday	
	28 - 31 Winter Recess	
1993		
January	1 New Years Day	19 19
	18 Dr. Martin L. King, Jr.'s Birthday Observance	
February	12 Lincoln's Birthday Observance	18 18
	15 President's Day Observance	
March	No Holidays	23 23
April	9 Good Friday	16 16
	12 - 16 Spring Recess	16 16
May	31 Memorial Day Observance	20 20
June	28 Students Dismissed 1:00 p.m. (Monday)	20 21
	29 Teachers Dismissed 1:00 p.m. (Tuesday)	
		<hr/> 182 184

However, if the present policy of holidays is in excess of those listed, then the excess shall be included as holidays under this article.

If by any act of the legislative authority the traditional date celebrating a particular holiday has been changed, the holidays listed shall, for purpose of this Article, be on such days as are officially designated by such legislative authority and included in the official calendar of the Board.

Section 5 — Non-Working Days

The Board agrees that for the duration of this Agreement, its vacation as related to the number of non-working days shall be continued and there will be no decrease in the number of such. Any employee with six (6) years of service or less shall be required to attend four (4) days of training per school year as scheduled by the Board. This training will take place during the school year when students are not present.

Section 6 — Summer Employment

All summer applications and assignments shall be made by the month of April.

The time period of employment for a summer program employee shall be no longer than one-half of the total weeks of possible employment and shall be selected by seniority.

The Board agrees that in making appointments in this unit for summer employment, preference will be given to permanent and then provisional employees, and further that the selection shall be based on consideration of qualifications, seniority, personal preference, integration of staff, and the welfare of the children and community.

Positions for summer employment for Cooks, Food Service Workers, Cashiers, and Stock Clerk Cafeteria will be granted on the basis of seniority and permanency excluding special programs containing affirmative action plans. There shall be no per diems utilized in the summer program.

Section 7 — Stock Clerks

The Board will employ all Stock Clerks-Cafeteria for twenty (20) days during the month of August. All Stock Clerk Cafeteria shall work for twenty (20) days during the summer. Labor Day will be treated as a holiday. Employees shall be paid on a prorata basis for this period.

Such Stock Clerk Handlers shall be under the supervision of the Director of Cafeteria Services or Designee. The Director of Cafeteria Services or designee will be charged with the responsibility of scheduling and assigning Stock Clerk Cafeteria.

ARTICLE XI

OVERTIME AND EXTRA WORK ASSIGNMENT

Section 1

When extra work is required, such work shall be assigned to employees working in the school in which such extra work is required. The initial assignment of such work shall be made by offering the first assignment to the employees in the affected school, which assignment shall be based on consideration of qualifications, seniority, personal preference, integration of staff, and the welfare of the children and the community. Thereafter, extra work assignments shall be distributed on a rotating basis within that school.

Section 2

For the purpose of this Agreement, such extra work as is commonly referred to as "catering" work which occurs at the time other than normally scheduled hours of work and all regular cafeteria assignment work shall be paid for in accordance with current practices.

1. A Stock Clerk Cafeterias shall be assigned to those schools serving 400 or more pupils, within 60 days of the effective date of this agreement.
- A. Schools less than one hundred (100) daily lunch participation would be exempt from staffing minimum.
- B. The Board and the Union hereby agree that schools with less than one hundred (100) average daily lunch participation are exempt from the manning table above, and the Board's compliance thereof, shall be waived in the event of an emergency.
- C. The Board and the Union agree that for reasons of economy, the manning requirement will be renegotiated.
- D. Emergency is defined as a sudden occurrence or condition calling for immediate action. Said occurrence or condition must be of the nature that the Board of Education could not have reasonably foreseen or anticipated its occurrence.

Section 3

Cashier's duties shall include collecting and distributing tickets, manning cash register and in addition to those duties outlined in draft prepared by the Union and the Board.

Section 4

All schools eligible for a minimum of four (4) hour cashiers will be granted them on the basis of seniority. Cashier's hours will be determined by those hours granted during the 1975-1976 school year. If the school's lunch participation decreases, the cashier's hours will be altered accordingly.

Section 5

The Food Service Workers shall be assigned specific cafeteria duties on a weekly basis, and once a Food Service Worker is assigned to a specific cafeteria duty, he/she shall remain at that duty station for the period of the assignment. The Food Service Worker Supervisor may transfer the duty assignment of a Food Service Worker in a school in the event the continued and orderly operation of the food services activities are threatened.

Section 6

All jobs that are Cafeteria related must be handled by cafeteria staff.

Section 7

There shall be prepared a job description of all present jobs in cooperation with the Union. All job descriptions covered by Local 3 shall be presented to the Union within thirty (30) days after the signing of the contract.

Section 8

There shall be prepared a list of substitutes which shall constitute a pool from which vacancies shall be filled in line with seniority on the substitute pool, but there shall be no substitutes employed if there are available and laid off employees. Notice must be given to laid off employees to return to work before any substitutes are utilized.

Section 9

Overtime shall be defined as all hours of regular work beyond forty (40) hours per week. Employees shall be compensated for all overtime hours at time and one-half (1½) the employee's current hourly rate.

Section 10

Should any employee fail to work overtime when requested, the time which the employee would have worked will be recorded on the overtime distribution records as time worked only for the purpose of maintaining equitable distribution of overtime.

Section 11

Each supervisor shall arrange for the distribution of extra work or overtime within a particular school, and such distribution shall be consistent with the principle of distributing such work as equitably and practically as possible among the employees affected.

Section 12

Assignment of personnel to work extra hours or overtime shall be made in accordance with the procedures of this Article. However, it is understood and agreed by both parties that in order to be assigned such work an employee must be able, in the opinion of the supervisor to effectively and efficiently perform the task involved.

Section 13

Overtime records shall begin anew at the beginning of each school year.

Section 14

Assignments of more hours shall be given based on school seniority.

Section 15

When additional hours are required because a Food Service Worker is absent and there is no substitute Food Service Worker the additional hours shall be divided equally among the staff by seniority on a rotating basis throughout the year. These records will begin anew each year.

ARTICLE XII UNION ACTIVITIES

Section 1

Union activities shall be carried on in such a manner so as not to interfere with departmental activities and with the approval of department heads after conferring with Union representatives. However, this provision is not intended to exclude normal union activities.

The Union shall notify the Executive Superintendent and the Director of Cafeteria Services of the names of current Union officers.

Section 2

Employees engaged in normal union activities involving Board officials shall not have their pay suspended if such meetings have the approval of the Director of Cafeteria Services. Employees shall notify their immediate supervisor at least twenty-four (24) hours in advance of such meetings.

Section 3

Employees on lack of work status shall be recalled to their former positions, when available, and shall return to work beginning with the most senior of the employees in the classification affected.

Section 4

Employees on lack of work status shall continue to accumulate seniority for twenty-four (24) months from the effective date of layoff. Should an employee not be recalled to work during this period her seniority status shall terminate.

Section 5

In the event of a cut in hours in excess of one (1) hour per day, the Board will give five (5) working days notice to the employees involved.

Section 6

Principals shall be required to meet with the Shop Steward at their school at least once every two months at the Shop Steward's request during school time in order to discuss problems of mutual interest in the cafeteria with an effort to resolve any problems at their lowest possible level.

ARTICLE XIII FRINGE BENEFITS

Section 1

The Board agrees to make available to all employees, who regularly work four (4) hours or more per day, in the unit and their dependents, without cost, a program of hospitalization, medical-surgical benefits and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through Blue Cross and Rider J. 14/20 Series Blue Shield, and major medical insurance, including dental benefits. The available program shall cover up to full family protection for each employee based on family and marital status.

Ten (10) month employees shall be eligible for all fringe benefits, insurance, etc., during the period of their seasonal layoff at no cost to the employee.

Section 2

Upon employment, the benefits described in Section 1 shall be made applicable to each newly employed member of the unit at the earliest possible date immediately following employment. All necessary forms, applications for such benefits, shall be filed on the first date of hire.

Section 3

The Board will make available life insurance to cover provisional employees. The cost of the premiums shall be borne by the employee.

Section 4

(A) The Board will provide the employees covered by the Local 3 bargaining unit, and pay in full for the benefits of prescription drugs, vision care and dental care up to full family.

The Board will provide the employees covered by the Local 3 bargaining unit, and pay in full for the benefits of podiatry, temporary disability, medical, financial and prepaid legal. The coverages of podiatry, temporary disability, medical, financial and prepaid legal will be for the employee only.

(B) These payments will be made by the Board semiannually based upon the actual number of bargaining unit employees on record.

Section 5

(A) The Board and Union shall jointly select the administrator(s) to provide the benefits described in Section 4A above. All monies provided for the described benefits shall be administered by the benefit provider(s). Said providers shall be required to submit monthly reports to the Board and the union. All monies not expended in any particular year shall remain in a separate escrow account and shall be designated to raise the level of any one, combination of, or all of the benefits described.

(B) If the Board and the Union disagree on who the administrator should be, then the previous administrator shall continue to be the administrator.

**ARTICLE XIV
RELIEF FROM DUTIES**

The Board and the Union agree that the Food Program in the Newark Public School has expanded to the point where all of the energies of the employees in this unit should be utilized wherever possible to provide the best food service to the pupils of the school system. Therefore, the Board agrees that to the extent possible and where funds are available, it will endeavor to relieve the employees of this unit from performing cleaning duties in the lavatories; cleaning of hoods and ducts; and minimizing of lifting heavy objects. Cafeteria employees shall not be required to scrape off or remove gum from chairs or tables or to use abrasive materials to clean table and chair legs. This provision shall not apply to the position of Stock Clerk-Cafeteria.

**ARTICLE XV
UNIFORMS ALLOWANCES**

The Board agrees that all permanent and provisional employees shall receive uniform allowance per school year which sum will be used to purchase: three uniforms, three pairs of shoes, and such other items as necessary for the performance of their duties in this unit. Such sum shall be paid to the employee in a separate payment on or before November 1, of each year.

- Effective July 1, 1992, all permanent and provisional employees shall receive the sum of \$275.00 per school year.
- Effective July 1, 1993, all permanent and provisional employees shall receive the sum of \$300.00 per school year.
- Effective July 1, 1994, all permanent and provisional employees shall receive the sum of \$325.00 per school year.

In the event an employee is hired permanently or provisionally after January 1, of any given year, he/she shall receive an allowance of one-half the amount.

All cafeteria employees shall be required to wear a complete uniform during regularly assigned working hours.

It is the intention of the Board and the Union that temporary employees are not to receive allowances, and that allowances are not made available for summer employment.

**ARTICLE XVI
SALARIES**

Section 1A

Effective March 1, 1992 and each subsequent March 1 through March 1, 1994, all cafeteria employees shall receive an increase in accordance with the following:

- All four hour cafeteria employees shall receive an increase of \$600.00.
- All five hour cafeteria employees shall receive an increase of \$800.00.
- All six hour cafeteria employees shall receive an increase of \$900.00.
- All seven hour cafeteria employees shall receive an increase of \$1,000.00.
- All eight hour cafeteria employees shall receive an increase of \$1,100.00.

Effective March 1, 1993, the same dollar increase shall be applied by hourly category as described above.

Effective March 1, 1994, the same dollar increase shall be applied by hourly category as described above.

Effective September 1, 1989, the position of three (3) hour Cashier shall be eliminated, and four (4) hours shall be the minimum hours assigned to Cashiers.

Employees reclassified to four (4) hours shall be placed on the first step (\$11,798) of the new four (4) hour salary range.

Section 2 — Per Diem Rates

The Board and Local 3 agree that the per-diem rates shall be:

Effective September 1, 1992	\$7.25 per hour
Effective September 1, 1993	\$7.75 per hour
Effective September 1, 1994	\$7.75 per hour

In implementing the schedules all employees shall be placed on their applicable step as of March 1 of each respective year and no employee shall receive a salary which is off-step. Any individual now off-step shall be placed at the next highest applicable step.

Section 3 — Correcting Payroll Errors

Payroll errors shall be corrected and the employees shall be reimbursed the amount in error within two (2) working days provided the error is \$100.00 or more.

If an employee claims that he/she has been placed on the wrong step of the salary schedule applicable to him/her and presents satisfactory evidence to the Department of Human Resource Services establishing his/her claim, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for the full time during which the employee should have been on the proper step. Such adjustments shall also be made if such an incorrect placement is discovered by the Department of Human Resource Services even if the employee makes no claim.

Payroll checks, which under existing practices are distributed by mail, shall be mailed on the day before payroll checks are delivered to the schools.

Section 4

Personnel who are absent from school on payday for any reason other than sick leave may pick up their check from school providing that they notify the school in advance that they intend to pick up the check on payday.

Personnel who are on extended sick leave may prearrange to have the check picked up or mailed to the home.

Extended sick leave shall be defined as an absence of two (2) days or more.

Section 5

Longevity increments shall be given to all employees in the 15th and 20th and 25th year of employment, which shall have been active but does not have to be continuous.

Section 6

Any employee who is to be garnisheed will be furnished written notice of said garnishee once it is received by the Board of Education.

Section 7

Employees in the bargaining unit shall receive their paycheck on paydays no later than 1:00 p.m.

Section 8 — Salary Hold Back

Local 3 agrees that the Board of Education will Hold Back one (1) week of pay for all employees covered under this bargaining unit.

Local 3 and the Board of Education shall meet to discuss the method of implementation of the Hold Back, and the implementation must be mutually agreed to by both parties.

Section 9

The position of four (4) hour Food Service Worker shall be eliminated, and five (5) hours shall be the minimum hours assigned to Food Service Workers.

Employees reclassified to five (5) hours shall be placed on the first step (\$9,148.00) on the new five (5) hour salary range.

Effective September 1, 1989, the position of three (3) hour cashier shall be eliminated, and four (4) hours shall be the minimum number of hours assigned to Cashiers.

Employees reclassified to four (4) hours shall be placed on the first step (\$11,798.00) of the new four (4) hour salary range.

ARTICLE XVII ABSENCES AND LEAVES

Section 1

All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Board may require proof of such illness by way of medical certificate or any other means the Board chooses to use. The rules and regulations of the New Jersey Department of Personnel shall also apply to such leave, where such rules and regulations are applicable.

Section 2

Newly hired employees shall be entitled to sick leave at the rate of one (1) day per month until one full school year of service is completed. Thereafter, the fifteen (15) days of sick leave may be taken at any time during the course of a school year.

The Board shall annually provide a list showing the status of sick leave use for each employee. Sick leave shall be considered to be absence from duty for reasons of personal illness, or injury, except where the same is compensable by Workers Compensation. A medical certificate may be required to substantiate any such request for sick leave pay, unless waived by the Senior Executive Director of Facility & Service Operations.

Section 3 — Sick Day Program

The Board and Union Agree to establish a sick day program whereby unit employees will be able to donate sick days to other employees in cases of serious illness. Specific guidelines for implementation have been developed and this program will become effective July 1, 1992.

The Board and the Union further agree that all provisions of the sick day program shall be excluded from the contractual grievance procedure up to and including binding arbitration.

Section 4

All employees permanently employed or provisionally employed, shall be entitled to three (3) days of personal leave per calendar year, but no such unused personal leave may be accumulated. Employees hired provisionally or permanently after December 1, shall be eligible for one (1) personal day.

Section 5

Employees shall receive notification in writing of their accumulated sick days, personal days and vacation days April 1 of each year from the Board, individually. This record shall also be kept in the school office with the Principal in the event of a discrepancy.

Section 6

The Board may, but is not required to, grant additional sick leave or personal leave to any employee beyond the established limits whenever it deems such additional leave is merited. If the Board denies a request by an employee for additional sick days beyond the established limits, the Board shall give such employee an explanation for the denial of request in writing with a copy to the Union.

Section 7

No deduction shall be made for absence resulting from the causes listed below and for the amount of time stated:

- a. Death in immediate family or household (son, daughter, husband, wife, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law). Funeral days will be five (5) consecutive working days for immediate family.
- b. Employees absent as a result of the death of an immediate family member shall submit verification of relationship. Verification shall include mortician affidavit, newspaper obituary or funeral program.

- c. Absence because of court subpoena.
- d. Absence up to ten (10) working days when called for active reserve duty.
- e. Whenever any employee is required to be in court by lawful service, he or she shall be compensated for all time so lost.
- f. Death of any other relative: employee shall be excused for one day in order to attend funeral.

ARTICLE XVIII

CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XIX

LUNCH AND COFFEE BREAKS

Section 1

Those employees reporting for work 10:00 a.m., or before shall be eligible for a paid ten (10) minute coffee break during the course of the work day.

Section 2

All employees shall be granted a duty free lunch period not to exceed thirty (30) minutes at the close of serving period. The Board of Education agrees to provide the meal during said lunch period.

ARTICLE XX

NO STRIKE OR LOCKOUT POLICY

The union and the employees, or either of them, agree that during the period of this Agreement there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any threats thereof. The Board agrees that at no time will it institute a lockout of its cafeteria employees.

ARTICLE XXI

EMPLOYEE PERFORMANCE EVALUATION, EMPLOYEE PERSONNEL FILES, AND LETTERS OF RECOMMENDATION

Section 1 — Employee Performance Evaluation and Personnel Files

- (A) Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff.
- Evaluation reports shall be made openly and every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.
- (B) Employees shall be rated Satisfactory or Unsatisfactory. If rated unsatisfactory, the supervisory staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be reevaluated and receive once again a written evaluation.
- (C) Evaluations shall not be placed in the employee's files unless the employee has had the opportunity to read the evaluation. The employee shall acknowledge that he has read such material by affixing his/her signature on the copy to be filed. Such signature shall merely signify that he/she read the material and is not to be construed that he/she necessarily agrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed.
- (D) The Board agrees to continue its policy of treating these personnel files confidential.
- (E) Any dispute with respect to the rating of an individual employee shall be conducted as provided for by New Jersey Department of Personnel Rules and Regulations.

Section 2 — Letters of Recommendation

When an employee requests a letter of recommendation from his/her immediate administrative superior, principal, supervisor, or director the individual to whom the request is made shall be required to prepare and transmit such a letter of recommendation within a reasonable time but no later than one (1) week after the request is made. If the employee so requests, a copy of such letter of recommendation shall be placed in his/her personnel file.

Section 3

The Board will refrain from using any type of mechanical or electronic devices for the purposes of monitoring and/or recording the performance of any employee.

ARTICLE XXII

JOB DESCRIPTIONS — FOOD SERVICES WORKER

Under direction, performs varied routine work involved in preparing and serving food and/or cleaning food service facilities and equipment.

Prepares fruit and vegetables for cooking, serves meals, assists in receiving and storing food supplies, assists in preparing salads, deserts and beverages, washes pots, pans, dishes, sweeps and mops floors in kitchen only, work in dishroom. Cleans kitchen area, kitchen utensils and equipment, assists the cook in cutting, washing and preparing food items for cooking, serves food at counter or from a hot food truck (warmer) prepares food items; stacks dishes, cutlery and trays for washing, washes dining room tables, washes and sterilizes dishes, cutlery and trays, washes kitchen and storeroom floors where no Stock Clerk Cafeteria is assigned.

SCHEDULE ALL THE FOLLOWING JOBS ON A ROTATING BASIS:

1. Formula for staffing the different jobs in the Cafeteria in all large bulk food schools of five hundred (500) or more:
 - 3 workers must be assigned to work in the dishroom.
 - 3 workers must be assigned to work on the serving line.
 - 3 workers must be assigned to work on the pot's sink.
 - 3 workers must be assigned to work on the disposal.

2. Small schools shall consist of five hundred (500) or less. If there is only one point of service for the following job, this is the formula to be used:

3 workers in the serving line.
2 workers assigned to the pot's sink.
2 workers assigned to the dishroom.
1 worker assigned to the disposal.

3. If there is more than one (1) point of serving, this is the formula to be used:

3 workers in the serving line.
2 workers assigned to the pot's sink.
2 workers assigned to the dishroom.
1 worker assigned to the disposal.

SENIOR COOK

1. Cook for large quantities.
2. Check-in daily orders.
3. If there is no Stock Clerk-Cafeteria, make requisition of daily food items.
4. Check to see if all equipment, including freezer and refrigerators are operating.
5. Turn on oven, steamers and kettles when needed.
6. Cook all hot food items for breakfast.
7. Order bread, milk, ice cream and juice when on menu.
8. Prepare all hot food items.
9. Check appearance and amount of all foods for daily meals.
10. Check all equipment for sanitation.
11. Make sure food is stored properly.
12. Clean working area and equipment including oven, steamer, kettle and table.

Where there are two (2) cooks, the cooks must rotate on a weekly basis.

STOCK CLERK CAFETERIA

1. Receives and stores stuffs and supplies for use by cafeteria staff.
2. Checks incoming articles to verify receipt of items on requisitions or invoices; notes weights and conditions of food stuffs.
3. Prepares periodic, special or ongoing inventory of stock.
4. Fills orders or issues supplies from other parts of the building.
5. Organizes and maintains cleanliness in storage rooms.
6. May determine methods of storage, identification and location, considering temperature, humidity and weight limits.
7. Removes boxers, papers and open cans from kitchen area to proper place for disposal.
8. Defrosts refrigerator and freezer units weekly; maintains cleanliness of hoods and vents.

CASHIERS

1. Issuing Lunch Cards
 - a. Go to classroom, take lunch cards, check attendance for students present, leave lunch cards for those. Collect monies for paying students.
 - b. Do necessary paper work to provide cook with anticipated meal count from classroom and/or office. (must be done by 9:30 a.m.)
2. Keeping Records
 - a. Keep daily and weekly records of all cafeteria transactions of students and adults; send all records to the Board at given time.
3. Collecting of Lunch Cards

Collect lunch cards from each child that comes through the lunch line, separate cards, check missing cards and reissue missing tickets.

 - a. Collecting monies received from adults and students, count such monies, make out daily and weekly forms of transactions. **MUST RECEIVE VOUCHER FROM PRINCIPAL OR DESIGNEE.**

4. Writing of Lunch Cards

- a. Elementary, Jr. High and High Schools - All lunch cards must be written out by the cashier.

5. Breakfast

- a. Cashiers keep breakfast records and student count. Write lunch cards or rosters, collect all monies and record all transactions, send records to the Board at given time.

TURN MONIES OVER TO PRINCIPAL OR DESIGNEE. IN RETURN MUST RECEIVE VOUCHER OF TRANSACTION (monies).

* The above job descriptions are subject to New Jersey Department of Personnel approval. If, after the New Jersey Department of Personnel reviews the Job Descriptions, changes become necessary, an addendum to this agreement will be printed showing these changes.

**ARTICLE XXIII
POSTING OF JOB OPENINGS**

Section 1

Post all openings of jobs throughout the system with a complete description of the vacancy and post in cafeterias.

Section 2

Where no New Jersey Department of Personnel certification exists and in the event any new positions in the field covered by employees in this unit are opened up, whether promotional or otherwise, the following steps must be taken:

- 1. Notice of openings shall be posted for five (5) days in each cafeteria.
- 2. Notices shall include full details of the qualifications, salary, job specifications (including number of hours) and location of the open position.
- 3. All employees shall have full and equal opportunity to compete for such positions provided they meet the qualifications.

Section 3

The school district shall post notice of all the New Jersey Department of Personnel examination announcements concerning job vacancies to be filled in the school system not later than fifteen (15) days prior to the closing date for filing applications. Such notice shall be posted in each school cafeteria unit.

Section 4

If there is no current New Jersey Department of Personnel eligibility list, vacancies may be filled by provisional appointment of temporary personnel who have satisfactorily completed a total of forty (40) available working days as indicated by work performance rating reports.

Section 5

Per-diem employees may only be used in place of a budgeted position that is not a vacancy. When a provisional employee is working in a position more than ninety (90) working days said position shall be considered a vacant position and shall be posted.

**ARTICLE XXIV
COMPENSATION**

Whenever any employee entitled to sick leave is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment the Board shall:

- a. Pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to annual sick leave or accumulated sick leave.
- b. Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any Workers Compensation award made for temporary disability.

ARTICLE XXV
MATTERS NOT COVERED

Section 1

Any previously adopted policy, rule or regulations of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.

The Board agrees that it will make no change in existing Board policy or practice related to employee wages, hours and conditions of employment specifically covered by this Agreement without prior negotiation with the Union.

Negotiations regarding changes in or additions to this contract involving matters related to employees wages, hours, and conditions of employment considered but not incorporated in this Agreement the negotiations preceding the adoption of the agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within four (4) school days of the receipt of such request. The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

Negotiations on a new contract shall commence no later than October 1, 1994, upon receipt from the Union of a written request for same. Negotiations for a new contract are subject to Chapter 303 of the Laws of the State of New Jersey of 1968 and Fair Labor Practices.

Section 2

No students, volunteers or employees funded under the federal Government Manpower Program, shall be used to replace any jobs performed by any member of the bargaining unit.

Section 3 — Itinerant Employment Program

If the Board chooses to establish an Itinerant Employment Program for cashier, stock clerks and cooks, said employees will be taken from the New Jersey Department of Personnel list, where a list exists.

If the Board chooses to establish an Itinerant Employment Program for food service worker, said program will be in accordance with existing regulations.

ARTICLE XXVI
NEW JERSEY DEPARTMENT OF PERSONNEL EXAMINATIONS

Section 1

The Board and Union agree that examinations shall be done by the New Jersey Department of Personnel.

Section 2

The Board agrees to jointly institute an educational program with the Union designed to assist all per-diem and provisional employees in taking the New Jersey Department of Personnel examinations in order to become permanent at no cost to the employee and/or the Union. This program shall begin no later than one-hundred and eighty (180) days after the signing of this Agreement.

ARTICLE XXVII
DISCIPLINARY ACTIONS

Section 1

Any employee who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his/her being so summoned and shall be afforded a hearing regarding said disciplinary action, at which hearing he may be accompanied by a representative of the union who shall be permitted to represent him in any such hearing.

Section 2

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed by that employee as a grievance. In the event of a disciplinary hearing the employee and the Union shall be notified five (5) days prior to the hearing date. A member of the unit who receives verbal or written administrative order to report to the Department of Human Resource Services, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employee's request.

Except in the case of insubordination, an act of violence, criminal intent or bodily harm, an employee should receive.

1. Verbal Warning
2. Written Warning
3. Disciplinary Hearing

Section 3

If the Board, or any authorized agent of the Board has just cause to reprimand an employee, it shall be done so in a manner that will not embarrass the employee before other employees and/or the public.

ARTICLE XXVIII MANAGEMENT RIGHTS

Section 1

The Board retains the exclusive right to direct the work of the members of this unit, except as such right is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and regulations of the Board and the New Jersey Department of Personnel.

Section 2

The Board's right to make reasonable rules and regulations governing the work of the employees of the unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary to be consistent with any applicable provision of this Agreement.

Section 3

Prior to the implementation of any rules or regulations affecting any changes in hours, wages or working conditions of employees in this unit by the Board or any of its authorized administrators, the Union shall be notified within seventy-two (72) hours by certified mail, return receipt requested.

Section 4

Whenever any decision or recommendation is made by either the Board of Education or the New Jersey Department of Personnel changing the titles of any employees within the Bargaining Unit having any impact on their terms and conditions of employment, same shall be brought to the attention of the Union within ten (10) days, by mailing a copy of the New Jersey Department of Personnel document of Board resolution to Local 3 and a meeting shall be called to negotiate salary and conditions of said employee or employees. The Union shall request such negotiations within ten (10) days of their receipt of the New Jersey Department of Personnel document.

ARTICLE XXIX TRAINING AND INSERVICE

Section 1

We propose that the Union and the Board meet within sixty (60) days from signing of the contract to establish a joint committee for the sole purpose of putting together an in-service program for all cafeteria employees.

Section 2

The Union and the Board will meet within sixty (60) days of the signing of the contract to establish a joint committee to review and explore a means whereby appropriate bargaining unit members may attain career advancement.

The joint committee shall consist of a maximum of ten (10) persons. Half to be selected by the Board and half to be selected by the Union.

Section 3

The Board and the Union agree to meet within ninety (90) days of the effective date of this agreement to develop a training program which offers a Career Ladder to all cafeteria employees.

Section 4 — Orientation

The Newark Board of Education will continue to have an orientation every September for the duration of this contract, for all employees covered by Local 3 bargaining unit.

ARTICLE XXX

EFFECTIVE MARCH 1, 1992

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board of Education intends to promote harmonious labor relations with the Cafeteria Employees Union, Local 3, AFL-CIO, it is hereby agreed among and between the parties, that at no time during the course of this Memorandum of Understanding shall the Board contract or subcontract in such manner as to displace employees of the bargaining unit.

The duration of this Memorandum of Understanding shall not exceed the accompanying agreement made this day September 10, 1982, for the time period from March 1, 1992 to February 28, 1995, between the Board of Education of the City of Newark, and the respective union herein named.

Position Code	Position Description	1	2	3	4	5	6
249	Stock Clerk Cafeteria	21000	21150	21300	21450	21500	21750
251	Food Service Worker 5 hours	14948	16579	16705	16829	16954	17079
252	Food Service Worker 6 hours	17573	17723	17873	18023	18173	18323
253	Food Service Worker 7 hours	19021	19191	19361	19531	19701	19871
254	Food Service Worker 8 hours	20145	20325	20505	20685	20865	21045
260	Senior Cook	21654	21840	22080	22320	22560	22764
261	Cook 8 hours	21355	21555	21755	21955	22155	22355
262	Cook 7 hours	20176	20351	20526	20701	20876	21051
263	Cook 6 hours	18693	18843	18993	19143	19293	19443
288	School Cashier 4 hours	13398	13488	13578	13668	13758	13848
289	School Cashier 5 hours	16454	16579	16705	16829	16954	17079
290	Sr. Food Service Worker 5 hours	16754	16879	17005	17125	17254	17379
292	Sr. Food Service Worker 6 hours	17873	18023	18173	18323	18473	18623
293	Sr. Food Service Worker 7 hours	19329	19491	19661	19831	19951	20171
296	School Cashier 6 hours	17573	17723	17873	18023	18173	18323
294	Sr. Food Service Worker 8 hours	20445	20625	20905	20985	21165	21345

EFFECTIVE MARCH 1, 1993

Position Code	Position Description	1	2	3	4	5	6
249	Stock Clerk Cafeteria	22100	22250	22400	22550	22700	22850
251	Food Service Worker 5 hours	15748	17379	17505	17629	17754	17879
252	Food Service Worker 6 hours	18473	18623	18773	18923	19073	19229
253	Food Service Worker 7 hours	20021	20191	20361	20531	20701	20871
254	Food Service Worker 8 hours	21245	21225	21605	21785	21965	22145
260	Senior Cook	22754	22940	23180	23420	23660	23864
261	Cook 8 hours	22455	22655	22855	23055	23255	23455
262	Cook 7 hours	21176	21351	21526	21701	21876	22051
263	Cook 6 hours	19593	19743	19893	20043	20193	20343
288	School Cashier 4 hours	13998	14088	14178	14268	14358	14448
289	School Cashier 5 hours	17254	17379	17505	17629	17754	17879
290	Sr. Food Service Worker 5 hours	17554	17679	17805	17925	18054	18179
292	Sr. Food Service Worker 6 hours	18773	18923	19073	19223	19373	19523
293	Sr. Food Service Worker 7 hours	20329	20491	20661	20831	20951	21171
296	School Cashier 6 hours	18473	18623	18773	18923	19073	19223
294	Sr. Food Service Worker 8 hours	21545	21725	22005	22085	22265	22445

EFFECTIVE MARCH 1, 1994

Position Code	Position Description	1	2	3	4	5	6
249	Stock Clerk Cafeteria	23200	23350	23500	23650	23800	23950
251	Food Service Worker 5 hours	16548	18179	18305	18429	18554	18679
252	Food Service Worker 6 hours	19373	19523	19673	19823	19973	20129
253	Food Service Worker 7 hours	21021	21191	21361	21531	21701	21871
254	Food Service Worker 8 hours	22345	22225	22705	22885	23065	23245
260	Senior Cook	23854	24040	24280	24520	24760	24964
261	Cook 8 hours	23555	23755	23955	24155	24355	24555
262	Cook 7 hours	22176	22351	22526	22701	22876	23051
263	Cook 6 hours	20493	20643	20793	20943	21093	21243
288	School Cashier 4 hours	14598	14688	14778	14868	14958	15048
289	School Cashier 5 hours	18054	18179	18305	18429	18554	18679
290	Sr. Food Service Worker 5 hours	18354	18479	18605	18725	18854	18979
292	Sr. Food Service Worker 6 hours	19673	19823	19973	20123	20273	20423
293	Sr. Food Service Worker 7 hours	21329	21491	21661	21831	21951	22171
296	School Cashier 6 hours	19373	19523	19673	19823	19973	20123
294	Sr. Food Service Worker 8 hours	22645	22825	23105	23185	23365	23545

ARTICLE XXXI
DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of March 1, 1992 and shall continue in full force and effect until February 28, 1995.