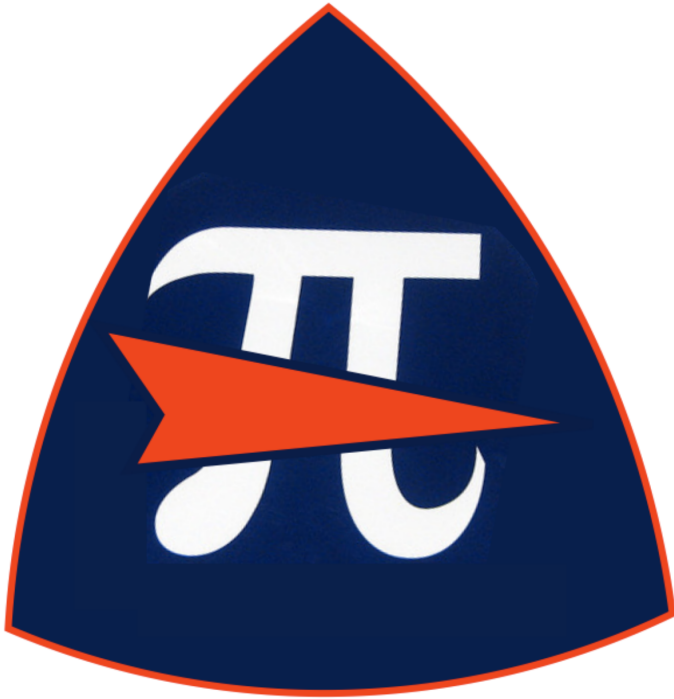


Cook Managers and Food
Service Workers



4000 Members Strong

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Preamble

This agreement has been entered into by and between the Board of Education of the City of Elizabeth, New Jersey, hereinafter called the “Board,” and the Elizabeth Education Association (Elizabeth Cook Managers and Food Service Workers Unit), hereinafter called the “Association.”

At the expiration of this written agreement, the parties agree to bargain for a successor agreement using the current agreement as the basis for the commencement of negotiations.

Article I: Recognition

- I. Pursuant to the provision of the New Jersey Employer-Employee Act, N.J.S.A. 34:13A-5, I et seq., the Board hereby recognizes the Association, as the majority representative and as exclusive and sole representative for collective negotiations concerning term and conditions of employment for all cafeteria personnel, including:
 - A. Assistant Cook Manager, six (6) hours
 - B. Cook Managers
 - C. Cook Manager II
 - D. Food Service Workers, two (2) hours
 - E. Food Service Workers, three (3) hours
 - F. Food Service Workers, three and one-half (3½) hours
 - G. Food Service Workers, six (6) hours

Article II: Negotiations Procedure

- I. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
 - A. Such negotiations shall begin no later than November 1 of the calendar year preceding the year in which this Agreement expires.
- II. This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.
- III. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- IV. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been the subject of negotiations.
- V. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article III: Grievance and Arbitrations

I. Definition

- A. A “grievance” shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or an administrative decision, except that the term “grievance” shall not apply to:
 - 1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - 2. A complaint of a non-tenured employee which arises by reason of his/her not being reemployed; or
 - 3. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- B. A grievance, to be considered under this procedure, must be initiated by either an employee, employees, or the Association within twenty (20) workdays from the

time when the grievant knew, or should have known, of its occurrence.

II. Procedure

- A. The grievant shall file a written grievance with his/her immediate supervisor or respective Director, either Food and Nutrition Services or Transportation. The written grievance must specify the following:
 - 1. the date the grievance occurred;
 - 2. the nature of the grievance, including the Board Policy, administrative decision, and/or Article(s) and section(s) of this Agreement giving rise to the grievance;
 - 3. the nature and extent of any claimed injury, loss or inconvenience.
- B. The immediate supervisor or respective director shall provide the grievant with a written answer to the grievance within five (5) workdays from the date the written grievance was received.
- C. The employee grievant, no later than five (5) workdays after receipt of the decision from the immediate supervisor or respective director, may appeal the decision to the Chief of Operations. The

appeal to the Chief of Operations must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the other immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.

- D. The Chief of Operations shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days from receipt of the appeal. The Chief of Operations shall communicate his/her decision in writing to the employee grievant, to the Association and to the immediate supervisor.
- E. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than ten (10) work days after receipt of the Chief of Operations decision, may request a review by the Superintendent of Schools. The request shall be in writing and shall attach the grievance, the answers thereto and a statement setting forth the reason(s) why the grievant is dissatisfied with the answer of the Chief of Operations. Within five (5) work days after receipt of the request for review, the Superintendent of Schools shall discuss the grievance with the employee grievant together with the

Association President (or designee) and a written decision shall be given to all interested parties within five (5) work days from the date of the meeting.

- F. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) workdays of receipt of the Superintendent's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- G. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
 - 1. The parties may mutually agree in writing to extend or contract any time limitations set forth in this Article.
- H. It is understood that an employee grievant shall, during and notwithstanding the

pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

- I. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Superintendent of Schools decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

III. Arbitration

- A. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Superintendent, within twenty (20) workdays from the date of receipt of the Superintendent's decision, if not timely received, within twenty (20) workdays from the date it should have been received. The arbitration shall be conducted under the rules and regulations of PERC then in effect.

- B. The Board and the Association shall agree upon an arbitrator for the purpose of holding scheduled arbitral hearings during the months of November, February and May. Grievances to be heard shall be mutually agreed to by the authorized representatives of the Board and the Association. Hearings shall be timely canceled in the absence of any agreement as to grievances. Grievances not heard via this provision shall be subject to the procedures of Article III of this agreement.
1. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and the Association.
 2. The arbitrator can add nothing to, or subtract anything from the agreement between the parties or any policy of the Board.
 3. The recommendations of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement wherein the arbitrator's decision shall be final and binding on both parties.

C. Rights of an Employee to Representation

1. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at any previous level, be notified that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her grievance.

D. Costs

1. Each party will bear their own costs incurred in the grievance/arbitration procedure.
2. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

E. Class Grievance

1. If, in the judgment of the Association, a grievance affects a group or class of employees, which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Superintendent's level of the grievance procedure set forth in this Article. The Association may process such grievances through all levels of the grievance procedure.

Article IV: Employee Rights and Privileges

- I. Pursuant to "The New Jersey Employer-Employee Relations Act," the Board and the Association hereby agree that every employee in the unit shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity.
- II. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- III. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. This paragraph shall not apply to employees serving a probationary period as set forth in Article XII.
- IV. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any disciplinary matter in which the employee is charged, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a

representative of the Association present for advice and representation during such meeting or interview.

- V. Personnel files shall only be available to the employee whose file it is, under current Board policy and practice, and to administrators with school business which requires review of the employee's file. Each file shall contain a log indicating the name of the person reviewing the file and the date in which it was reviewed.
- VI. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided that such pins or other identification are reasonable in size and not disruptive to the workplace.
- VII. Compensation Claims
 - 1. In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such job injury.
 - 2. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.
 - 3. Any employee who has returned to his/her regular duties after such a compensable injury, who is required by the workman's

compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours, shall receive his/her regular hourly rate of pay for such time.

Article V: Association Rights and Privileges

- I. Association Business
 - A. The President of the Association shall have a full release schedule. In the event the Vice-President of the Association is not a high school teacher, the President of the Association and the Superintendent of Schools shall jointly develop the respective work schedule of such employees to provide comparable released time as provided in the foregoing provisions of the teachers' contract.
 - B. The Association President shall request of the Superintendent paid time for Association leaders and representatives for the purpose of conducting business of the Association and its affiliate organizations. The district may limit to thirty (30) the number of employees released at any one time for the purpose of legislative lobbying outside the district. The approval for these requests shall be within the

discretion of the Superintendent or his/her designee.

- C. One (1) member of the Association executive committee designated by the Association President shall have a half-time schedule for the purpose of conducting Association business.
 - D. Employees who need to attend any personal and/or Association related litigation activities, including litigation related conferences and court appearances shall be required to use personal time, vacation time or leave without pay.
- II. The Association shall have the right to reasonable use of the school mailboxes. A copy of any open material placed in the mailboxes shall be filed in the Superintendent's office at the time of distribution. No approval shall be required.
 - III. The Association may use district facilities with the approval of the Business Administrator/Board Secretary and the Facilities Manager subject to availability and relevant Board policies.
 - IV. When the Board receives a subpoena requesting a copy of an employee's personnel file, the Association President shall receive a copy of the subpoena prior to the release of the employee's file.
 - V. Workplace Democracy Enhancement Act
 - A. Pursuant to the Workplace Democracy

Enhancement Act, P.L. 2018, c. 15, the Association shall have access to members of the Association and potential members of the Association as follows:

1. The Board shall provide to the Association access to all members and potential members of the negotiations units. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:
 - a. The Association shall have the right to meet with individual employees on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
 - b. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district

buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.

- c. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. Meeting duration time is up to one hundred and twenty (120) minutes, in no cases less than thirty (30) minutes, with final

duration of time needed to be determined by the Association.

- d. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.
- e. Every one hundred and twenty (120) calendar days thereafter, the board shall provide the Association, in an Excel file or similar

delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the board.

- f. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.) The board shall not disclose

employee information,
except as outlined in (d)
and (e) above.

- g. The Association shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Such communications shall be considered confidential.

Article VI: Sick Leave

- I. All bargaining unit employees shall be entitled to sick leave days to the extent and in the manner following:
 - A. Absence which may be allowed without loss of salary
 - B. All employees shall be entitled to twelve (12) days annual sick leave per year.

- C. All twelve (12) days may be accumulated for future years. Full salary shall be paid such accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians.
- D. Physical examinations of the employee may be required subject to the prescriptions of N.J.S.A. 18A: 16-2.

II. Absence Procedure

- A. All absentees shall sign statements giving the causes and dates of absences. Absences and tardies shall be subject to the procedures set forth in Board Regulation 4151/4251.
- B. Employees who have been out sick for three (3) or more consecutive days are required to present a medical certificate as to the nature of the illness and that they are physically able to return to their duties.
- C. Employees who have been out sick only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator shall determine the validity of such absence by their standards.

III. No employee will be paid at the beginning of any school year until the employee has reported for

duty, except any person steadily employed in the previous school year by the Board.

Article VII: Emergencies, Bereavement, Personal Days, and Jury Duty

- I. Non-cumulative emergency leaves of absence.
 - A. Non-cumulative emergency leaves of absence for all employees shall be allowed for a maximum of not more than five (5) days in any one year with pay in the event of an emergency.
 - B. An emergency is understood to be:
 - 1. Death of a near relative or close associate: one (1) day
 - 2. Quarantine ordered by the Board of Health
 - 3. Serious illness of an employee's family member, which requires personal attention of the employee, shall not receive more than one (1) school day per year.
 - a. This time shall convert to an accumulated sick day if unused.
- II. Bereavement Leave
 - A. To be entitled to such leave, the death must occur within the employee's regular work year and the leave shall commence

on the next regularly scheduled work day following the date of death.

1. Exceptions to this rule are the Christmas/Easter recess. During these periods, these days shall count towards the allowed bereavement day to be taken during the work year in which the death occurred.
 2. When exigent circumstances exist, a written request must be submitted to the Superintendent of Schools for review and approval.
 3. Upon Superintendent approval, a letter will be issued to the employee granting their request.
- B. Five (5) days of leave will be permitted for each death in the immediate family of an employee.
1. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, and step-children.
- C. Three (3) days of leave shall be granted in the case of the death of grandparent or grandparent-in-law.

- D. Death of a near relative or close associate shall receive one (1) funeral day.

III. Personal business

- A. Personal business days shall not exceed two (2) days per year.
- B. Personal business days are days that require the employee's absence for personal, legal, or family business which cannot be accomplished on other than school hours.
- C. Employees planning to be absent under this clause shall notify the principal two weeks in advance; payment for absence classified as 'personal business' shall be subject to review and approved by the Superintendent of Schools or the Secretary-School Business Administrator, whichever one is in charge; such approval shall not be unreasonably denied.
- D. The request for personal business leave shall include the reason that the day is needed.
 - 1. In the event of an emergency, which does not permit advanced notice, the employee shall give notice of his/her absence in accordance with the district procedure and shall give the reason for his/her absence upon his return

to the district.

- E. Any unused personal business days shall be accumulated as additional sick days.

IV. Jury Duty

- A. An employee who is called to Jury Duty shall immediately notify the Employer.
- B. An employee who is excused from Jury Duty service on any day shall report for work on such day.
- C. An employee shall not be required to report back to work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
- D. The Employer agrees to pay the employee an amount, in addition to Jury Duty Service Fees, sufficient to guarantee no loss in wages on account of such absence from work.

Article VIII: Extended Leaves of Absence

- I. No employee shall be granted a leave of absence until the employee has served three (3) calendar years from the date of annual employment.
- II. Maternity Leave/Bonding Time
 - A. The Board shall grant leave for maternity/bonding time to an employee.
 - 1. The Board shall require a request for maternity leave to be submitted in writing a minimum of sixty (60)

calendar days prior the anticipated due date or the date the leave is to commence.

2. The Board shall grant leave for pregnancy/bonding time to any employee wishing to return within a school year in which her leave commences. The child care portion of the leave shall be unpaid.
 3. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.
 4. An employee may return at the beginning of any of the two (2) school years following the year in which leave commences.
- B. The Board shall not bar any employee from returning to work after the birth of her child solely on the grounds of a prescribed lapse of time between birth and the desired return date.

- C. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.
 - D. Similar leaves of absence shall be granted to any employee at the inception of child custody or at the time of adoption.
- III. Good Cause
 - A. Other leaves of absence without pay may be granted by the Board for good reason.
- IV. Benefits
 - A. All contractual benefits to which an employee was entitled at the commencement of a leave of absence under this Article shall be restored upon return to employment. The employee shall be assigned to the same title which she/he held at the commencement of the leave, if available; or if not, to a substantially equivalent title.
- V. Extensions And Renewals
 - A. All extensions or renewals of leaves of absences shall be applied for and granted in writing.

Article IX: Salary

- I. Salaries for all employees shall be paid in accordance with the attached salary guide.
- II. Whenever a general cafeteria worker is temporarily assigned as the assistant cook or cook-manager for a full day, such employee shall receive the following additional hourly compensation:

Year	Amount
2022-2023	\$1.48
2023-2024	\$1.53
2024-2025	\$1.59

- III. Whenever an assistant cook is temporarily assigned as the cook-manager for a full day, such employee shall receive the following additional hourly compensation:

Year	Amount
2022-2023	\$1.48
2023-2024	\$1.53
2024-2025	\$1.59

- IV. Cook Managers assigned to prepare for special functions during the regular workday shall be compensated one (1) hour's pay for each day of the assigned function.
- V. Schools with fewer than six-hundred (600) students and all schools providing per-plate lunches shall receive a Cook Manager II.

- VI. Cook Managers hired prior to January 1, 1998 shall not be placed on the Cook Manager II guide even if their schools have fewer than six-hundred (600) students.
- VII. Food Service Workers who are required to work more than regular shift hours, but not more than eight (8) hours in one day, shall be compensated for such work at their regular hourly rate of pay.
- VIII. Food Service Workers who are required to work more than eight (8) hours in one day shall be paid time and one-half (1½) for all hours worked in excess of the eight (8) hour day.
- IX. Whenever a Food Service Worker vacancy occurs, which the Board intends to fill, or an opening in a new cafeteria worker position occurs, the Board shall post the position in accordance with the following:
 - A. Notice of such vacancy shall be posted and a copy of the posting shall be sent to the Association President at least five (5) working days prior to the final date for submission of applications set forth in the notice.
 - B. In filling such positions seniority shall prevail among equally qualified candidates in accordance with Article XII (III) A.
- X. The practice of the parties shall be utilized in determining promotional increases of cafeteria workers.

- XI. Food Service Workers shall be employed on a ten (10) month basis and shall be paid in twenty (20) equal semi-monthly payments. Those workers employed on an eleven (11) month basis shall be paid in twenty two (22) equal semi-monthly payments.
- XII. Eleven (11) month employees who are paid over twenty-four (24) salary pay periods and work less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number of days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.
- XIII. Such employees shall be given the school holidays and inclement weather days without deduction in salary.
- XIV. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the previous working day.
- XV. Employees shall receive their final paychecks on the last working day in June or July, whichever is appropriate to their schedules.
- XVI. ESP Career Academy
 - A. A committee composed of members appointed by the Association President

and the Superintendent shall meet to make recommendations to the Board for the purpose of establishing a system whereby ESP employees would be compensated for successfully completing Career Development Programs, Seminars and Workshops and College Credits through the NJEA ESP Career Academy.

- XVII. The Board shall make a summer payment plan available.
- XVIII. In accordance with P.L. 2013, C.28, direct deposit will be required for all employees' compensation.
 - A. Employee access to individual payroll information will be provided through the district payroll portal.
- XIX. Employees reaching their 15, 20, 25, 30, or 35 year of Elizbeth experience as of June 30 of each contract year shall receive an additional adjustment of up to the dollar amount shown in the longevity scale in this clause per adjustment per employee. This additional adjustment shall be incorporated in base salary. Employees who work six and one-half (6½) hours per day or more shall receive the entire monetary adjustment. Employees working fewer than six and one-half (6½) hours per duty shall receive a prorated adjustment.
 - A. Longevity adjustments shall be paid only at the beginning of the school year

following the year immediately prior to payment in which the employee accrues the necessary years of service. There shall be no mid-year longevity adjustments.

Years of Service	Longevity Adjustment
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

- B. Years of service shall be appointed in the same manner as used for movement on the salary guide.

**Article X: Insurance Protection Employees Working
20 Hours or More per Week**

- I. Employees working 20 hours or more per week and their dependents shall be covered with health care insurance provided by the School Employers Health Benefits Plan.
 - A. The employer agrees to pay the full premium cost of these benefits.
 - B. The employer reserves the right to change the insurance carrier provided the benefits are equal to or better than the benefits provided by the School Employees Health Benefits Plan.
 - C. Health Insurance waiver of \$2,000 annually per P.L. 2010 chapter 2.

- II. For those employees not covered by the insurance provisions of the New Jersey Public Employees Retirement System or the Teacher Pension and Annuity Fund, the Board will make all attempts to have them covered within a reasonable time after their application is received for such plan.
- III. For those employees who cannot be covered under the above plans, the Board agrees that they will provide life insurance of \$1,000.00.
- IV. Employees working twenty (20) hours or more per week and their dependents shall be covered with a prescription plan, which shall be the program provided under the Agreement between the Board and the Association covering the Teachers/Secretarial bargaining unit. The Board agrees to pay the premium cost of the plan. The employee shall be responsible for the following copayment:
 - A. Generic Drugs: \$3.00
 - B. Non-Generic Drugs: \$6.00
 - C. Mandatory Mail Order: \$0.00 (21 or more days supply)
 - D. An employee and his/her dependents must use mail order for a prescription supply of twenty one (21) days or more. There shall be no prescription premium cap.
- V. Employees working twenty (20) hours or more per week and their dependents shall be covered by dental insurance. This coverage shall be limited to

those employees who have at least one (1) year or more of continuous service in the district. The employer shall pay the premium cost of the dental plan, and there shall be no premium cap. The following deductibles shall apply:

A. Single: \$30.00

B. Family: \$90.00

- VI. The annual dental maximum coverage shall be four thousand dollars (\$4,000.00).
- VII. The Board shall provide for each employee working an average of at least 20 or more hours per week a Family Vision Care Plan fully paid for by the Board.
- VIII. Service frequency shall be:
 - A. Examination: twelve (12) months
 - B. Lenses: twenty four (24) months
 - C. Frames: twenty four (24) months
 - D. Co-pay amounts shall be ten dollars (\$10.00) for the examination and ten dollars (\$10.00) for materials.
- IX. Employees shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020 Chapter 44 as applicable towards the payment of health and prescription premiums.

Article XI: Membership Dues

- I. The Board agrees to deduct from the salaries of the employees in the Bargaining Unit dues for the Association, the New Jersey Education Association,

the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct.

- A. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.
- II. The Board agrees that it will deduct the Association membership dues from the pay for each employee and transmit the same with a list of such employees to the Association.
 - A. The Board will deduct the representation fee in equal installments, as nearly as possible.
- III. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board.
 - A. The Board shall remit to the Association, on a quarter annual basis, all dues monies collected.
- IV. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) calendar days prior to the effective date of such change.

- V. The Board agrees only to deduct from the salaries of its employees covered by this Agreement dues which said Employees individually, voluntarily, and in writing authorizes the Board to deduct.
 - A. Such deductions shall be made in compliance with applicable federal and state law. The written authorization shall be delivered on or before the close of the calendar year.
- VI. The employer shall remit the amount deducted to the Association monthly, on or before the fifteenth (15) of the month following the month in which such deductions were made.
- VII. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.
- VIII. The Association shall establish, and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times.
 - A. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

- IX. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The Board shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.
- X. The Board agrees to make available, for salaried employees, salary deductions for a tax sheltered annuity plan and the Union County Teachers Federal Credit Union.

Article XII: Seniority

- I. Seniority is defined as an employee's length of service in the job category, beginning with his or her date of permanent hiring or permanent appointment to that job category.
- II. Job categories shall include cook managers, assistant cook managers, and food service workers.
- III. If a question arises concerning two (2) or more employees hired on the same date, the following procedure will apply:

- A. If the employees were hired prior to the effective date of this contract, seniority preference shall be determined by the order in which such employees are shown upon the Board's payroll voucher, first name, first preference, etc.
- IV. In the event of reduction in force or layoff, employees with lower seniority in promotional categories (cook managers, assistant cook managers, and food service workers) who have had prior service in lower ranking categories shall be permitted to bump back to a former position and to include all service in the higher category in calculating seniority in the former position.
- V. In all cases of promotion, demotion, layoff, recall and other situations where substantial advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved after a reasonable training period.
- VI. The probationary period for newly hired or promoted employees shall be thirty (30) working days. The Board shall have the right to extend the probationary period for an additional thirty (30) working days upon written notice to the employee and the Association. If the employee fails to successfully meet the requirements of the promotional position within the probationary

period, the employee shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification.

VII. Substitute Food Service Workers

- A. Vacant positions shall not be filled on a long term basis with substitutes.
- B. A substitute is an individual hired on a daily basis to serve in the place of a regularly employed worker who is absent.
- C. Substitute Food Service Workers shall be given preference over all other candidates when applying to become a regularly employed worker except as provided in Article XII of this Agreement, provided the employee is qualified to perform the work.
- D. Food Service Workers regularly and continuously employed as substitutes in vacant positions, from which no other regularly employed worker is absent or on a Board approved leave of absence, shall be permanently appointed to the position.
 - 1. They shall be deemed to have satisfied the probationary period requirement.
 - 2. Their prior employment service as food service and cafeteria workers shall be recognized for purposes of

placement on the appropriate salary guide.

VIII. Layoff and Recall

- A. The parties agree to establish a joint committee composed of equal representatives. The committee shall make its report by July 1, 2000 for implementation in year one (1). The committee shall review and establish a procedure of layoff and recall of bargaining unit members not covered by a statutory schedule for layoff and recall in the teachers', custodians' and cafeteria contracts. The parties agree that the seniority shall be the method utilized for such new provision, that an employee shall enjoy a maximum of five (5) years on a recall list, that if an individual is recalled to employment at the Board and declines an offer of reemployment, said individual shall be removed from a recall list, that a dispute on the application of the layoff/recall provision shall be subject to expedited arbitration before a mutually selected arbitrator, and the arbitrator shall not have the authority to award back pay but shall be limited in authority to ordering a different employee be recalled or placed on layoff.

Article XIII: Uniforms

- I. The Employer shall provide uniforms at no cost to the employee.
- II. The Board agrees to provide an annual shoe allowance for Cook Managers, Assistant Cook Managers, three (3), three and one half (3½), and six (6) hour Food Service workers. The annual shoe allowance shall be seventy-five (\$75.00).
- III. The shoe allowance shall be paid no later than October 31 of each school year.

Article XIV: Productivity Study Committee

- I. It is hereby agreed that a joint committee shall be established by the Board and the Association to study and make recommendations with regard to methods and means by which productivity may be substantially improved within the food service operation of the Board.
- II. Included within this concept shall be methods and means by which losses through spoilage and other means may be eliminated.

Article XV: Breaks And Lunch Periods

- I. Employees shall be entitled to breaks and/or lunch periods as scheduled by the Cafeteria Manager or Cook Manager subject to review by the Director of Food and Nutrition Services:

- A. Employees employed for fewer than five (5) hours are permitted a fifteen (15) minute break.
- B. Employees appointed for five (5) hours or more are allowed a ten (10) minute break in the a.m. and thirty (30) minutes for lunch as determined by the Cook Manager in accordance with the scheduling and needs of the school building.

Article XVI: Miscellaneous

- I. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- II. Reimbursement
 - A. The use of employees' cars on official District business shall be compensated in accordance with IRS regulations.
 - 1. Employee use of personal vehicles will be reimbursed at the actual mileage driven at the current NJOMB mileage rate.
 - 2. Reimbursement requests for actual mileage driven will be processed using the District's current mileage

reimbursement form.

Article XVII: Protection of Employees

- I. The Board shall provide legal assistance for any employee who is assaulted during the course of the performance of his/her lawful duties as an employee in the school district.
- II. The Board agrees that an employee shall be entitled to full salary for up to one (1) year with no deduction for sick leave or personal leave in the event of absence caused by an assault upon the employee while in the performance of his/her lawful functions on behalf of the Board. The extent and causation of such disability shall be verified by the Chief Medical Inspector of the Board.
- III. Absences due to injuries sustained by employees as the result of a student assault as well as all other work related absences, illnesses or injuries shall be governed by the provisions of N.J.S.A. 18A: 30-2.1.
- IV. Employees shall immediately report cases of assault suffered by them or by students to their principal or supervisor; a copy of such report shall be forwarded to the central administration office. The reporting requirements for all incidents of assault, violence and vandalism shall be consistent with the New Jersey administrative code. The district is required to prepare forms which are

completed by the employee and given to the principal. The principal is required to review the report for accuracy and notify the chief school administrator of the action taken as a result of the report.

Article XVIII: Work Day & Year

- I. Cook Managers:
 - A. Ten (10) months: Eight (8) hours daily and one hundred and eighty-three (183) days a school year.
 - B. Extended Year-eleven (11) months: Eight (8) hours daily and two hundred and one (201) days a school year.
- II. Cafeteria Workers:
 - A. Ten (10) months: Length of work day as expressed in the salary guides and one hundred and eighty-three (183) days a school year.
 - B. Extended year-eleven (11) months: length of workday as expressed in salary guides and two hundred and one (201) days a school year.
- III. Food Service Workers:
 - A. Ten (10) months: Length of work day as expressed in the salary guides and one hundred and eighty-three (183) days a school year.
- IV. In no event shall premium pay exceed ten (10)

days upon the Declaration of a Governmental/
District Emergency.

Article XIX: Duration of Agreement

This agreement shall be effective July 1, 2022, except as otherwise provided, and shall continue and remain in full force and effect from July 1, 2022 to and including June 30, 2025 when it shall expire. This agreement shall not be extended.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on this day of March 21, 2023.



Olga Hugelmeyer,
Superintendent of Schools



John Griffin,
Association President



Charlene Bathelus Dorgely,
Board Vice President



Leonardo Caramazan,
Association Vice President



Nicolas Nicoletta Jr., Association
Second Vice President