

**AGREEMENT**

**between the**

**BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE**

**PASSAIC COUNTY, NEW JERSEY**

**and the**

**SCHOOL CAFETERIA/PLAYGROUND AIDES' ASSOCIATION**

**2016-2017**

**2017-2018**

**2018-2019**

**Effective July 1, 2016**

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**AND WAYNE BOARD OF EDUCATION**

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**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances, and terms and conditions of employment for all regularly scheduled School Cafeteria/Playground Aides, not including substitute School Cafeteria/Playground Aides.

The School Cafeteria/Playground Aides' Association may hereinafter be referred to as SCPAA. The term "unit member" shall herein after refer to all employees represented by SCPAA.

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

A formal grievance shall not be presented later than five (5) working days from the date of the alleged adverse action.

**Step 1**

A violation of this Agreement which affects terms and conditions of employment is to be discussed with the Unit member's immediate supervisor, the unit member involved and a representative of SCPAA. The grievance shall be submitted, in writing, to the individual's immediate supervisor within five (5) working days of the alleged adverse action and prior to the requested meeting. If agreement or understanding cannot be made at this step, the procedure shall go to Step 2 at the request of either party.

**Step 2**

A conference with the Human Resource Specialist, immediate supervisor, the unit member and a representative of the SCPAA shall occur. If agreement or understanding cannot be made at this step, the procedure shall go to Step 3 at the request of either party.

**Step 3**

A conference with the Superintendent or his designee, the unit member involved and a representative of the SCPAA shall occur. If there is no resolution at this step, proceed to Step 4.

**Step 4**

A conference meeting shall take place with the whole Board of Education or its designee and the individuals mentioned in Step 3.

**ARTICLE III**  
**DISCIPLINE**

- A. No unit member shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage arbitrarily, capriciously or for illegal reasons.
  
- B. Whenever a unit member is required to appear before the Superintendent, Board, or any committee, or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and, at his or her request, may have a representative present to advise and represent him/her during the meeting or interview.

**ARTICLE IV**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to supply the SCPAA, in response to reasonable requests, with access to all available public information necessary to its role as majority representative for its members.
  
- B. Representatives of the SCPAA shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and as long as prior permission, in case of those representatives who are not Board employees, be obtained from the appropriate school authorities.
  
- C. The SCPAA and its representatives shall have the right to use school buildings at all reasonable hours for meetings, subject to the final approval of the Building Principal. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. No reasonable request will be denied.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

Except as limited by existing law and the terms of the Agreement, the Board reserves to itself sole jurisdiction and authority:

- A. to direct employees of the school district;
- B. to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote discharge, or take other disciplinary action against employees;
- C. to relieve employees from duty because of lack of work or for other legitimate reasons;
- D. to maintain efficiency in the school district operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted;
- F. to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency; and
- G. to take any and all such actions contemplated by this Article in its sole discretion provided such actions are not arbitrary, capricious and unreasonable, unless a different standard is imposed by law or the specific language of this Agreement.

The failure to exercise any of the rights contained in such Agreement shall not be deemed a waiver of such rights by the Board nor shall the failure to specifically mention a right in this Agreement be construed as a waiver of such rights by the Board.

**ARTICLE VI**  
**EMPLOYMENT PROCEDURES**

**A. DISMISSAL**

The procedures shall insure that the unit member has the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board of Education when terminated.

**B. RESIGNATION**

A unit member who is resigning from his/her position shall give four (4) weeks notice.

**C. TRAINING**

- 1.) Every unit member must participate in up to six (6) hours of mandated in-service training per year, including a first aid course which must be completed within 6 months of each unit member's initial employment and thereafter as directed by the Board. All mandated training, including the first aid course, will be paid for by the Board. Unit members will be paid at their regular rate of pay for all time spent attending mandated in-service training, including the first aid course.

**The District will provide annual training to the unit members specifically related to situational emergency responses, including lockdowns. The District will make reasonable efforts when possible to include a drill during unit members' work hours.**

**D. WORK YEAR**

1. The in-school work year for Cafeteria Playground Aides employed on a ten (10) month basis shall not exceed one hundred eighty (180) days. In the event SCPAs are required to work more than 180 days, the additional days will be paid in accordance with state and federal laws.
2. The in-school work year shall include days when pupils are in attendance, including minimal days when lunch is served.

**E. DAILY WORK HOURS**

1. If lunch is served, SCPAs shall work and get paid for 2.5 hours for that day, regardless of whether the District designates the day as a minimal day, an early dismissal day, a delayed opening day or other category.
2. On such other days when pupils are present but lunch is not served, School Cafeteria Playground Aides shall only be compensated for their actual time worked. On those days, the Administration shall retain the right to determine whether a Cafeteria Playground Aide will stay to work a full day and therefore receive a full days' pay, or work a shortened day and only be paid for the time actually worked.

**ARTICLE VII**  
**SALARY**

For contract years 2016-2017, 2017-2018 and 2018-2019, it is agreed that the salaries for School Cafeteria/Playground Aides will increase by 2.2% for 2016-2017, 2.3% for 2017-2018 and 2.4% for 2018-2019, with rates to be as follows:

<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$16.79/hour	\$17.18/hour	\$17.59/hour

School Cafeteria/Playground Aides shall be paid their regular rate of pay for all additional hours, as approved by the Board of Trustees, for activities including but not limited to kindergarten registration, testing, parent visitation and Election Day duties.

**ARTICLE VIII**  
**LEAVES**

All sick days, bereavement days and personal leave days taken will be entered into the on line attendance system by the unit.

**A. SICK LEAVE**

- 1) All unit members shall be granted ten (10) compensated sick leave days for each school year.
- 2) Unused sick leave shall be accumulated from year to year as permitted by law.

**B. BEREAVEMENT LEAVE**

- 1) All unit members will be granted five (5) compensated days in the event of death in the immediate family (unit member's spouse, civil union or domestic partner, children, parent, brother, sister, mother-in-law, father-in-law).
- 2) Up to one compensated day may be granted to attend the funeral of the unit member's close friend or relative outside of a unit member's immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours.
- 3) Unit members shall call bereavement days in to their immediate supervisors, stating the reason for the leave request and identifying the relationship with the deceased.

**C. PERSONAL LEAVE DAYS**

- 1) Each unit member shall be entitled to two (2) compensated leave days.
- 2) Personal leave days may be taken for personal business, religious holidays, death in family, family illness, or other good cause. Except in cases of emergency, the unit member will inform his/her immediate supervisor of his/her request for the use of personal days, and the reasons therefore. Upon approval by the immediate supervisor, the unit member will enter the personal day absence into the online attendance system.
- 3) Personal leave days may not be taken before or after a vacation or holiday.
- 4) Any additional requests beyond the two allowable days will be at the discretion of the Board.

**ARTICLE IX**  
**DEDUCTION FROM SALARY**

A. The Board agrees to deduct from the salaries of its employees dues which may be levied for the SCPAA as said employees individually and voluntarily authorize the board to deduct. Such deductions shall be made in compliance with Chapter 322 N.J. Public Laws of 1969 (N.J.S.A., 52:14-15.9(e)) and under the rules established by the State Department of Education (N.J.S.A. 34:13A-5.6).

B. **Hold Harmless Clause**

The SCPAA agrees to indemnify and hold the Board harmless against any liability that may arise by reason of any action taken by the board, provided that:

- 1) The Board gives the SCPAA timely notice in writing of any claim, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- 2) If the SCPAA so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the SCPAA in gathering evidence, securing witnesses, and in all other aspects of said defense.

It is expressly understood that paragraph one (1) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's own negligence.

C. **Membership Availability and Demand and Return System**

Membership in the SCPAA is available to all unit members on an equal basis and the SCPAA has established and maintains a demand and return system which complies with the requirements in Section 2 (c) and 3 of the New Jersey Employer-Employee Relations Act.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

**A. SEPARABILITY**

If any provision of the Agreement or any application of the Agreement to any unit member or group of unit members 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. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

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

**C. PRINTING AGREEMENT**

Copies of the Agreement shall be printed at the expense of the Board after agreement with the SCPAA on format within thirty (30) days after the Agreement is signed.

**D. FULLY BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding of the parties on all matters that were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter that was or could have been the subject of negotiations.

**E. MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

**ARTICLE XI**  
**TERM**

Pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public Laws of 1968) the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE ("BOARD") and the CAFETERIA/PLAYGROUND AIDES' ASSOCIATION ("ASSOCIATION") have reached agreement with respect to the terms and conditions of employment.

The term of this Negotiated Agreement between the BOARD and the ASSOCIATION shall be from July 1, 2016 through June 30, 2019, a three (3) year period encompassing school years 2016-2017, 2017-2018, and 2018-2019.

WITNESS:

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WAYNE

Juanita Petty  
Juanita Petty, Board Secretary

By Eileen Albanese  
Eileen Albanese  
Board President

Date: 5/23/16

Date: \_\_\_\_\_

WITNESS:

SCHOOL CAFETERIA/PLAYGROUND  
AIDES' ASSOCIATION

\_\_\_\_\_

By Denise Van Houten  
Denise Van Houten  
President

Date: \_\_\_\_\_

Date: 5/17/16

