

AGREEMENT BETWEEN  
CAFETERIA WORKERS  
OF  
UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS  
AND  
THE BOARD OF EDUCATION  
OF THE  
VOCATIONAL SCHOOLS IN THE COUNTY OF UNION  
JULY 1, 2020 - JUNE 30, 2023

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## ARTICLE 1

### RECOGNITION

A. Unit

The Union County Vocational-Technical Schools Board of Education (hereinafter "Board") hereby recognizes the cafeteria workers at Union County Vocational-Technical Schools (hereinafter "Association") as exclusive and sole representative for collective negotiations concerning grievances and terms in condition of employment for all cafeteria workers.

B. Definition Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to female employees shall include male employees.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975 (NJ.S.A. 34:13A-1), as amended, the Board shall not effect any change in policy concerning terms and conditions of employment except those negotiated and contained herein.

B. No later than March 15th, 2023, the Board agrees to initiate negotiations with Associations over a successor Agreement in accordance with procedures set forth herein in good faith effort on both sides to reach continuing agreement on salaries and the other conditions of employment. By the same date, the Association agrees to present to the Boards its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Associations shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

D. Whenever members of bargaining unit are mutually scheduled by the parties hereto to during participate working hours in conference, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly execute by both parties.

F. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with Association before they are established.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than Association for the duration of this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions

##### 1. Grievance

A "grievance" is a claim in writing by the employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting and employee or a group of employees' terms and conditions of employment. The term "grievance" shall not include the following.

-Any matter for which a method of review is provided for or is cognizable by law or by and rule or regulations of the State Commissioner of Education or State Board of Education.

-Any matter for which a method of review of provided for or is cognizable by the Public Employment Relations Commissions.

-Matters which according to law are beyond the scope of Board authority.

-Any rule or regulation dealing with managerial prerogatives of the Union County Vocational-Technical Schools Board of Education or the State Commissioner of Education.

-A complaint of non-tenure employee which arise by reason of his not being re-employed. N.J.S.A. 18A:27-10 et. seq.

-A complaint by employees occasioned by appointment to or lack of appointment to, retention in or lack retention in, any position for which tenure is either not possible or not required.

-Any matter for which review by arbitration is prohibited by law.

##### 2. Aggrieved Person

An "aggrieved person" in the person or persons or the Association making the claim

##### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance as defined above. Both parties agree that these proceedings will be kept as informal and confidential as may be legal and appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days for making determinations indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days after the grievant would be expected to know of its occurrence. In the event that the fifteen (15) calendar day period runs past the close of the school year, then the time for filing of the grievance shall be based on two (2) business days for each school day until the fifteen (15) calendar days are reached.

2. Level One: Immediate Supervisor, Informal Level

An employee with a grievance shall first discuss with her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All discussions and proceedings shall also be on her own time. Excepted from the operation of the foregoing provisions are those instances in which any employee is requested by an authorized administrator to be present.

3. Level Two: Principal

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision had been rendered within five (5) school days after the presentation of the grievance, she may file the grievance in writing with the Association within three (3) school days. Within ten (10) school days in the grievance shall be referred to the Principal by the Association,

4. Level Three: Superintendent

If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision is reached within five (5) school days after the grievance was referred to the Principal, then within (10) calendar days after the grievance was presented to the Principal it shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within (15) school days of its presentation.

5. Level Four: Advisory Arbitration

- A. If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to arbitration as defined below; if the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) school days after receipt by the aggrieved person.
- B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a 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 a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission. The parties shall then be bound by rules and procedures of the New Jersey Public Employment Commission.
- C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings, or if oral hearing have been waived, then from the date the final statements and proof on the same issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and 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 terms of this Agreement. The decision of the arbitrator shall be submitted to the Board of Association and shall be advisory to the parties except that if the Board rejects two (2) arbitration decisions arising out of a grievance occurring in a single contract year, then all subsequent decisions arising during the same contract year shall be binding on both parties.
- D. In the event that arbitrability of grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5 (b) of this Article.
- E. The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stage of the grievance procedure by herself, legal counsel, or at her option, by a representative (s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its view all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration again any party in interest, and representative, and member of the Association, or any other participant in the grievance procedure by the reason such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth and decisions and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association.



3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

4. Forms

Forms for filing grievance, serving notices, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative theretofore in this Article.

## ARTICLE 4

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board hereby agrees that every employee shall have the rights set forth in Chapter 123 Public Laws 1974 (N.J.S.A.34:13A-1), as amended
- B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations contained in the New Jersey Administrative Code.
- C. No Employee shall be disciplined or dismissed without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to grievance producers herein set forth.
- D. Whenever any employee is required to appear before any administrator or supervisor, School Board, or any committee or members representative, or agent thereof concerning any matter, with the said administrator, supervisors, or Board knows or should have known could adversely affect the continuation of that employee in the position, employment, or the salary or any increment pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise them during such a meeting or interview. The Association representative will be on their own time.
- E. Every employee will be provided with a locker with a functioning lock to store coats, shoes and other personal belongings while working.
- F. All work areas, restrooms and locker rooms shall be kept in a clean and safe condition All employees will take reasonable steps to keep areas clean.
- G. The Association, in cooperation with the administration, shall plan workshops and training as are appropriate to enhance the effective and orderly operation of the cafeteria. Said training shall be developed through the Joint Advisory Committee as noted in Article XIV, Section I.
- H. In the event of privatization or subcontracting, the Board shall implement and abide by the following procedures:
  - 1. If the Board privatizes or subcontracts in whole or part its cafeteria operations, those unit members employed by the Board as of the date bids or quotations are solicited shall remain employees of the Board.
  - 2. The Board agrees those sixty (60) days prior to any formal Board action to consider subcontracting it shall discuss the matter fully with the Association and its representatives.
  - 3. If previously subcontracted work reverts to the district, the employees will be recalled by seniority.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board and Association agree to make available to each other in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory in all personnel in the unit and all changes that may arise, budgetary requirements and allocations, agenda and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, providing that such information is not a violation of the Right to Know Act.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided they are on their own time, and provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings. Approval shall be required of the Superintendent of Schools, which approval shall not be unreasonably withheld.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, copying machines, calculators, and all types' of audio-visual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and normal requisition shall be required.
- F. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes without the approval of the Superintendent of Schools or other members of the administration. The Association recognizes that the Board has no responsibility or liability for delivery or misdelivery of any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material, reflecting issues related to political campaigns or activities in connection therewith, or in connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.
- G. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees and to no other labor organization(s) representing any portion of the unit or potential member of the unit except as provided for under applicable law.

## ARTICLE 6

### BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to execute management and administrative control of the school system and its properties and facilities of its employees; to hire, assigns, promote, transfer, and retain employees covered by this Agreement within the School District, or for just cause to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons but not to the violation of the employees due process; to decide upon the means and methods of instruction and the duties, responsibilities and assignments of Association Members and other employees with respect thereto, and with respect to administrative and nonteaching activities, and the terms and conditions of employment; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; and to take whatever actions as may be necessary to accomplish the mission of the School District in any situation.

## ARTICLE 7

### WORK YEAR

- A. The work year of cafeteria workers shall be September 1 through June 30.
- B. Daily Work Hours
  - 1. Each employee shall have a duty-free uninterrupted lunch period of one-half (1/2) hour.
  - 2. Each employee working more than five and one-half (5 1/2) hours per day shall receive two (2) fifteen (15) minute coffee breaks per day, one (1) in the A.M. and one (1) in the P.M., in addition to duty-free lunch. Employees working five and one half (5 1/2) hours or less shall receive one (1) fifteen (15) minute break. Said break schedule may be posted but consideration shall be given to provide flexibility, so as to adjust to daily needs.
  - 3. Regular employees shall be scheduled for a minimum of five (5) hours per day.
- B. Work Year
  - 1. Employees shall be guaranteed one hundred eighty-five (185) work days per year, in addition to the holidays specified in Article 17. If employees are required to work more than one hundred eighty-five (185) work days per year they will be compensated at their regular hourly rate.
  - 2. In-service days are part of the cafeteria workers' scheduled calendar. They are required to attend the in-service day activity or work in the cafeteria, or a combination of the two, as directed by the School Business Administrator. If they are required to attend an in-service day that is not part of their calendar, they will be compensated for that day at their regular hourly rate.

## ARTICLE 8

### UNIFORMS

- A. Each cafeteria worker who is a regular employee shall be reimbursed up to Three Hundred Dollars (\$300.00) per year for each year of the contract, for the purchase of uniforms, work shoes, and work accessories.
- B. Reimbursement shall not be more than thirty (30) days after the submission of proper documentation.
- C. All employees shall be required to wear the appropriate uniform for all work-days other than those which employees are present to clean or do other related chores.

## ARTICLE 9

### OVERTIME

- A. Definition

Overtime is any time spent at regular duties or other assigned duties, consistent with this Agreement either before/after regular work hours, or day other than provided in the regular work year.

- B. The administration shall not be arbitrary and unreasonable in the assignment of overtime. Any assignment which requires a return to work after a break at the end of a normal work day will be automatically deemed to be overtime.
- C. All overtime will be rounded to the nearest quarter hour at the end of each pay period. This will be remunerated at the rate of one and a half (1 1/2) times the hourly salary.

## ARTICLE 10

### EMPLOYEE EVALUATION

#### A. Job Evaluation

A copy of any job or performance report of an employee completed by the administration will be given, within ten days of the evaluation, to the employee. No such report shall be placed in the employee's file or otherwise acted upon prior to the employee receiving and signing a copy of the report. Employees shall not be required to sign blank forms. Employees may make a notation on the report that a reply to the report has been filed. Such reply shall be attached to the performance report and become part of the employee's personnel record.

#### B. Personnel Records

##### 1. File

An employee shall have the right, upon reasonable notice, but not to exceed three (3) working days, to review the contents of his personnel file and to receive copies (one time only) at the Board's expense of any documents contained therein.

##### 2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material which shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

##### 3. No separate file

Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

##### 4. The administration shall have no authority to reveal the content of the employee's file to any outside inquiry except with the written consent of the employee, or as required by law.

- C. All new employees shall be placed on probation for a period of sixty (60) days from their date of hire. At the end of the sixty (60) day probationary period, said employee shall be evaluated and based upon that evaluation be:
1. Issued a contract retroactive to their first date of employment.
  2. Terminated from employment with the Board.
  3. Granted an additional (30) day probationary period.

## ARTICLE 11

### TYPES OF LEAVES

A. Sick Leave

1. All regular employees are entitled to ten (10) sick leave days each school year. However, it is understood that same are on a prorated basis, that is, if any employee works five (5) days a week, four (4) hours a day, she receives ten (10) four-hour, (4-hour) sick days and if an employee works three (3) days a week, Monday, Wednesday, Friday and is off sick on a Monday and Tuesday, she would be paid for Monday only. An illness or accident which causes an association member to be absent in excess of three (3) consecutive work days shall require documentation by a physician.
2. Compensation for Unused Sick Leave

Unused sick days may be accumulated for future need pursuant to New Jersey Statutes. Such accumulation shall be limited to 225 days except that any days in excess of 225 that an employee had as of June 30, 2002 shall be retained by that employee unless a reduction in the same occurs subsequent to the June 30, 2002 date. An employee with three (3) years and one (1) day of service in the district, upon retirement or termination of employment, with proper notification shall be paid an amount of money calculated at the rate of twenty-five dollars (\$25.00) per day for each day of accumulated sick leave. It is understood, however, that those employees working twenty-seven and one-half (27 1/2) hours per week or less shall receive Twelve Dollars (\$12.00) per day. Payment shall be made for the current contract year on the basis of Twenty Dollars (\$20.00) per day times the number of months worked and Ten Dollars (\$10.00) per day times the number of months remaining in the contract year.

B. Temporary Leave of Absence

Regular employees shall be entitled to the following temporary accumulative leaves of absence with full pay each school year.



1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for person leave shall be made at least three (3) days before taking such leave (except in the case of an emergency) and the applicant for such leave shall not be required to state the reason for taking it under this Section. No more than one person or five percent (5%) of the department can have a personal day at the same time. Full allotment of personal days may be taken at any time during the contract year, but may not be appended to any other holiday or recess period except on an emergency basis and approved by the Superintendent. Personal days not used will be added to the accumulated sick day entitlement for succeeding Years as per N.J.S.A. 18A-30 7. One personal day will be allowed in order to attend the graduation ceremony of a child or a spouse, regardless if it precedes or follows any holiday or vacation period. If for any reason a member of this Association is terminated or leaves her employment, the personal days shall be prorated as follows:

- 1 day from September 1 through November 30
- 1 day from December 1 through February 28/29
- 1 day from March 1 through June 30

The employee will reimburse the Board of Education from her final pay for any personal days that the employee has taken and is not entitled to as prorated above.

2. Bereavement

Up to five (5) school days at any one time in the event of death of an employee's spouse, registered domestic partner, civil union partner, child, parent, brother or sister and up to four (4) consecutive working days at any one tune in the event of the death of a mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchildren; and up to one (1) day in the event of the death of a grandparent-in-law, niece, or nephew. If any of the above are member of the employee's immediate household, then five (5) day provision will apply.

3. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard: an employee shall be paid her regular pay, less any pay which she received from the State or Federal Government.

4. Other Leaves

Other leaves of absence with pay may be granted by the Board of Education.

5. Jury Duty

There will be no loss of pay due to absences caused by compliance with a court subpoena or jury duty when compliance is mandatory and employee is not a party to the action and compliance must be carried out during school hours.

## ARTICLE 12

### EXTENDED LEAVES OF ABSENCE

#### A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said services and three (3) months after recovery of any wound or sickness at the time of discharge. A similar leave shall be granted to the employee whose spouse is so inducted or who enlists.

#### B. Maternity

##### 1. Natural Birth

The Board shall grant maternity leave without pay to qualified employees (see B.1.b. hereof) only upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and terminate on the date requested by the employee.
- b. Maternity leave shall not exceed twenty-four (24) months and shall apply to employees only providing the employee has not received a notice of termination of employment pursuant to applicable law and has worked for the Board for at least three (3) years and one(!) day.
- c. The employee shall deliver to the Board a notice in writing of the commencement date and termination date of the requested leave no less than sixty (60) days prior to the said commencement date.
- d. Both of the aforesaid dates shall be subject to change as a consequence of a bona fide emergency.
- e. Any employee granted maternity leave without pay according to the provisions of this Section may at her discretion elect to use all or any part of her accumulated sick leave during the disability period as certified by the attending physician of such absence and receive full pay and benefits for the same.

- f. Any employee granted maternity leave shall at her request be restored to the exact same position (providing the position has not been eliminated) vacated at the commencement of said leave.
- g. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return unless the employee cannot perform her job function.
- h. The Board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue employment.

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family (limited to spouse, children, and parents). Additional leave may be granted at the discretion of the Board.

D. Other Leaves

Other leaves of absence without pay may be granted by the Board at the Board's discretion.

E. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A. of this Article, an employee shall be considered as if she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level she would have achieved if she had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, and D of this Article

2. Benefits

All benefits to which an employee was entitled at the time her leave of absence commenced, including unused accumulated sick leave, provided she did not utilize same while on leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the same time said leave commenced, if available, or if not, to a substantially equivalent position.

- F. All leaves and extensions or renewals of leaves shall be applied for in writing, and if granted, shall be in writing.

## ARTICLE 13

### INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide full health, dental, and prescription plan insurance coverage for all full-time employees, and in cases where appropriate, for family plan insurance coverage during the contract period. All Employees shall pay the Tier 4 contributions for whichever plan they accept, keeping their old plan if they choose.

B. Pre-Tax Payments

The Board shall have in place an IRC Section 125 plan to insure any employee payments towards benefits will be on a pre-tax basis.

C. Insurance Carrier

The Board may substitute other insurance carriers so long as the insurance coverage and service provided are similar to or better than those now being provided.

D. Safety Glasses

The Board agrees to the annual reimbursement for safety glasses at a maximum of One Hundred and Ten Dollars (\$110.00) per employee.

## ARTICLE 14

### MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age, or marital status.

B. Board Policy

This Agreement constitutes Board policy for the term of Said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Separability

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, unless there is a substantial change in the meaning or effect of any other provision because of said invalidity.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail, receipt requested, at the following addresses:

1. If by Association, to the:

Board of Education  
1776 Raritan Road  
Scotch Plains, New Jersey 07076

2. If by the Board, to the:

Cafeteria Workers Association  
1776 Raritan Road  
Scotch Plains, New Jersey 07076

F. All regular employees may take credit and non-credit courses at Union County College and UCVTS tuition free. (Requirement: employment for one (1) year before this can be used by a dependent) Subject to tuition waiver agreement by Union County College and Board Policy.

G. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Association shall be responsible for distributing copies to all employees in the unit now employed and hereafter employed by the Board.

H. No employee shall be required to do work that is normally the responsibility of the custodial staff, exclusive of normal spillage and bone fide emergencies, All equipment used shall be clean and safe.

I. Joint Advisory Committee

A joint Cafeteria Worker's Association-Administration Advisory Committee, consisting of a Food Services Company Manager, the School Business Administrator, or her designee, and an Association officer shall meet monthly during each school year for the purpose of clarifying issues regarding roles and responsibilities among the contracted employees, the board employees and management.

J. Past Practice

Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect on the effective date of this Agreement as established by the administrative procedures, practices, rules and regulations enforced on said date, shall continue to be so applicable during the term of this Agreement.



## ARTICLE 15

### SALARIES

#### A. Salary Guide

The salary guide is attached hereto as Exhibit-A and made a part hereof.  
Salaries shall increase as follows:

2020 – 2021 - 2.85% of the salary base inclusive of increment.  
2021 – 2022 - 2.85% of the salary base inclusive of increment.  
2022 – 2023 - 2.85% of the salary base inclusive of increment.

In the 2020 – 2021 contract year only, each current member/employee will receive a one-time only salary increase to base pay in the amount of \$1.00 per hour.

#### B. Method of Payment

Employees shall be paid their salary in twenty (20) equal installments on the fifteenth (15th) and the last day of the month. If the 15th or last day falls on a day when schools are closed, the employees shall be paid that installment on the last day school is in session.

#### C. Salary Deductions

1. The Board agrees to deduct from the salaries of the Association members dues for the Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15 9e), and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association as of the 15th of each month following the monthly pay period in which deductions were made. It shall be the responsibility of the person so designated to disperse such monies to the appropriate Associations. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
2. The Board will not be responsible for any mistake(s) made in deducting or forwarding dues or representation fees to the Association, the Association agrees to hold harmless the Board for any improper deductions based upon information given to the Board by the Association.

## ARTICLE 16

### SENIORITY

- A. Seniority is defined as an employee's total length of service to the Board beginning with his/her date of permanent hiring.
- B. In the event of a seasonal layoff, if the Board determines that employees are not needed during a specific period, then layoffs will be on a rotating schedule.
- C. In all cases of promotion, demotion, non seasonal layoff, recall, shift assignment, building assignment and other situations where substantial advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference provided that employee has the ability to perform the work involved after a reasonable training period.
- D. No regular employee shall suffer loss of pay (when scheduled to work) due to emergency closing.
- E. The Board shall cause to be drawn up and posted in a conspicuous in each a seniority list of all cafeteria workers to detuning eligibility for overtime and any other benefit consistent with this article.
- F. An employee returning from a reduction in force shall be placed on the salary guide at the same level he/she was located when the reduction in force took place.

**ARTICLE 17**

**HOLIDAYS**

The Board shall provide fifteen (15) paid holidays which will be posted when calendars are approved by the Board of Education.

**ARTICLE 18**

**HIRING AND PERSONAL WORK**

A. Hiring

All members of the bargaining unit shall be given a contract or salary notification by May 15 of each contract year which specifies hourly rate(s), dates and terms of the appointment for tire succeeding year. All individual contracts shall be in compliance with the Master Agreement.

B. Personal Work

No employee shall be required to do work of a strictly personal nature for other employees.

## ARTICLE 19

### **REPRESENTATION CLAUSE**

#### A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following June 30), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

#### B. Procedure

##### 1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year.

##### 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after the receipt of the aforesaid- list by the Board; or
- b. Thirty (30) days after the employee begins her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. The Board will not be responsible for any mistake(s) made in deducting or forwarding dues or representation fees to the Association, the Association agrees to hold harmless the Board for any improper deductions based upon information given to the Board by the Association.

3. Termination

If an employee who is required to pay a representation fee terminates her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected; any deductions made more than ten (10) days after the Board receives said notice.

ARTICLE 20

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Should the execution of this Agreement exceed its commencement date of July 1, 2020, retroactive payment of salary and all other increases shall be made back to July 01, 2020

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by the respective Secretaries, and their Corporate seals to be placed hereon, all on the day and year first above written.

CAFETERIA WORKERS ASSOCIATION  
UNION COUNTY VOCATIONAL-  
TECHNICAL SCHOOL

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE  
COUNTY OF UNION

Date:

By: Ann Marie Dunich  
Ann Marie Dunich, President

By: Jean Perkins  
Jean Perkins, Board President

By: Hope Barkas  
Hope Barkas, Secretary

By: Janet Behrmann  
Janet Behrmann, Board Secretary

UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS

CAFETERIA ASSOCIATION

SALARY GUIDE

Employee	2020-2021 (2.85 %) and (\$1.00 per hour, first year only)	2021-2022 (2.85 %)	2022-2023 (2.85 %)
Hope Barkas	\$21.12	\$21.72	\$22.34
Ann Marie Dunich	\$23.50	\$24.17	\$24.86