

#1256

BOARD OF EDUCATION
PINELANDS REGIONAL SCHOOL DISTRICT

AGREEMENT

with the

PINELANDS REGIONAL FOOD SERVICE ASSOCIATION

REPRESENTING THE
FOOD SERVICE EMPLOYEES

of the

PINELANDS REGIONAL SCHOOL DISTRICT

AGREEMENT PERIOD

July 1, 1996 to June 30, 1998

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ARTICLE I
RECOGNITION

The Board of Education of the Pinelands Regional School District, hereinafter called the "Board, recognizes the Pinelands Regional Food Service Association, hereinafter called the "Association" as the majority representative for collective negotiations with the Board, pursuant to Chapter 123 of the Laws of 1975, concerning the terms and conditions of employment for employees identified within the classification of this contract. Individuals employed on a diem, per hour, or substitute basis shall NOT be represented by the Association.

Classification of employees within this contract shall include and be limited to:

General Food Employees/Cashiers
Assistant Cook
Cook

The term "Employee" when used hereinafter in this Agreement shall refer to any employee in the above enumerated classification and who is represented by the Association.

The foregoing recognition shall continue in effect until the Public Employment Relations Commission shall have certified a new representative for a negotiating unit.

Specifically excluded from this Agreement and any representation thereto shall be:

Maintenance Employees
Custodial Employees
Bus Drivers
Supervisory Personnel
Certificated Teaching Staff
White Collar Support Staff represented by -
Pinelands Education Association
Confidential Employees

ARTICLE II
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance is a claim by an employee covered by this Agreement or by the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the employee(s).
2. The "Grievant" is the person or persons making the claim.
3. "Working days" as used in this article means the days on which the "grievant" is normally expected to be at work.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, resolve to the problems which may from time to time arise affecting the parties to this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) working days from the time of its occurrence or the time when the aggrieved became aware, or should have become aware, of the alleged grievance.

Step 1: An employee shall first review any potential grievance with the Association's representative and then shall discuss his grievance with his immediate supervisor in an attempt to resolve the matter informally. The supervisor shall attempt to adjust the matter and shall respond orally to the grievant within five (5) working days.

Step 2: If the grievance has not been settled through discussions with the immediate supervisor, the grievant shall present the grievance in writing to the Food Service Supervisor within five (5) working days. The Food Service Supervisor shall communicate his decision in writing to the grievant and the Association representative within five (5) working days after he receives the written grievance.

Step 3: If the grievance is not settled at Step 2, the grievant shall have five (5) days after receipt of the Food Service Supervisor's written decision to appeal the decision to the

Superintendent of Schools. The appeal to the Superintendent must be in writing and shall state (a) the nature of the grievance, (b) the nature and extent of the injury, loss, or inconvenience to the grievant, and (c) the dissatisfaction with decisions previously rendered. The Superintendent shall respond in writing to the grievant and the Association representative within ten (10) working days.

Step 4: If the grievance is not resolved at Step 3, the grievant or the Association representative may request, no later than five (5) working days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent, and the Board shall render a decision in writing within one (1) calendar month.

- D. No reprisals of any kind shall be taken by the Board, its administrators, or the Association against any grievant or his representatives by reason of his participation in the grievance procedure.
- E. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however be extended by mutual agreement.

ARTICLE III EMPLOYMENT AND SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule I which is attached hereto and made a part hereof.
- B.
 - 1. The Board agrees to establish an annual contract wage with bi-monthly payments beginning September 15th and continuing through June 30th each year of the contract (20 equal installments). (See Schedule I)
 - 2. When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous school work day.
- C.
 - 1. The normal work week for an employee shall consist of five (5) consecutive days with the number of working hours to be determined pursuant with the salary schedules (see Schedule I) beginning at 5:00 a.m. Monday and ending 3:30 p.m. on the following Friday.

2. One and one-half (1 1/2) times the straight time hourly rate shall be paid an employee for all hours s/he works in excess of forty (40) hours in any one week.
3. Compensation for special events shall be reimbursed at the rate of \$13.50 per hour during the 1996-98 contract years.
4. The substitute rate shall be paid at \$6.00 per hour.
5. Whenever any employee is requested or required to perform duties outside of their job classification (e.g. a general food employee/cashier is asked to cook due to the absence of the assistant cook or cook) that employee shall receive as compensation the difference between their daily rate of pay and the daily rate of pay of the absent unit member.
6. All employees shall receive a one-half (1/2) hour duty-free lunch which shall be taken at a time not in conflict with the serving of the School Lunch Program and which is mutually agreed upon between the employee and the Food Service Supervisor.
7. The employee work year shall consist of not more than 188 working days, but to be determined by the student and teacher calendar.
8. Emergency closing of school, etc., will not affect the annual wages of Association members insofar as the student school year may be accomplished and the necessary staff luncheon days and preparation and clean-up. Two (2) advance preparation days -- August; Five (5) staff luncheons -- August/September; Two (2) final clean-up -- June.
9. In the event inordinate emergency closings occur, employees shall be required to fulfill the adjusted calendar.
10. Part-time employees (less than four (4) hours per day) shall be paid at the rate of the minimum wage.
11. Employees shall be entitled to a free lunch each working day. No food or containers are to be taken home at any time unless specifically approved by the Food Service Supervisor and with some monetary charge; i.e., one-half half price for leftover sandwiches that cannot be sold.
12. Effective July 1, 1986, in order to be eligible for an increment, a full-time or daily-employed part-time employee must have worked and/or been on an approved paid leave of absence (under the terms of this contract) for one-half of the scheduled work days for the employee's category plus one day during the previous contract year.

- D. The Association shall have the right to use school facilities for meeting of its organization. All requests for such use of school facilities shall be cleared in advance with the Coordinator of Facility Use. An employee cannot attend any such meeting which is held during his/her working hours. The Association agrees that it will restore any facilities used to their pre-meeting condition.
- E. The Board shall deduct from employees' salaries money for any and all of the following as requested by such employee:
1. Health and Accident Insurance, including HMO
 2. Annuities
 3. Contributory Life Insurance
 4. M.O.N.O.C.
 5. United Way
- F. Employee contracts for individuals covered under this Agreement shall be limited to a period not to exceed one (1) calendar year commencing with the date of employment through the next ensuing June 30th. Successor contracts shall stipulate July 1 through June 30th next ensuing.
- G. Longevity payments will be granted to employees according to the following schedule:
- a) at 4th consecutive school year contract - \$100.
 - b) at 7th consecutive school year contract - \$150.
 - c) at 10th consecutive school year contract - \$200.
 - d) at 13th consecutive school year contract - \$250.
 - e) at 16th consecutive school year contract - \$300.

Longevity payments shall be cumulative over the years of employment in the district.

ARTICLE III
1995-96

ANNUAL CONTRACT

Schedule I

<u>Step</u>	<u>Gen'l. Food Services Emp.</u>		<u>Asst. Cook</u>	<u>Cook</u>
	<u>7 Hrs./Day</u>	<u>8 Hrs./Day</u>	<u>8 Hrs./Day</u>	<u>8 Hrs./Day</u>
0	\$ 11,396	\$ 13,176	\$ 14,707	\$ 16,013
1	11,596	13,476	15,007	16,313
2	11,924	13,805	15,336	16,642
3	12,273	14,153	15,685	17,472
4	12,917	14,839	16,437	18,301
5	13,505	15,525	17,189	19,131
6	14,188	16,211	17,941	19,742
7	14,688	16,913	18,696	20,791
8	15,468	17,592	19,446	21,624
9	15,843	18,248	20,198	22,024
10	16,222	18,516	20,949	22,422

1996-97 Salaries - Salary increases will be equal to 4.25%

1997-98 Salaries - Salary increases will be equal to 4.25%

ARTICLE IV
SENIORITY

- A. Seniority is defined for purposes of this Article as an employee's total length of continuous contractual service as an employee of the Board in the employee category specifically covered by this Agreement.
- B. Each time a question as to seniority arises between two or more qualified employees having the same total length of continuous contractual service, those employees shall draw to determine seniority rank for the purpose in question.
- C. In all cases of layoff or recall, employees with the greatest amount of seniority shall be given preference. In the case of a layoff due to a reduction in the number of employees, the last employee hired shall be the first employee to be laid off. The Cook and Assistant Cook shall be excluded from this seniority list.
- D. The Board shall maintain an accurate up-to-date seniority roster showing the date on which each employee's continuous contractual service began, his/her classification and pay rate, and a copy of same shall be made available to the Association representative.
- E. Every vacancy for any position covered by this Agreement, and which vacancy is to be filled, shall be posted at least five (5) days before the position is filled. Posting will include the job title, classification, shift, job location, and shall be posted, in addition to other locations, on the Food Service Department Bulletin Board. Vacancies will be filled only at the Board's discretion, and candidates will be selected in accordance with qualifications and seniority. The Board reserves the right at times of job vacancies to involuntarily transfer a Food Service Employee from one school to another.
- F. The assignment of overtime duties will be offered to employees on the basis of rotation inasmuch as time frames will permit except for emergency situations. (This rotation shall not apply to the Cook and/or Assistant Cook)

ARTICLE V
HEALTH INSURANCE

- A. Employees working twenty (20) hours or more per week on a regular basis shall be provided with group health insurance coverage for the employee at Board expense. The Board additionally agrees to provide all unit members all group health benefits as offered and provided to any other Association or unit within the school district. Registration

for the above health insurance benefits plan is the responsibility of the employee. Application for enrollment in the plan(s) shall be made in the office of the Superintendent. Group benefits shall be provided only in accordance with the terms of each individual plan and its rules, regulations and procedures.

The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article not later than October 1 each year which shall include a clear description of conditions and limits of coverage as listed above.

- B. The Board reserves the right to change insurance carriers at any time, and the Board shall maintain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

1. Health

- a. Each such employee may also enroll his/her spouse and dependent child(ren) (under the State Health Benefits Plan definition of that term) in the group health insurance coverage.

- b. Effective July 1, 1996, the Board paid-for plan shall be the N.J. Plus Plan (PPO). The Board's maximum premium contribution toward insurance for those enrolled in single coverage shall be 100% of the single premium for the traditional indemnity plan. The Board's maximum premium contribution at all other enrollment levels for the Traditional, N.J. Plus (PPO) or HMO shall not exceed 100% of the N.J. Plus premium at the relevant enrollment level. Employee contributions over the Board maximum shall be made through equal deductions spread over a ten-month period.

2. Dental

Effective July 1, 1996, the Board shall contribute a maximum annual contribution per unit employee of \$285.00 for a family dental plan.

3. Optical

Effective July 1, 1996, the Board shall contribute a maximum annual contribution per unit employee of \$105.00 for 1996-97 and \$115.00 for 1997-98 for a family optical plan.

ARTICLE VI
WORKMEN'S COMPENSATION INSURANCE

All employees of the Board shall be provided with insurance coverage, at Board expense, for all injuries occurring in performance of the employee's regular duties, provided such injuries are promptly reported to the employee's immediate supervisor.

The Board reserves the right to change Workmen's Compensation carriers at any time, and the Board shall retain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

ARTICLE VII
ANNUITIES

The Board shall provide employees with an opportunity to select and join in an insurance program for the purpose of participating in a tax sheltered annuity.

The liability of the Board shall be solely to collect money on behalf of the program and forward it to the proper parties. The Board shall not be liable for any of the annuities' actions.

ARTICLE VIII
RETIREMENT

The Board shall participate in the Public Employees' Retirement System and shall contribute to these systems as required by law.

ARTICLE IX
LIABILITY INSURANCE

All employees shall be provided, at Board expense, with a liability protection policy which will afford personal liability and legal expense protection for the employee in the amount of up to \$100,000.00 per employee per annum and to an aggregate of \$1,000,000.00 per annum as regards actions of the employee(s) in the course of their work.

The Board reserves the right to change carriers and shall endeavor to maintain a benefit level consistent with the above.

ARTICLE X
TIME OFF FOR JURY OR COURT SUBPOENA

All Board employees shall be compensated at their full rate of pay for each day the employee's presence in Court is required by subpoena as a witness. This benefit shall not apply if the employee is a party to an action.

Employees shall be compensated at their full rate of pay for each full day that the employee is required by the court to be in attendance on a jury.

The total combined compensation under the above shall not exceed ten (10) days during any school year, unless by special request from the Court. If the Court does specially request additional time, such request shall be reviewed by the Board on a case by case basis.

ARTICLE XI
SICK LEAVE

It is the policy of the Board to provide Food Service employees with sick leave.

- a. All Food Service employees shall be granted up to ten (10) sick leave days per year based on one (1) day per each working month throughout each working year.
- b. Sick leave days shall be accumulative throughout the course of employment in the district and may be used for illness in subsequent years.
- c. The Board shall review any case where an employee has exceeded his/her accumulated personal illness days, and the Board may grant, on an individual case by case basis up to an additional ten (10) days per year, which shall be provided at the employee's rate of pay, less appropriate substitute's pay, should the Board deem it appropriate.
- d. Employees shall be required to provide medical proof of illness upon request of the Superintendent.
- e. Payment for Unused Sick Leave Upon Retirement
 1. Employees must be eligible for and actually retire under the auspices of the P.E.R.S. system.
 2. In order to be eligible for said payment, the employee must give four (4) months written notice of intention to retire.
 3. In cases of disability, certified for the purposes of retirement, the notice provision under 2. will be waived.
 4. The Board may waive the notice requirement in other cases at its own discretion. Such waiver or its denial is not grievable.

5. In order to be eligible for said payment, the unused sick leave days of a retiring employee (defined in 6. below) shall be at least 60% of the available accumulated sick leave days (defined in 7. below) as modified in 8. and 9. below.
6. "Unused sick leave days" is defined to a maximum of 180 sick leave days available to the employee at the time of retirement including converted unused personal leave day.
7. "Available accumulated sick leave days" is defined to mean all sick leave days credited upon initial employment and those credited to the employee annually under the terms of Article XI, a., b. and c. Those unused personal leave days which have been converted to accumulated sick leave days do not constitute "available" accumulated sick leave days, but are included under "unused sick leave days" under 6. above.
8. Employee absences of ten (10) consecutive days or more which have been certified by a physician at the time of the absence will be credited toward the total 60% but such days will not be compensated under 9. below.
9. The eligibility of all employees hired on or after February 7, 1984 will be calculated from the date of employment.
10. An employee who meets the terms of the above provisions shall be paid for a maximum of 180 days of unused sick leave at the rate of forty five (45) dollars per day (\$45.00).
11. Upon the death of an employee who has, at the time of death, met the terms of E.5 above, the Board shall make the payment under E.10 above to a designated beneficiary or to no more than two (2) designated beneficiaries in equal payments. A form shall be devised by the Board for the purpose of beneficiary designation.

ARTICLE XII
EMERGENCY/PERSONAL HARDSHIP DAYS

The Board shall provide three (3) non-accruing days per year to permit staff to attend to matters of real urgency as may relate to:

- a. Serious illness in the immediate family;
- b. Major business transactions that cannot be conducted other than during school hours;
- c. Religious days;
- d. Personal business day;
- e. One day under the above may be taken without reason.

Requests stating reason(s) and approval for use of these days must process through and be approved by the Superintendent of Schools.

Death in the immediate family may be utilized under this category as an extension of Article XIII where more than one death occurs in that category within a contract year.

Effective July 1, 1984, unused personal leave days of an employee beginning with personal leave days earned in the 1984-85 work year shall be converted each July 1st to sick leave days at the rate of one (1) sick leave day for every two (2) unused personal leave days in any work year. No partial sick leave credit may be earned. Thereafter, these days are available for employee use under the terms of Article XI, b. and d. and applicable statutes and regulations.

ARTICLE XIII FUNERAL DAYS

The Board of Education shall provide for three (3) non-accruing days per year for attendant services as a result of death in the immediate family (spouse, child, parent, parents-in-law, grandparents).

ARTICLE XIV MILITARY LEAVE

The Board supports the patriotism displayed by staff serving in active reserve status of the military services. Therefore, employees assigned to participate in training exercises of official branches of the armed services shall receive full compensation during their absence from the district for a period not to exceed two (2) weeks per contract year of employment.

A certified copy of the order for active duty must accompany each request. It is expected that employees will advise their supervisor well in advance of their departure in order that the district may schedule to its requirements. N.J.S.A. 38:23-1.

ARTICLE XV COFFEE BREAK

Fifteen (15) minutes per each half shift generally at mid point, but as scheduled by supervisor.

ARTICLE XVI TUITION REIMBURSEMENT

The Board will pay the tuition and cost of course texts/materials which could enhance an employee's performance provided:

- a. The course is approved by the Food Service Supervisor;
- b. The course is taken at Pinelands Regional High School.

ARTICLE XVII
UNIFORMS AND SHOES

The Board shall provide to each employee five (5) uniforms to be worn by the employee solely during paid work hours. Uniform replacement will occur on an as needed basis, but with the stipulation that no more than five (5) uniforms per employee will be provided in any school year.

The Board will reimburse each employee a maximum of \$80.00 for two pairs of shoes to be worn by the employee solely during paid work hours. The shoes shall be purchased by the employee and the employee shall provide a sales slip indicating the date of purchase, complete description of the shoe and the price paid. Each employee should purchase a quality work shoe that will afford proper protection.

ARTICLE XVIII
DURATION OF AGREEMENT

"This Agreement shall be effective as of July 1, 1996 and shall continue in effect through June 30, 1998. This Agreement shall not be extended orally, and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

The Board representatives and the recognized employee representatives, as selected by their respective organizations, shall enter into collective negotiations concerning a successor Agreement to this one not later than November 1, 1997. Such negotiations shall begin with the complete proposals of employee representatives submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practical prior to November 1, 1997.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon."

PINELANDS REGIONAL FOOD SERVICE ASSOCIATION

By: *Antonia Holmann*
President

By: *Denise D. Pavia*
Secretary

PINELANDS REGIONAL SCHOOL DISTRICT

By: *F. J. Di Iorio*
President

By: *Michelle Lewis*
Secretary