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AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

CITY OF ELIZABETH

AND THE

ELIZABETH EDUCATION ASSOCIATION

JUL 3 1997

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CAFETERIA WORKERS & FOOD SERVICE WORKERS

JULY 1, 1996 THROUGH JUNE 30, 1999

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THIS AGREEMENT 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 Cafeteria Workers and Food Service Workers Unit), hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. Pursuant to the provision of the New Jersey Employer-Employee Relations Act, *N.J.S.A.34:13A-5.1 et seq.*, the Elizabeth Board of Education hereby recognizes the Elizabeth Education Association [Elizabeth Cafeteria Workers and Food Service Workers Unit], as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all cafeteria personnel, including Food Service Workers Two (2) Hours and Food Service Workers Three (3) Hours and Food Service Workers Three and one-half (3.5) Hours except the cafeteria manager.

B. Unless otherwise indicated, references in this Agreement to male employees shall include female employees and words used in the singular shall include words in the plural where the text so requires.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. Not later than November 1 of the calendar year preceding the year in which this Agreement expires, the Board and the Association agree to initiate negotiations over an Agreement in accordance with the procedures set forth herein in a good-faith effort to reach a successor agreement on salaries and other conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties after ratification.

D. During negotiations the Board and the Association may present relevant data, exchange points of view and make proposals and counterproposals.

E. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement unless the Association is legally removed as bargaining agent.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION:

1. 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:

(a) 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

(b) A complaint by any employee 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.

2. A grievance to be considered under this procedure must be initiated by the grievant [the employee(s) or the Association] within twenty (20) work days from the time when the grievant knew or should have known of its occurrence.

B. PROCEDURE:

1. (a) 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. 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 waiver of further appeal of the decision. The parties may mutually agree in writing to extend or contract any time limitation set forth in this Article.

(b) 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.

2. The grievant shall file a written grievance with his/her immediate supervisor or department head, as the case may be, within twenty (20) work days

(as defined in section A.2. of this Article). The written grievance must specify the following: (a) the date the grievance occurred; (b) 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; (c) the nature and extent of any claimed injury, loss or inconvenience. The immediate supervisor or department head, as the case may be, shall provide the grievant with a written answer to the grievance within five (5) work days from the date the written grievance was received.

3. The employee grievant, no later than five (5) work days after receipt of the decision of his/her immediate supervisor may appeal the decision to the Secretary-School Business Administrator. The appeal to the Secretary-School Business Administrator must be made in writing and shall set forth the reason (s) why the grievant is dissatisfied with the answer of the immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.

The Secretary-School Business Administrator 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 Secretary-School Business Administrator shall communicate his/her decision in writing to the employee grievant, to the Association and to the immediate supervisor.

4. 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 Secretary-School Business Administrator's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

5. 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 Secretary-School Business Administrator, within twenty (20) work days from the date of receipt of the Secretary-School Business Administrator's decision or, if not timely received, within twenty (20) work days 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 arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and Association. The arbitrator can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education. 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 by 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 Secretary-School Business Administrator, or at any later level, be notified by the Secretary-School Business Administrator 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.

C. 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 any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

D. CLASS GRIEVANCE:

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 Secretary-School Business Administrator's level of the grievance procedure set forth in this Article. The Association may process such grievance through all levels of the grievance procedure.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. 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 freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she 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.

C. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted 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 XI Section F.

D. 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.

E. 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.

F. 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 work place.

ARTICLE V

SICK LEAVE

All bargaining unit employees, shall be entitled to sick leave days to the extent and manner and in the following:

A. ABSENCE WHICH MAY ALLOWED WITHOUT LOSS OF SALARY

1. All employees shall be entitled to twelve (12) days annual sick leave per year.

2. All twelve (12) days 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.

Physical examinations of the employee may be required at any time during the illness or disability, or to determine the fitness and date for return to duty, by the chief medical inspector and/or staff physician of the Board of Education at the request of the Superintendent of Schools, or the Secretary-School Business Administrator, as the case may be. Payment of salary under the provisions of this clause shall be upon the recommendation of the Superintendent of Schools for educational employees, or the Secretary-School Business Administrator for business employees and approval by the Board of Education.

B. ABSENCE PROCEDURE

1. All absentees shall sign statements giving the causes and dates of absences. The signed statement shall be sent to the Secretary-School Business Administrator's office with the proper payroll report.

2. Cafeteria Workers who have been out ill for three (3) or more consecutive days or who have been out ill the day before or the day after a working holiday are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to work.

3. Food Service Workers who have been out ill for three (3) or more consecutive days are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to their duties. Food Service Workers who have been out ill 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 administration shall determine the validity of such absence by administration standards.

C. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed in the previous school year by the Elizabeth Board of Education.

ARTICLE VI

EMERGENCY LEAVES OF ABSENCE

A. CAFETERIA WORKERS — Non-Cumulative Emergency Leave of Absence

Non-cumulative emergency leaves of absence shall be allowed for a maximum of not more than five (5) days in any one year, except as covered in Section 1 of this Article, with pay in the event of an emergency. An emergency is understood to be:

1. Death in the immediate family - five (5) days of leave will be permitted for each death in the immediate family of an employee. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandchildren. Three (3) days of leave shall be granted in the case of the death of a grandparent or grandparent-in-law.

To be entitled to leave for death in the immediate family or otherwise, as set forth above, the death must occur within the employee's regular work year and the leave shall commence on the next paid day following the date of death.

2. Death of a near relative or close associate- one (1) day.

3. Quarantine ordered by the Board of Health.

4. Serious illness of a member of an employee's family which requires the personal attention of the employee - not more than one (1) school day per year.

5. Personal business days (not to exceed two (2) days) may be permitted per year. Employees planning to be absent under this clause shall notify the Food Service Department five (5) days in advance; payment for absence classified as "personal business" shall be subject to review and approved by the Director of Food Services or the Secretary-School Business Administrator whichever one is in charge. "Personal business" absences will not be allowed for either the last day prior to or the first day after a school holiday or holiday period. Any unused personal business days shall be accumulative as additional sick leave days.

6. In the event that all accumulated sick leave has been exhausted due to protracted illness, an employee may apply to the Board for additional paid sick leave consistent with the provisions of N.J.S.A. 18A: 30-6, which is incorporated herein by reference.

B. FOOD SERVICE WORKERS

Bereavement Leave

Five (5) days of leave will be permitted for each death in the immediate

family of an employee. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandchildren. Three (3) days of leave shall be granted in the case of the death of grandparent or grandparent-in-law. 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 paid day following the date of death.

C. PERSONAL DAY

Effective July 1, 1994, Food Service Workers may be permitted one (1) personal business day per year under the same conditions as set forth in Section A. (5) of this Article.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

[EXCEPT FOOD SERVICE WORKERS]

A. No employee shall be granted a leave of absence until the employee has served three (3) calendar years from the date of annual employment.

B. Any pregnant employee may apply for a leave of absence without pay subject to "A" above. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a mutually agreed upon specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

a. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

b. A request for maternity leave shall include statement from the physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of leave shall be arranged, if possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

2. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related causes. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

3. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1st of the school year in which the employee desires to return from said maternity leave, the employee shall indicate to the Board, in writing, that she intends to return to work the following September. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

4. Time spent on maternity leave shall not count toward fulfillment of time requirements for acquiring tenure, nor shall it count toward placement of the salary guide or for seniority or towards accrual of other leave.

5. No employee shall be removed from her duties during pregnancy, except upon the following:

a. The Board has found that her work performance has noticeably declined; and

b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee.

C. GOOD CAUSE

Other leaves of absence without pay may be granted by the Board for a good reason.

D. RETURN FROM LEAVE

1. SALARY

An employee shall not receive increment credit for time spent on a leave granted pursuant to this article.

2. BENEFITS

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 he/she held at the commencement of the leave, if available; or, if not, to a substantially equivalent title.

E. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves of absences shall be applied for and granted in writing.

ARTICLE VIII

SALARY

A. Salaries for all employees shall be paid in accordance with the attached salary guide.

B. 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:

Effective July 1, 1996.....	\$.73
Effective July 1, 1997.....	\$.76
Effective July 1, 1998.....	\$.79

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

Effective July 1, 1996.....	\$.73
Effective July 1, 1997.....	\$.76
Effective July 1, 1998.....	\$.79

C. Cafeteria workers who are required to work more than their 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. Cafeteria workers who are required to work more than eight (8) hours in one day shall be paid time and one-half (1-1/2) for any hours worked in excess of the eight (8) hour day.

D. Whenever a cafeteria 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:

1. 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.

2. In filling such positions seniority shall prevail among equally qualified candidates in accordance with Article XI (C).1

E. The practice of the parties shall be utilized in determining promotional increases of cafeteria workers.

F. Full-time cafeteria workers working four (4) hours or more daily shall be entitled to receive at the time of retirement additional compensation computed at the rate of \$10.00 per day for 50% of his or her unused accumulated sick leave at that time.

1. Cafeteria Workers and Food Service Workers shall be employed on a ten (10) month basis and shall be paid in twenty (20) equal semi-monthly payment.

2. Such employees shall be given the school holidays and inclement weather days without deduction of salary.

3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

4. Employees shall receive their final pay checks on the last working day in June.

H. FLEX TIME

Effective July 1, 1994, site based leadership teams duly elected pursuant to the Board policy of June, 1993 may recommend to the Superintendent that some employees start earlier and stay later than their regular work hours. No employee will be required to work more hours than constitutes their regular work day. All such recommendations shall include the necessary staffing assignments needed to implement the recommendations. It is understood that such staffing assignments are voluntary and that the Superintendent of Schools shall not unilaterally impose staff schedule changes outside the regular work day. If more than one employee volunteers, seniority shall prevail, provided all other criteria are equal. If approved by the Superintendent, the recommendation of the site based leadership team shall be implemented. Employees who participate on the Site Based Leadership Teams shall be paid the following hourly rates:

1996-1997	\$11.44
1997-1998	\$11.88
1998-1999	\$12.35

I The Board shall implement the Summer payment plan an direct deposit plan by July1,1996

J Effective the 1998-99 school year, employees who reach their 25th year of Elizabeth experience as of June 30th of each contract year shall receive an additional adjustment of up to \$1000.00 per adjustment per employee. this additional adjustment shall be incorporated in the base salary. Employees who work 6 1/2 hours per day or more shall receive the entire \$1000.00 adjustment. Employees working less than 6 1/2 hours per day shall receive a pro-rated adjustment.

ARTICLE IX

INSURANCE PROTECTION

[EMPLOYEES WORKING 20 HOURS OR MORE PER WEEK]

A. Employees working 20 hours or more per week and their dependents shall be covered with health care insurance provided by the New Jersey State Health Benefits Plan.

1. The Employer agrees to pay the full premium cost of these benefits.

2. The Employer reserves the right to change the insurance carrier provided the benefits are equal to the benefits provided by the New Jersey State Health Benefits Plan.

B. For those employee not covered by the insurance provisions of the New Jersey Public Employees Retirement System or the Teachers Pension and Annuity Fund, the Board will make all attempts to have them so covered within a reasonable time after their application is received for such plan.

C. For those employees who cannot be covered under the above plans, the Board agrees that they will provide life insurance of \$1,000.00.

D. Employees working 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 co-payment:

Generic Drugs	\$3.00
Non-Generic Drugs	\$6.00
Mail Order	\$0.00
(21 or more supply)	

An employee and his/her dependents may use mail order for a prescription supply of 21 days or more. There shall be no prescription premium cap.

E. Employees working 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. Effective July 1, 1994, the following deductibles shall apply:

Single \$30.00

Family \$90.00

ARTICLE X

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees Association dues for the said employees who individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with *N.J.S.A. 52:14-15.9e*, and under rules established by the State Department of Education.

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, 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 Section A. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Section, but once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

B. The Board of Education agrees to make available, for salaried employees, salary deductions for a tax sheltered annuity plan and the Union County Teachers Federal Credit Union.

ARTICLE XI

SENIORITY

[EXCEPT FOOD SERVICE WORKERS]

A. 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.

B. Job categories shall include general worker, assistant cook/manager, cook/manager.

C. If a question arises concerning two (2) or more employees hired on the same date, the following procedure will apply:

1. 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.

2. For employees hired on the same date subsequent to the effective date of this contract, preference shall be given in alphabetical order of the employee's last name.

D. In the event of reduction in force or layoff, employees with low seniority in promotional categories (assistant cook/manager and cook/manager) 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.

E. 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.

F. 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.

G. Substitute cafeteria workers shall be given preference over all other candidates when applying to become a general worker except as provided in Article XI of this Agreement, provided the employee is qualified to perform the work.

ARTICLE XII

UNIFORMS

[EXCEPT FOOD SERVICE WORKERS]

A. The Board agrees to provide a uniform allowance (inclusive of work shoes) of \$200.00 per year.

B. The Board reserves the right to inspect uniforms and work shoes and to require sales slips as proof of purchase.

C. The uniform allowance shall be paid not later than October 31st of each school year.

ARTICLE XIII

PRODUCTIVITY STUDY COMMITTEE

A. 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 Elizabeth Board of Education.

Included within this concept shall be methods and means by which losses through spoilage and other means may be eliminated.

ARTICLE XIV

BREAKS AND LUNCH PERIODS

[EXCEPT FOOD SERVICE WORKERS]

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:

1. Employees appointed for less than five (5) hours are permitted a fifteen (15) minute break.
2. 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 XV

MISCELLANEOUS

A. 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.

B. 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.

C. The current attendance policy of the Board of Education shall be applied to all employees.

ARTICLE XVI

AGENCY SHOP

A. If any employee does not become a member of the Association during any membership year which is covered in whole or part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Union to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

F. 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. 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.

G. 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, 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 concerning this provision. In any such 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.

ARTICLE XVII

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 1996 except as otherwise provided in this Agreement and shall continue and remain in full force and effect to and including June 30, 1999, when it shall expire. the Agreement shall not be extended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representative Presidents, attested by their respective Secretaries, and their corporate seals to be affixed hereto, all on this 10th day of October, 1996.

ELIZABETH BOARD OF EDUCATION ELIZABETH EDUCATION ASSOCIATION

/s/ Oneida Duran, PRESIDENT

/s/ Michael Scarpatto, PRESIDENT

Attest:

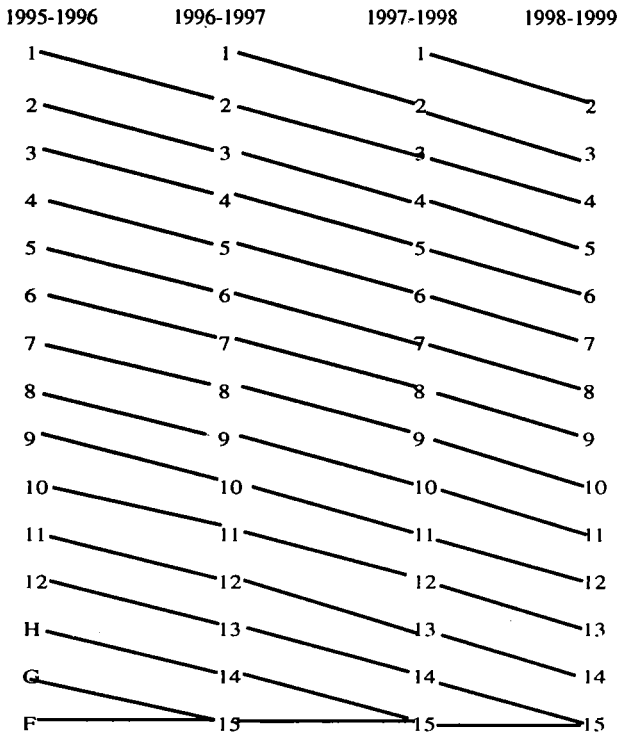
/s/ Linda G. King, SECRETARY

/s/ Terrie Kennedy, SECRETARY

ELIZABETH CAFETERIA WORKERS SALARY GUIDE MOVEMENT PATTERN

1995-1996	1996-1997	1997-1998	1998-1999
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
H	13	13	13
G	14	14	14
F	15	15	15
E	16	16	16
D	17	17	17
C	18	18	18
B	19	19	19

**ELIZABETH COOK MANAGERS
SALARY GUIDE MOVEMENT PATTERN**



ELIZABETH CAFETERIA WORKERS SALARY GUIDE FOR 1996-1997

<u>Step</u>	<u>WKR-4</u>	<u>WKR-5</u>	<u>WKR-6</u>	<u>ASM-6</u>	<u>ACM--8</u>	<u>CKMGR</u>
1	\$4,598	5,847	7,106	8,846	11,643	18,113
2	\$4,719	5,973	7,236	9,041	11,931	18,429
3	\$4,851	6,106	7,375	9,247	12,241	18,768
4	\$4,990	6,252	7,538	9,496	12,574	19,134
5	\$5,136	6,407	7,708	9,752	12,919	19,537
6	\$5,293	6,579	7,895	10,032	13,284	19,965
7	\$5,459	6,768	8,088	10,331	13,676	20,428
8	\$5,634	6,972	8,299	10,650	14,089	21,188
9	\$5,829	7,293	8,552	10,995	14,543	22,013
10	\$6,024	7,639	8,901	11,481	15,212	22,785
11	\$6,229	8,000	9,442	12,087	16,000	23,817
12	\$6,953	8,593	10,237	13,010	17,221	25,256
13	\$7,362	9,106	10,853	13,626	18,043	26,224
14	\$7,773	9,621	11,471	14,246	18,868	27,561
15	\$8,184	10,134	12,088	14,860	19,688	29,341
16	\$8,593	10,651	12,703	15,479	20,514	
17	\$9,828	12,189	14,552	17,324	22,975	
18	\$10,651	13,216	15,790	18,560	24,621	
19	\$11,332	13,779	16,458	20,371	25,535	

ELIZABETH CAFETERIA WORKERS SALARY GUIDE FOR 1997-1998

<u>Step</u>	<u>WKR-4</u>	<u>WKR-5</u>	<u>WKR-6</u>	<u>ASM-6</u>	<u>ACM--8</u>	<u>CKMGR</u>
1	\$4,973	6,222	7,481	9,221	12,018	18,488
2	\$5,094	6,348	7,611	9,416	12,306	18,804
3	\$5,226	6,481	7,750	9,622	12,616	19,143
4	\$5,365	6,627	7,913	9,871	12,949	19,509
5	\$5,511	6,782	8,083	10,127	13,294	19,912
6	\$5,668	6,954	8,270	10,407	13,659	20,340
7	\$5,834	7,143	8,463	10,706	14,051	20,803
8	\$6,009	7,347	8,674	11,025	14,464	21,563
9	\$6,204	7,668	8,927	11,370	14,918	22,388
10	\$6,399	8,014	9,276	11,856	15,587	23,160
11	\$6,604	8,375	9,817	12,462	16,375	24,087
12	\$7,328	8,968	10,612	13,385	17,596	25,631
13	\$7,737	9,481	11,228	14,001	18,418	26,599
14	\$8,148	9,996	11,846	14,621	19,243	27,936
15	\$8,559	10,509	12,463	15,235	20,063	29,716
16	\$8,968	11,026	13,078	15,854	20,889	
17	\$10,203	12,564	14,927	17,699	23,350	
18	\$11,026	13,591	16,165	18,935	24,996	
19	\$11,707	14,154	16,833	20,746	25,910	

ELIZABETH CAFETERIA WORKERS SALARY GUIDE FOR 1998-1999

<u>Step</u>	<u>WKR-4</u>	<u>WKR-5</u>	<u>WKR-6</u>	<u>ASM-6</u>	<u>ACM-8</u>	<u>CKMGR</u>
1	\$5,348	6,597	7,856	9,596	12,393	18,863
2	\$5,469	6,723	7,986	9,791	12,681	19,179
3	\$5,601	6,856	8,125	9,997	12,991	19,518
4	\$5,740	7,002	8,288	10,246	13,324	19,884
5	\$5,886	7,157	8,458	10,502	13,669	20,287
6	\$6,043	7,329	8,645	10,782	14,034	20,715
7	\$6,209	7,518	8,838	11,081	14,426	21,178
8	\$6,384	7,722	9,049	11,400	14,839	21,938
9	\$6,579	8,043	9,302	11,745	15,293	22,763
10	\$6,774	8,389	9,651	12,231	15,962	23,535
11	\$6,979	8,750	10,192	12,837	16,750	24,462
12	\$7,703	9,343	10,987	13,760	17,791	26,006
13	\$8,112	9,856	11,603	14,376	18,793	26,974
14	\$8,523	10,371	12,221	14,996	19,618	28,311
15	\$8,934	10,884	12,838	15,610	20,438	30,091
16	\$9,343	11,401	13,453	16,229	21,264	
17	\$10,578	12,939	15,302	18,074	23,725	
18	\$11,401	13,966	16,540	19,310	25,371	
19	\$12,082	14,529	17,208	21,121	26,285	

ELIZABETH FOOD SERVICE WORKERS SALARY GUIDE PATTERN

1995-1996	1996-1997	1997-1998	1998-1999
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
C	5	5	5
B	6	6	6
A	7	7	7

1995-1996	1996-1997	1997-1998	1998-1999
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12

**ELIZABETH FOOD SERVICE WORKERS
SALARY GUIDE FOR 1996-1997**

Step	FS-2	FS-3	FS-3.5	HFS--3	HFS-5
1	\$2,651	3,863	4,471	4,224	7,045
2	\$2,724	3,974	4,601	4,348	7,253
3	\$2,800	4,088	4,734	4,472	7,468
4	\$2,879	4,204	4,868	4,602	7,687
5	\$2,960	4,328	5,013	4,732	7,909
6	\$3,031	4,434	5,134	4,885	8,169
7	\$3,127	4,579	5,304	5,047	8,441
8				5,220	8,731
9				5,466	9,158
10				5,711	9,575
11				6,129	10,291
12				6550	11,007

ELIZABETH FOOD SERVICE WORKERS SALARY GUIDE FOR 1997-1998

<u>Step</u>	<u>FS-2</u>	<u>FS-3</u>	<u>FS-3.5</u>	<u>HFS--3</u>	<u>HFS-5</u>
1	\$2,876	4,088	4,696	4,449	7,270
2	\$2,949	4,199	4,826	4,573	7,478
3	\$3,025	4,313	4,959	4,697	7,693
4	\$3,104	4,429	5,093	4,827	7,912
5	\$3,185	4,553	5,238	4,957	8,134
6	\$3,256	4,659	5,359	5,110	8,394
7	\$3,352	4,804	5,529	5,272	8,666
8				5,445	8,956
9				5,691	9,383
10				5,936	9,800
11				6,354	10,516
12				6,775	11,232

ELIZABETH FOOD SERVICE WORKER'S SALARY GUIDE FOR 1998-1999

<u>Step</u>	<u>FS-2</u>	<u>FS-3</u>	<u>FS-3.5</u>	<u>HFS--3</u>	<u>HFS-5</u>
1	\$3,101	4,313	4,921	4,674	7,495
2	\$3,174	4,424	5,051	4,798	7,703
3	\$3,250	4,538	5,184	4,922	7,918
4	\$3,329	4,654	5,318	5,052	8,137
5	\$3,410	4,778	5,463	5,182	8,359
6	\$3,481	4,884	5,584	5,335	8,619
7	\$3,577	5,029	5,754	5,497	8,891
8				5,670	9,181
9				5,916	9,608
19				6,161	10,025
11				6,579	10,741
12				7,000	11,457