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Institute of Management &
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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP

Board of Education

and

NORTH HANOVER SCHOOL CAFETERIA WORKERS' ASSOCIATION

1984 - 1987

September 1, 1984 - June 30, 1987

THIS DOCUMENT
IS NOT
CIRCULABLE

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ARTICLE I

Recognition

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the North Hanover Township Board of Education hereby recognizes the North Hanover School Cafeteria Workers' Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:

COOKS AND COOK ASSISTANTS

B. Unless otherwise specified in the Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II

Negotiation Procedure

A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations in accordance with the time frames dictated by the Public Employees Relations Commission.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representative shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The Association understands that any agreement is tentative until ratified by a majority of the Board at a public meeting.

D. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement as set forth in Article XV, neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within knowledge of contemplation of either both of the parties at the time they negotiated or executed this agreement, except as required by statute.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

Level III - Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty (20) calendar days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties. Acknowledging binding arbitration as the means of resolution for a dispute arising under this agreement, there shall be no form of strike. The cost for the services of the arbitrator as agreed by both parties shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

ARTICLE IV

Employee Rights

A. Whenever any employee is required to appear before the Superintendent, Assistant Superintendent, the Board, or any committee thereof concerning a disciplinary hearing which could adversely affect the continuation of that employee in his/her position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such hearing and shall be entitled to have at his/her option a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

B. Pursuant to Chapter 123 of the Public Laws of 1974, the Board and the Association hereby agree that every employee within the defined Bargaining Unit shall have the right to freely organize, join and support the Association for the purpose of collective negotiations with the Board, and the Board and the Association will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board and Association further agree that neither will discriminate against any employee by reason of membership or participation in the activities of the Association, or the lack of such, or the processing of any grievance hereinafter.

D. All weekend and holiday work shall be voluntary. An employee shall be paid at the rate of time plus one-half for all hours worked. Volunteers from the school where the activity is taking place should be given first preference to work. Management reserves the right to assign if no employee volunteers for the work. Employees shall be paid for a minimum of four (4) hours for all overtime. The rate of pay for overtime shall be based on a 183 day school year.

ARTICLE VII

Leaves of Absence

A. Sick Leave - All ten month employees shall be entitled to ten (10) days of paid sick leave in each work year.

B. Emergency Absence - All employees shall be entitled to bereavement days with full pay in accordance with Board Policy.

C. Personal Absence - All employees in the bargaining unit shall be entitled up to three (3) days of paid leave to conduct personal business. Effective June 30, 1983 the Board of Education will grant to each employee, one (1) sick day for every two (2) unused Personal Leave Days, that has been accumulated.

D. Accrued Leave Statement - All employees will receive a written statement of accrued sick leave once per year by September 30th.

E. Unpaid Leave of Absence for Family Illness - Each employee who requires an extended leave of absence without pay because of serious illness in the immediate family (defined herein as immediate kin, the same household) shall make such request to the Board through the Assistant Superintendent and such leave shall not be capriciously denied. Each request shall be accompanied with certifications by a physician of the need for such leave. Leave shall not exceed one full year, or the balance of a work year if such be the case. Normally such request must be made at least sixty (60) days prior to commencement (in case of a bona fide emergency, the sixty (60) days notice of requirement may be waived), an application for return must be made in writing at least sixty (60) days prior to the start of the subsequent work year. Re-application for such leave must also be made at least sixty (60) days prior to the beginning of the next work year. Return from leave shall not be credited as active service for pay benefits (but shall be entitled to applicable current benefits), and failure to comply with the time requirements stated above shall be understood as resignation by the employee.

F. Each employee required to serve on jury duty shall be paid the difference between his/her salary and the jury payment for up to two (2) weeks pay. In addition, any employee who is required by the Board to be in attendance as a witness in a legal proceeding shall not suffer loss in pay. In no case will this special leave be granted or credited for more than six (6) hours per day or thirty (30) hours in one week. The employee shall notify his/her supervisor immediately upon notification, that such leave is required and subsequently furnish bonafide evidence that he/she did perform the duty for which the leave was requested.

C. The insurance carrier(s) shall be requested to provide each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above.

D. Liability coverage shall be in accordance with and to the extent required by law.

E. The Board of Education shall pay for each Cook and Cook Assistant eligible and choosing to enroll the full single or the full family prescription plan (commonly referred to as the one dollar (1.00) co-pay).

ARTICLE XI

Promotions

A. A promotional position shall be one which pays a higher rate and which encompasses a higher level of responsibility.

B. When a promotional position becomes vacant, notice of said vacant position shall be posted on the bulletin board of the central office and the cafeteria of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position. If a promotional position becomes available during the summer recess, then such notice shall be mailed to the Association President. Such notice shall not be less than one week in length.

C. Employees desiring to apply for such positions shall submit applications in writing to the Assistant Superintendent within the time limit specified in the notice.

D. The Board agrees in considering such applications to give due consideration to the applicant's seniority, background and attainments along with other relevant factors.

ARTICLE XII

Voluntary Transfers

A. In the event that a vacancy occurs in any similar unit position, the Superintendent shall within a reasonable time thereafter post notice of the vacancy on the bulletin board in the central office and in the cafeteria in each school.

B. Any employee in the unit who desires to transfer to another building may file a written statement of the request to do so with the Assistant Superintendent, including the position and location to which transfer is desired.

2. If by the Board, to the Association President
North Hanover School Cafeteria Workers' Association
Mrs. Mary Currie, R.D. # 1 Box 301
Wrightstown, New Jersey 08562

D. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, city, or town of residence or marital status.

E. This Agreement incorporates the total understanding of the Board and the Association.

F. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and a copy given to each employee.

ARTICLE XV

Miscellaneous

A. All new cafeteria personnel shall be hired on a forty-five school day trial period before being issued a contract.

B. An employee who is required to use his/her own vehicle in the performance of his/her work shall be reimbursed at the rate established by the Board. It is understood that McGuire Schools # 1, # 2, # 3 and # 4 are considered one complex and there is no mileage paid for travel between these schools.

C. Any Cook Assistant who works more than five (5) consecutive work days as a replacement for the Cook shall be paid an additional ten dollars (\$10.00) per day, at a maximum of twohundred dollars (\$200.00) per month.

D. It is understood that food handlers (servers) will not handle money during the times food is being served.

E. The practice of clean-up (sweeping and mopping) the kitchen area shall be continued as in the past.

F. The Board of Education shall pay tuition for courses or workshops in relation to the employee's job. Prior approval must be obtained from the Assistant Superintendent/Board Secretary. The employee shall furnish proof of payment and a passing grade of the course before payment will be made.

G. Employees of this Bargaining Unit shall be notified by May 30th or thirty (30) days after contract is finalized (which ever is later) of their contract renewal.

SCHEDULE A

Salary Guide for Cooks

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Step 1	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00
Step 2	7,300.00	7,300.00	7,300.00
Step 3	7,900.00	7,900.00	8,000.00
Step 4	8,500.00	8,500.00	8,700.00
Step 5	9,200.00	9,200.00	9,400.00
Step 6	9,700.00	10,000.00	10,100.00
Step 7	10,475.00	10,685.00	11,100.00

Salary Guide for Cook Assistants

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
Step 1	\$ 4,700.00	\$ 4,700.00	\$ 4,950.00
Step 2	4,900.00	4,950.00	5,250.00
Step 3	5,150.00	5,250.00	5,550.00
Step 4	5,450.00	5,550.00	5,850.00
Step 5	5,650.00	5,850.00	6,150.00
Step 6	5,900.00	6,150.00	6,450.00
Step 7	6,150.00	6,450.00	6,750.00
Step 8	6,300.00	6,700.00	7,150.00

Any Cook Assistant promoted to the position of Cook will be placed on a salary guide step which is the next higher income to their present salary.