

**STATE OPERATED SCHOOL DISTRICT
CITY OF NEWARK
and the
HOTEL, RESTAURANT, AND CAFETERIA
EMPLOYEES UNITEHERE
LOCAL 3, AFL-CIO**

CAFETERIA WORKERS

MARCH 1, 2004 - FEBRUARY 28, 2007

**STATE OPERATED SCHOOL DISTRICT
CITY OF NEWARK**

**Marion A. Bolden
District Superintendent**

NEGOTIATING TEAMS

FOR THE NEWARK PUBLIC SCHOOLS

Raymond A. Cassetta
Chief Negotiator

Tonya Riggins, Director
Valerie Wilson
Raphael Felli

FOR THE UNION

Robert Demand, Lead Organizer
Chief Negotiator

Gail Muhammad
Thomas Ross
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PREAMBLE

WHEREAS, THE STATE OPERATED SCHOOL DISTRICT, CITY OF NEWARK, THE COUNTY OF ESSEX Newark, New Jersey (hereinafter referred to as the "State Operated School District") seeks to promote and maintain mutually harmonious relations between the State Operated School District and those of its employees who are represented by the Union who may be affected by the terms of the 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 State Operated School District is subject to the rules and regulations of the New Jersey Department of Personnel as set forth in TITLE XI A N.J.S.A.; and

WHEREAS, The State Operated School District is subject to the provisions of TITLE I 8A, N.J.S.A. and the rules and regulations of the New Jersey State 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, or Title 18A, and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, Pursuant to NJSA 34:13A-1 et seq., "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 24th day of August ,Two Thousand and Five by and between:

The State Operated School District of the City of Newark
(hereinafter referred to as the "Newark Public Schools.")

and

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

(hereinafter referred to as the "Union")

as follows:

ARTICLE 1 - RECOGNITION

Section 1.

The Newark Public Schools hereby recognizes the Union as the exclusive and sole representative for collective bargaining negotiations concerning salaries, hours and other terms of conditions of employment for all employees of The Newark Public Schools 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 Newark Public Schools as:

<u>Code</u>	<u>Position</u> <u>Title</u>	<u>Code</u>	<u>Position</u> <u>Title</u>
245	Sub. Food Service Worker P/D	262	Cook (7 hours)
248	Cashier P/D	282	Cashier/Food Service Worker (7 hours)
249	Stock Clerk	291	Senior Food Service Worker (Summer School)
253	Food Service Worker (7 hours)	293	Senior Food Service Worker (7 hours)
254	Food Service Worker (8 hours)	778	Food Service Worker (Summer School)
260	Senior Cook	779	Cook (Summer School)
261	Cook (8 hours)		

- A. The title Senior Food Service Worker means that the individual is a “Food Service Worker” as covered under the contract and has the same 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.
- C. The title Principal 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 responsibilities in training new staff, she/he shall however, be entitled to an additional \$60.00 per calendar month as extra compensation.

Section 3.

The Newark Public Schools at its own expense shall print 500 copies of the Agreement which shall be made available to the Union within sixty (60) days after the signing of the agreement. The Newark Public Schools will bill Local 3 for one-half (1/2) the cost of printing the contracts after the contracts are made available to the Union.

Section 4.

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

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 Newark Public Schools 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 Newark Public Schools shall deduct and transmit monthly membership dues and other proper assessment from the earned wages and/or salaries of each Union member in the unit upon the written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction such deduction will be made from the payroll of the next regular pay period.

Deductions of dues shall date from the date of submission on or before the payroll date on which said deductions are made.

Deduction of dues shall be made from the second (2nd) pay period of the month. A certified listing showing the amount of dues deducted, and the monies reflecting the amount of the deductions of all bargaining unit members shall be forwarded to the office of Local 3, seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees. Employees on leave shall make their payment of dues directly to the Union office. In the event, an employee on leave does not make said payment, The Newark Public Schools upon the employee's return to work and notification from the Union, shall deduct the dues from his/her salary for the month or months in arrears.

Dues deduction arrearage shall not exceed the equivalent of three (3) months per payment.

In the month of May and June dues deductions shall be doubled to cover the months of July and August. Substitutes shall pay an amount that is equal to one-third (1/3) of the amount that is paid by permanent employees. All payroll deductions from substitutes shall be made on the same schedule as payroll deductions from permanent employees.

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 Newark Public Schools 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 Newark Public Schools, eighty-five (85) percent of the monthly Union dues. Substitutes shall pay an amount that is equal to one-third (1/3) of the amount that is paid by permanent employees.

All payroll deductions from substitutes shall be made on the same schedule as payroll deductions from permanent employees.

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 deduction shall automatically begin once again with the first paycheck of the employee without The Newark Public Schools requiring an additional authorization card from either the employee and/or the Union.

Section 6

The Newark Public Schools 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

The Newark Public Schools shall deduct and transmit monthly to the union, the Hotel Employees & Restaurant Employees International Union TIP fund deductions for members who have submitted a signed authorization card for such deduction.

ARTICLE III - BULLETIN BOARDS

Subject to prior approval of the District Superintendent, or designee, which approval shall not be unreasonably withheld, The Newark Public Schools 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 I - General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee in the unit with The Newark Public Schools or any agent of The Newark Public Schools 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 **or lead persons**, 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 District 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 District Superintendent, or his/her designee, who shall within five (5) days, conduct a conference with the grievant to review the grievance. The District Superintendent, or his/her designee, shall submit written notice of the grievance decision to the grievant and a copy of his 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 Union 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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools and Union.

- B-4. Services of the Arbitrator may be discontinued by either The Newark Public Schools 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/she shall be bound by and comply with the provisions of this Agreement. He/she 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 Newark Public Schools 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 Newark Public Schools 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 I within twenty (20) working days from the day of occurrence of said grievance. Work days do not include holidays or administrative days or any other times the schools are closed during the regular school year from September through June. During the summer work days will be those days on which the Central Office is open for business.

ARTICLE V - BUSINESS LEAVE

Section 1

Time for negotiations will be as mutually agreed upon by the Union and The Newark Public Schools. 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 session, 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 Newark Public Schools 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 Newark Public Schools as stated in this agreement and employees on leave without pay shall not be entitled to such benefits.

Section 5

Four (4) Union representatives will be released from his/her work assignment for the sole purpose of servicing employees covered by this Agreement. Each of the four Union representatives shall be released one (1) day every other week (two released days per week). Attending meetings with the employer to assist in resolving grievances that are disciplinary and non-disciplinary will be permitted by the employee at a time designated by the employer. The day of the week on which the released time will occur and the person or persons who will be released will be determined at the start of the school year.

The Union will have Shop Stewards at each school cafeteria to serve as a liaison between the employer and the bargaining unit employees.

Union officers, who are also rank and file employees, will be released from their work assignments to represent members, without a loss of wages, in the event there is no Shop Steward on duty.

Section 6

Upon two weeks written notice from the Union, the employer shall grant an unpaid leave of absence for at least six months and up to twelve months for Union activity. No more than two such leaves shall be granted at any one time. The Union shall give due consideration to the employer's staffing needs.

Seniority shall continue to accrue during a Union leave of absence. When an individual granted such leave returns to regular employment with the Newark Public Schools he/she shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed during such absence.

Any employee granted such leave shall have the right to have maintained, on the same basis as all other active employees, any medical, dental, prescription, vision, podiatry and temporary disability insurance, and continued enrollment in the pension plan, upon regular advanced payment of the cost of the insurance plans and pension enrollment on behalf of the employee to the Newark Public Schools Executive Director of Human Resources, provided the insurance carriers will permit continued enrollment.

ARTICLE VI - SENIORITY

Section 1

An employee shall have school system seniority:

Newark Public Schools 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, employees 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 Division 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 Division 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 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. 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.

- F. Emergency is defined as a sudden occurrence or condition calling for immediate action. Said occurrence or condition must be of the nature that the Newark Public Schools could not have reasonably foreseen or anticipated its occurrence.

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 Newark Public Schools 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 District Superintendent as recommended by the Director of Food & Nutrition 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 Office of Food & Nutrition Services, reassignment of personnel shall be annually recommended to the District 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 Food & Nutrition Services to recommend reassignments of personnel to the District 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 Food & Nutrition 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 Division 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 upon 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 Newark Public Schools.

Section 6

On May 1 of every year, the Division 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 mailing 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 therefor and The Newark Public Schools 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 Newark Public Schools. No more than three (3) such leaves at maximum shall be permissible at any one time. The taking of a leave of absence without formal approval may be cause for discipline up to and including discharge.

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 Food & Nutrition 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 either 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 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 Newark Public Schools 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 Newark Public Schools for care of child, if requested by the employee and approved by The Newark Public Schools. 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 step 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.

Section 8—Family Leave Act & Family and Medical Leave Act

A. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc., in the leave.

B. Permitted Purposes For Leave

FLA—Serious health condition of spouse, child, parent, including parent-in-law, or the birth or placement for adoption of a child.

FMLA—Serious health condition of spouse, child, or parent, or the employee’s own serious health condition, or the birth or placement for adoption or foster care of a child.

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 Newark Public Schools.

Section 2

During any period prior to an employee becoming permanent, The Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools may discharge employee for just cause. 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 Newark Public Schools and applicable to a cafeteria, and except for such additional holidays as may be granted from time-to-time 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. Employees shall not receive added compensation for the make-up 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/she is assigned because of an emergency or other unpredictable event, such employee shall be paid for the regular daily number of his/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 Food & Nutrition Services, or a 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 the impact that such changes would have. If an emergency should arise and no certified cook is available to dispel the emergency, the Area Manager will arrange for coverage during the emergency.

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 authorized time spent in that category. Such authorization will be made by a representative of the Division of Food Services.

Section 3 - Work Year

A. The annual work year shall consist of:

FOOD SERVICE WORKERS/CASHIERS AND SENIOR FOOD SERVICE WORKERS

3 Set-up days in August;
2 Opening days;
180 Food service days;
1 Closing day.

COOKS, SENIOR COOKS and STOCK CLERKS

20 Food Service and/or planning days in either July or August as determined by the Director of Nutritional Services
3 Set-up days in August
2 Opening Days
180 Food service days
1 Closing day

Section 4 – Work Day

Effective May 1, 2004, all seven hour positions will be filled by a combination of seniority and volunteers. If the necessary seven hour shifts are not filled by the aforementioned process, the employer may assign employees by seniority. Employees may use their seniority status to decline or accept the assignment provided the Employer fills the seven hour shifts of work needed.

Those employees who are regularly scheduled to work eight (8) hours per day during the 2004-2007 school year will retain their eight hour positions for the duration of this Collective Bargaining Agreement unless the employee volunteers to work less than eight (8) hours per day.

Employees whose daily work hours are increased shall have the right to remain at their current building assignment or move to another building based on seniority. Those employees who do not or cannot due to seniority make a selection will be placed in a vacant position. Vacancies will be filled by District seniority within the employee's job classification.

Section 5 - Holidays

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

The school calendar 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.

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 Newark Public Schools.

Section 6 - Non-Working Days

The Newark Public Schools 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 Newark Public Schools. This training will take place during the school year when students are not present.

Section 7 - 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 Newark Public Schools agree 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, the employee's personal preference, the employee's work record, 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.

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.

Section 3

The Newark Public Schools and the Union hereby agree that all school cafeterias shall be staffed in a manner that meets the needs of the children and staff being served without placing a hardship on the cafeteria workers. Every consideration will be given to effectively assign employees in accordance to the number of students being served and the amount of work being generated at each respective school.

All staffing will be administered in accordance with the Collective Bargaining Agreement and will be subject to the grievance procedure therein.

Section 4

Cashier's duties shall include collecting and distributing tickets, manning cash registers record keeping; preparation of reports and inventories.

Other duties may include: assisting in prep work for meals, general cleaning, and other duties that may be assigned by the Employer within the scheduled shift or work and customarily performed within the cafeteria area.

Section 5

The hours during which employees function as cashiers in each cafeteria will be determined by the District. In the event of a cut in hours in excess of one (1) hour per day, The State Operated School District will give five (5) working days notice to the employees involved.

Section 6

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 7

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

Section 8

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 9

- A. 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. Laid off employees will be given opportunity to place their names on the substitute list and will be offered substitute work before other substitutes are offered work.
- B. Laid off employees shall be on a recall list for two years from the date of layoff. Laid off employees shall be recalled on the basis of seniority with the most senior being recalled first. Recall shall be by registered letter, return receipt requested, to the employees address of record. The laid off employee shall have seven (7) days from the date of receipt of the recall letter to respond to the offer of reemployment. A refusal to accept the job offered shall remove the employee's name from the recall list unless the employee requests that he/she be placed on a state or federal Family Leave Act leave of absence. When the requested Family Leave Act leave of absence is approved the employees name will remain on the recall list for his/her job classification. When this occurs employees on the recall list will be offered the opportunity to fill the position on a substitute basis for the duration of the Family Leave. Refusal to substitute will not effect an employee's place on the recall list.
- C. 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.

D. 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 10

Overtime be defined as all hours of regular work beyond forty (40) hours per week. Employees shall be compensated for all overtime hours as defined, at time and one-half (1 1/2) the employee's current hourly rate.

Section 11

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 12

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 13

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 14

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

Section 15

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

Section 16

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 District Superintendent and the Director of Food & Nutrition Services of the names of current Union officers.

Section 2

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

Section 3

Principals shall be required to meet with the Shop Steward at their school at least once every two months at the Shop Stewards request the during the school day in order to discuss problems of mutual interest in the cafeteria with and make every effort to resolve any problems at their the possible level.

ARTICLE XIII - FRINGE BENEFITS

Section 1

The Newark Public Schools 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, be the State Health Benefits Program. The 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 I 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 Newark Public Schools will make available life insurance to cover provisional employees. The cost of the premiums shall be borne by the employee.

Section 4

The Newark Public Schools will provide the employees covered by the Local 3 Bargaining Unit, and pay in full for the benefits for prescription drugs, vision care and dental care up to full family.

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

These payments will be made by The Newark Public Schools semiannually based upon the actual number of bargaining unit employees on record.

Section 5

- A. The Newark Public Schools may select administrator(s) to provide the benefits described in Section 4A above. Said providers shall be required to submit monthly reports to the Newark Public Schools 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. The Newark Public Schools will select administrators who will maintain the quality of service that meets the needs of all union employees.
- C. The Union will be involved in the selection process.

ARTICLE XIV - RELIEF FROM DUTIES

The Newark Public Schools and the Union agree that the Food Program in the Newark Public Schools; 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 Newark Public Schools 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 employee shall not be required to scrape off or remove gum from chairs or tables and 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 Newark Public Schools agree that all permanent and provisional employees shall receive the following uniform per school year: four (4) uniforms, two (2) pairs of shoes, one (1) lab coat, four (4) caps or fifty (50) hair nets, and four (4) aprons.

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 number of uniforms.

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

It is the intention of The Newark Public Schools and the Union that temporary employees and summer employees are not entitled to uniforms.

ARTICLE XVI - SALARIES

Section 1A

Effective March 1, 2004, all employees shall be paid in accordance with the 2004-05 salary schedule which is incorporated herein.

Effective July 1, 2005, all employees shall be paid in accordance with the 2005-06 salary schedule which is incorporated herein.

Not later than June 30, 2006, each Food Service Worker, Senior Food Service Worker and Cashier/Food Service Worker who was employed in one of these job titles prior to April 6, 2005, shall be paid an amount, by separate check, an amount that is determined by the salary and insurance savings generate by the transfer of up to three employees who have been agreed upon by the Union and the Newark Public Schools from Food Services to other divisions within the Newark Public Schools.

Effective July 1, 2006, all employees shall be paid in accordance with the 2006-07 salary schedule which is incorporated herein.

Employees hired on or after July 1, 1998, shall be paid as follows:

<u>Title</u>	<u>Hourly Rate</u>
Cook	\$ 12.00
Senior Food Service Worker	9.00
Food Service Worker	8.25

Section 1B

The Newark Public Schools and the Union agree to review the need to negotiate the summer employment rates. The hourly rates for summer work shall be:

Food Service Worker	\$ 7.75
Senior Food Service Worker	\$ 8.00
Cook	\$ 9.00

Section 2 - Per Diem Rates

The Newark Public Schools and Local 3 agree that the per-diem rates shall be:

\$10.13 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 of the error of the next pay day.

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 Division of Human Resource Services establishing his/her claim, during the school year in which the error occurs or not later than October 31st of the following school year, the salary of the employee shall be adjusted to the proper step and retroactive payment shall be made to the employee for a period not to exceed twelve (12) months. Such adjustments shall also be made if such an incorrect placement is discovered by the Division of Human Resource Services even if the employee makes no claim.

Payroll checks for employees on Workers Compensation, extended sick leave, and other approved extended absences, shall be mailed on the day before other 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 the 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, 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 Newark Public Schools.

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 Newark Public Schools will Hold Back one (1) week of pay for all employees covered under this bargaining unit.

Local 3 and The Newark Public Schools shall meet to discuss the method of implementation of the Hold Back, and the implementation must be mutually agreed to by both parties.

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 Newark Public Schools may require proof of such illness by way of medical certificate or any other means The Newark Public Schools 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 Newark Public Schools 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

The Newark Public Schools and the Union agree to establish sick day program whereby unit employees will be able to donate sick days to other employees in cases of serious illness.

The Newark Public Schools 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 four (4) days of personal leave per calendar year, but no such unused personal leave may be accumulated except as specified in Section 7 of this Article. Employees hired provisionally or permanently after December 1, shall be eligible for one (1) personal day.

Section 5

The Newark Public Schools 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 Newark Public Schools denies a request by an employee for additional sick days beyond the established limits, The Newark Public Schools shall give such employee an explanation for the denial of request in writing with a copy to the Union.

Section 6

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. (Immediately following the death.)
- 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 shall be compensated for all time so lost.

Section 7 - Sick Leave Buy-Back

- A. Effective March 1, 1998, personal days may be accumulated for conversion at retirement.
- B. Employees who retire on or after July 1, 1999, shall be paid eighty (\$80.00) per day for accumulated sick and personal leave days up to a maximum of ninety (90) days.

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 be 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. The break time shall be scheduled for each employee by the District.

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 Newark Public Schools agrees to provide the meal during said lunch period. The duty free lunch period shall be scheduled for each employee by the District.

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 Newark Public Schools agrees that at no time will it institute a lockout of its cafeteria employees.

ARTICLE XXI - EMPLOYEE PERFORMANCE EVALUATION, 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, Needs Improvement, 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 Newark Public Schools 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 Newark Public Schools 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, food and food services; assists in preparing salads, deserts and beverages, washes pots, pans, dishes, sweeps and mops floors in kitchen only, work in dish room. Cleans kitchen area, kitchen utensils and equipment, assist 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 dish room.
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 dish room.
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 dish room.
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 food stuffs and supplies for use by cafeteria staff.
2. Checks incoming articles to verify receipt of items on requisitions or invoices; notes weight and condition 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 boxes, 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 transaction of students and adults; send all records to The Newark Public Schools 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 Newark Public Schools 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 on 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 be used in place of a budgeted position that is not a vacancy. When a per-diem employee is working in a budgeted vacancy more than ninety (90) days, he/she shall be appointed to said position consistent with the rules and regulations of the New Jersey Department of Personnel.

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 Newark Public Schools 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 Newark Public Schools which is in conflict with a provision of this agreement shall be superseded and replaced by the applicable provision of this agreement.

The Newark Public Schools agrees that it will make no change in existing Board policy or practice related to employee wages, hours and conditions of employment and 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 negotiation shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

Negotiations for a new contract shall commence no later than October 1, 2006, upon receipt from the Union of a written request for same. Negotiations for a new contract are subject to NJSA 34:13A-1et seq.

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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools and Union agree that examinations shall be done by the New Jersey Department of Personnel.

Section 2

The Newark Public Schools agrees to jointly institute an educational program with the Union designed to assist in 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 Division 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 Newark Public Schools, or any authorized agent of The Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools and the New Jersey Department of Personnel.

Section 2

The Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools or the New Jersey Department of Personnel changes 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 or 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 Newark Public Schools 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 Newark Public Schools 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 Newark Public Schools and half to be selected by the Union.

**ARTICLE XXX
DURATION**

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of March 1, 2004, and shall continue in full force and effect until February 28, 2007.

NEWARK PUBLIC SCHOOLS

LOCAL 3, UNITE HERE

Marion A. Bolden.
District Superintendent

Robert Demand
Lead Organizer

Raymond A. Cassetta
Chief Spokesperson