

**CONTRACT**

**Between**

**MARLBORO CAFETERIA AIDES ASSOCIATION**

**(M.C.A.A.)**

**and**

**MARLBORO TOWNSHIP BOARD OF  
EDUCATION**

**July 1, 2010 through June 30, 2013**

## CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	1
II	GRIEVANCE PROCEDURE	1
III	WORK WEEK & HOURS OF EMPLOYMENT	4
IV	PERSONAL LEAVE	5
V	EVALUATIONS	7
VI	SALARIES	7
VII	DEDUCTIONS FROM SALARY	8
VIII	PAYMENT FOR ACCUMULATED SICK DAYS	9
IX	DISCHARGE	9
X	MANAGEMENT RIGHTS	9
XI	COMPLETE AGREEMENT & WAIVER OF BARGAINING	10
XII	DURATION OF AGREEMENT	10
	SIGNATURES	10

## **PREAMBLE**

This Agreement, entered into the 15th day of June, 2010, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, Monmouth County, New Jersey, hereinafter called the "Board", and

MARLBORO CAFETERIA AIDES ASSOCIATION, c/o Defino Central Elementary School, Marlboro, New Jersey, hereinafter called "Employees";

## **WITNESSETH**

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 as amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to reduce to writing;

NOW, THEREFORE, the parties hereto do agree as follows:

## **ARTICLE I** **RECOGNITION**

The Board recognizes the M.C.A.A. as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular part-time cafeteria aides employed by the Marlboro Township Board of Education.

## **ARTICLE II** **GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his/her representative may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting terms and conditions of employment, except that the term "grievance" shall not apply to:
  - a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
  - b. Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.

- c. Any matter which according to law is beyond the scope of Board Authority.

B. **Principles**

1. A grievance to be considered under this procedure shall be presented by the grievant not later than fifteen (15) working days after the occurrence of the grievance, or within fifteen (15) days from the date on which the grievant should reasonably have known of its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
2. A grievant may present and process his/her grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his/her grievance personally or through an appropriate representative of his/her own choosing, he/she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or Administration against any participant because he/she utilizes the grievance procedure.
4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his/her grievance initially at the fourth step of the grievance procedure.

C. **Procedure**

1. STEP ONE:

The employee, with or without his/her association representative, shall take up the grievance or dispute with his/her immediate supervisor or his/her designated representative within fifteen (15) working days of its occurrence or within fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The immediate supervisor should respond to the grievance within three (3) working days of the grievance hearing.

2. STEP TWO:

If the employee is not satisfied with the first step answer, he/she may within five (5) days, present the grievance to the Superintendent of Schools or his/her designee, who shall promptly schedule a second step hearing. At this hearing, in addition to an association representative, the grievant may be represented by the association president. The

Superintendent of Schools or his/her designee shall render his/her decision within five (5) working days of the grievance hearing.

3. STEP THREE:

If the employee is not satisfied with the second step answer, he/she may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within twenty (20) working days of receipt of the grievance. At this step, the employee may be represented by an association representative and M.C.A.A. president. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

5. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board.

Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the M.C.A.A. shall mutually agree upon a longer time within which to assert such a demand.

- b. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- c. Within ten (10) working days after the M.C.A.A. shall have delivered the written request for arbitration, the Board and the M.C.A.A. 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 time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission.
- d. The arbitrator so selected shall confer with the representatives of the Board and the M.C.A.A. and shall hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) calendar days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.

- e. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. **Miscellaneous**

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the M.C.A.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. 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 heretofore referred to in this Article.
3. 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 personnel file of any of the participants.
4. Failure to process a grievance according to the timelines of this contract shall constitute an abandonment and waiver of said grievance.

<p><b><u>ARTICLE III</u></b> <b>WORK WEEK AND HOURS OF EMPLOYMENT</b></p>
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1. The calendar and hours of work shall be established by the Board. The work day for all elementary school cafeteria aides shall consist of two (2) hours and thirty (30) minutes. The work day for all middle school cafeteria aides shall consist of three (3) hours. The parties agree that the board of education has the right to change the length of the work day for cafeteria aides, but said day shall be no less than two (2) hours and (30) thirty minutes.
2. Aides shall be required to attend an orientation session with their immediate supervisor, if possible, prior to the beginning of each school year, without compensation. The session shall not exceed one (1) hour and thirty (30) minutes in length. In addition to their regular work hours, aides may be required to meet with their immediate supervisor a maximum of four (4) times each school year, before or after regular work hours, with no additional compensation. Each meeting shall not exceed thirty (30) minutes.
3. Aides shall be required to attend annually a maximum of two (2) inservice sessions. Each session shall normally not exceed two (2) hours and forty-five (45) minutes.
4. The normal work year for school aides shall be no less than one-hundred sixty-eight (168) days, inclusive of two (2) inservice days. In the event that aides are

required to work more than one-hundred sixty-eight (168) days, they shall be paid for these days.

The Board, however, reserves the right to modify the length of the work year for school aides in accordance with any changes in the student/teacher calendar.

5. Each member of the bargaining unit shall be entitled to ten (10) paid sick days per year. Sick days are to be used only for the purposes specified by law. Employees hired after the beginning of the school year shall have their sick days prorated.

<p><b><u>ARTICLE IV</u></b> <b>PERSONAL LEAVE</b></p>
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1. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.

Employees hired after the beginning of the school year shall have their personal days prorated.

2. Bereavement leave shall be allowed to bargaining unit members in accordance with the following schedule:

- a. For the death of a parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, an allowance of up to seven (7) consecutive calendar days leave shall be granted in case of absence because of death in the immediate family, as defined above. The days taken pursuant to this provision must be consecutive commencing on the day after the day of death unless, at the sole discretion of the Superintendent, another arrangement is approved.

- b. For grandparent-in-law, aunt, uncle, nephew, niece, sister-in-law or brother-in-law, one (1) day per incident.

An employee claiming the leave shall verify compliance on a form designed by the Superintendent of Schools.

3. An allowance of up to two (2) days leave shall be granted for personal matters other than those stated above. Written requests shall be submitted for approval three (3) days in advance of date requested through the employee's immediate supervisor to the Superintendent of Schools. The three (3) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena.
  - b. Marriage of employee or marriage in the immediate family.
  - c. Recognition of a Religious Holiday.
  - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this subsection.
  - e. Any other emergency or urgent reason approved by the Superintendent of Schools.
4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday shall be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the two (2) personal days shall not be subject to the Monday or Friday restriction.
5. At the superintendent's discretion, an employee may be granted an unpaid leave of absence for family or other personal emergencies requiring the employee's absence from work subject to the following conditions:
- a. The employee shall give written and timely notice of said request, if possible, no less than five (5) working days prior to the commencement of said leave.
  - b. The employee shall provide adequate documentation supporting said request, including but not limited to doctor's notes, legal papers, etc., prior to the taking of the unpaid leave or within five (5) working days upon his/her return to work.

At the superintendent's discretion, said unpaid leave of absence may not count toward calculating the total annual number of absences for purposes of the evaluation rating and eligibility for additional compensation in accordance with Article VI Salaries.

In exercising his/her discretion as provided in paragraphs A & B above, the superintendent shall consult with the building principal regarding the request. In making his/her determination, he/she shall consider but not be limited to the following factors: the employee's length of service in the district, the employee's prior and current attendance record, and the employee's previous evaluations.



## **ARTICLE V** **EVALUATIONS**

- A. Each employee shall be evaluated in writing at least once a year. All evaluations shall be followed by a conference with the employee within five (5) working days of receipt of written evaluation.
- B. No later than sixty (60) days following ratification of this agreement, all currently employed school aides shall receive a copy of a blank evaluation report, which shall be attached to the job description. The aide shall be required to sign the copy of the job description, which shall indicate that the aide has read and understands the responsibilities of the position. The principal and the aide shall each retain a copy of the signed job description. In addition, the signed original shall be forwarded to the superintendent's office for placement in the aide's personnel file.
- C. All aides recommended for employment subsequent to the ratification of this Agreement shall receive a copy of a blank evaluation report, which shall be attached to the job description. The aide shall be required to sign the copy of the job description, which shall indicate that the aide has read and understands the responsibilities of the position. The principal and the aide shall each retain a copy of the signed job description. In addition, the signed original shall be forwarded to the superintendent's office for placement in the aide's personnel file.
- D. The total number of days absent as indicated on the annual evaluation report for rating purposes may be reduced by the number of sick days verified by a doctor's note(s), provided that said note(s) is submitted within five (5) working days of the employee's return to school following his/her illness.
- E. Any aide who receives a rating less than satisfactory on his/her annual evaluation report shall normally be informed, in writing, where practicable, of such deficiency in performance prior to the issuance of the annual evaluation report. Bereavement Days shall not be considered in the calculation of an employee's attendance rating.

## **ARTICLE VI** **SALARIES**

- 1. Bargaining unit members shall be paid in accordance with the following schedule:

	YEAR 1 (2010/2011)	YEAR 1 (2011/2012)	YEAR 1 (2012/2013)
PROBATIONARY RATE*	\$16.17	\$16.66	\$17.16
BASE RATE	\$17.28	\$17.80	\$18.34
LONGEVITY RATE**	\$17.88	\$18.42	\$18.97

\* The Probationary Rate shall be paid to all newly employed aides through the end of the school year in which they are hired, except that an aide employed on or after February 1st of any school year shall continue to be paid the probationary rate through the end of the following school year. An aide shall be paid the base rate following the completion of his/her probationary period as set forth above and only if he/she has received a satisfactory rating in all categories on his/her most recent annual evaluation report.

\*\*The longevity rate shall be paid to any aide who has completed at least ten (10) years of service in the district as of June 30<sup>th</sup> and who has received a satisfactory rating in all categories on his/her most recent annual evaluation.

<p><b>ARTICLE VII</b> <b>DEDUCTIONS FROM SALARY</b></p>
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**A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of members of the bargaining unit such dues assessed by M.C.A.A. as said members of the bargaining unit individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, P.L. 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education.
2. Before the Board makes any deductions there shall be delivered to the Board Business Administrator, in writing, a certification of its current dues.
3. A member of the bargaining unit may request a discontinuance of dues deduction by delivering sixty (60) days written notice to the Board, which shall then notify the Association.

**B. Participation in Dental Plan**

1. Any employee hired before the effective date of this contract shall be eligible to participate in the group dental plan at his/her own cost in accordance with board policy. Any employee hired on or after July 1, 1995 shall, on or after his/her third anniversary of employment, be eligible to participate in the group dental plan, at his/her cost.

**ARTICLE VIII**  
**PAYMENT FOR ACCUMULATED SICK DAYS**

Upon termination of employment, an employee shall be entitled to a payment of eight dollars (\$8.00) per day for each day of accumulated sick day subject to the following conditions and limitations.

1. Employee shall have served continuously in his/her current position for a minimum of five (5) years.
2. Employee shall have a minimum of forty (40) accumulated sick days at the time of retirement or voluntary termination.
3. An employee shall voluntarily terminate his/her employment, or shall retire under the terms of the Public Employment Retirement System and immediately collect a pension.
4. The maximum amount to which an employee is eligible under this provision is \$650.00
4. An employee otherwise entitled to payment for accumulated sick leave under the terms of another Agreement between the board and another bargaining unit shall not be entitled to this benefit.

**ARTICLE IX**  
**DISCHARGE**

No member of the bargaining unit may be suspended or discharged except for just cause. A grievance regarding such matter shall commence at Step THREE of Article II.

**ARTICLE X**  
**MANAGEMENT RIGHTS**

The Marlboro Cafeteria Aides Association (M.C.A.A.) recognizes the administration rights, duties and authority to manage and control the employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the employees of the Board not otherwise limited by this Agreement.

**ARTICLE XI**  
**COMPLETE AGREEMENT AND WAIVER OF**  
**BARGAINING**

1. This agreement is the entire agreement of the parties, terminating all prior agreements and practices except those incorporated in the Board policy book and concluding all collective bargaining during the term of the agreement.
2. The M.C.A.A. specifically waives the right to bargain with respect to any subject or matter referred to or covered in the agreement, or to any subject or matter not specifically referred to or covered in this agreement, even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.

**ARTICLE XII**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2010, and shall continue in effect until June 30, 2013.

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the M.C.A.A. has caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

MARLBORO TOWNSHIP  
BOARD OF EDUCATION

By Terry P. Spilken  
Terry Spilken, President

6/29/10  
Date

ATTEST:

Cindy S. Barr-Rague  
Cindy S. Barr-Rague, Business  
Administrator/Board Secretary

6/29/10  
Date

MARLBORO CAFETERIA  
AIDES ASSOCIATION

By Lorraine Maggio  
Lorraine Maggio

6/29/2010  
Date

ATTEST:

Angela Rosiello  
Angela Rosiello

6/29/10  
Date

**MARLBORO TOWNSHIP PUBLIC SCHOOLS**

**JOB DESCRIPTION**

**TITLE:** SCHOOL AIDES

**QUALIFICATIONS:**

1. Interest in and aptitude for work to be performed.
2. Three verified character references.
3. Educational requirements:  
Minimal: High School diploma  
Desirable: Two years of college
4. Shall be of good moral character
5. Such alternatives to the above qualifications as the superintendent may find appropriate.

**JOB GOALS:**

1. To assist the principal and/or teacher in monitoring children in the classrooms or in organizing and maintaining appropriate playground activities and providing lunchroom supervision.

**PERFORMANCE RESPONSIBILITIES:**

1. Organizes students into orderly lines for purchasing food, and sees they are seated at designated table areas.
2. Assists students to develop and observe proper dining habits, both in terms of etiquette and nutrition.
3. Assists younger students with use of utensils when needed.
4. Assists in the orderly disposal of food wastes, trays and utensils.
5. Supervises the orderly dismissal of students from the lunchroom.
6. Circulates among the students during the meal so as to help students needing assistance and to resolve minor problems that may arise.
7. Informs the immediate supervisor or nurse, if necessary, of any serious infractions, problems, or accidents that may occur during the lunch hour while students are in their care.

8. Assists students in organizing games and activities in the playground before and after lunch.
9. Supervises playground activities before or after lunch.
10. Monitors children in the classroom on "in" days, on the playground and in the cafeteria.
11. Provides, disseminates, and returns all equipment used during the activity period.
12. Guides students in playing together harmoniously.
13. Aides may not relieve professional personnel of their responsibility for the instructional program nor can they be used as substitute teachers or instructional assistants.
14. Is constantly aware of the health and safety of the children.
15. Performs tasks, similar to the above, as assigned by the principal.
16. Is required to be punctual and to use paid sick days and personal days only for the purposes specified by law or by contract in an effort to ensure consistent supervision and safety of the children.
17. Attends workshop meetings as required.
18. Attends a maximum of four (4) before or after school meetings, each of which shall not exceed thirty (30) minutes, without compensation, and which shall be called at the discretion of the immediate supervisor.

**TERMS OF EMPLOYMENT:** Ten month contract. Calendar to be established by the Board.

**EVALUATION**

Performance in this position, as well as attendance and punctuality, will be evaluated annually by the principal. Failure to maintain a consistent satisfactory rating in attendance and punctuality may be cause for disciplinary action, including but not limited to discharge.

I HAVE READ THE ABOVE JOB DESCRIPTION AND ATTACHED EVALUATION REPORT AND UNDERSTAND THEIR CONTENTS.

\_\_\_\_\_  
School Aide's Signature/Date

\_\_\_\_\_  
Principal's Signature/Date

MARLBORO TOWNSHIP PUBLIC SCHOOLS

ANNUAL EVALUATION REPORT FOR SCHOOL AIDES

200\_\_ -200\_\_ SCHOOL YEAR

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

CODE:            S = Satisfactory                            NI = Needs Improvement  
                       U = Unsatisfactory                        NA = Not Applicable

	S	NI	U	NA
1. Organizes students into orderly lines for purchasing food, and sees that they are seated at designated table areas.				
2. Assists younger students with use of utensils when needed.				
3. Assists in the orderly disposal of food wastes, trays and utensils.				
4. Actively directs the orderly dismissal of students from the lunchroom.				
5. Circulates among the students during the meal so as to help children needing help and to resolve minor problems that may arise.				
6. Informs the immediate supervisor or nurse, if necessary, of any serious infractions, problems, or accidents that may occur during the lunch hour while children are in their care.				
7. Organizes and actively directs all activities during the lunch/play period.				
8. Provides, disseminates and returns all equipment used during the activity period.				
9. Works effectively with other aides in a cooperative team effort.				
10. Is constantly aware of the health and safety of the children.				
11. Performs appropriate tasks, as assigned by the principal.				
12. Is consistent in adhering to building procedures.				
13. Maintains discipline in a consistent, firm but fair manner.				
14. Understands and adheres to the chain of command.				

