

**AGREEMENT BETWEEN**

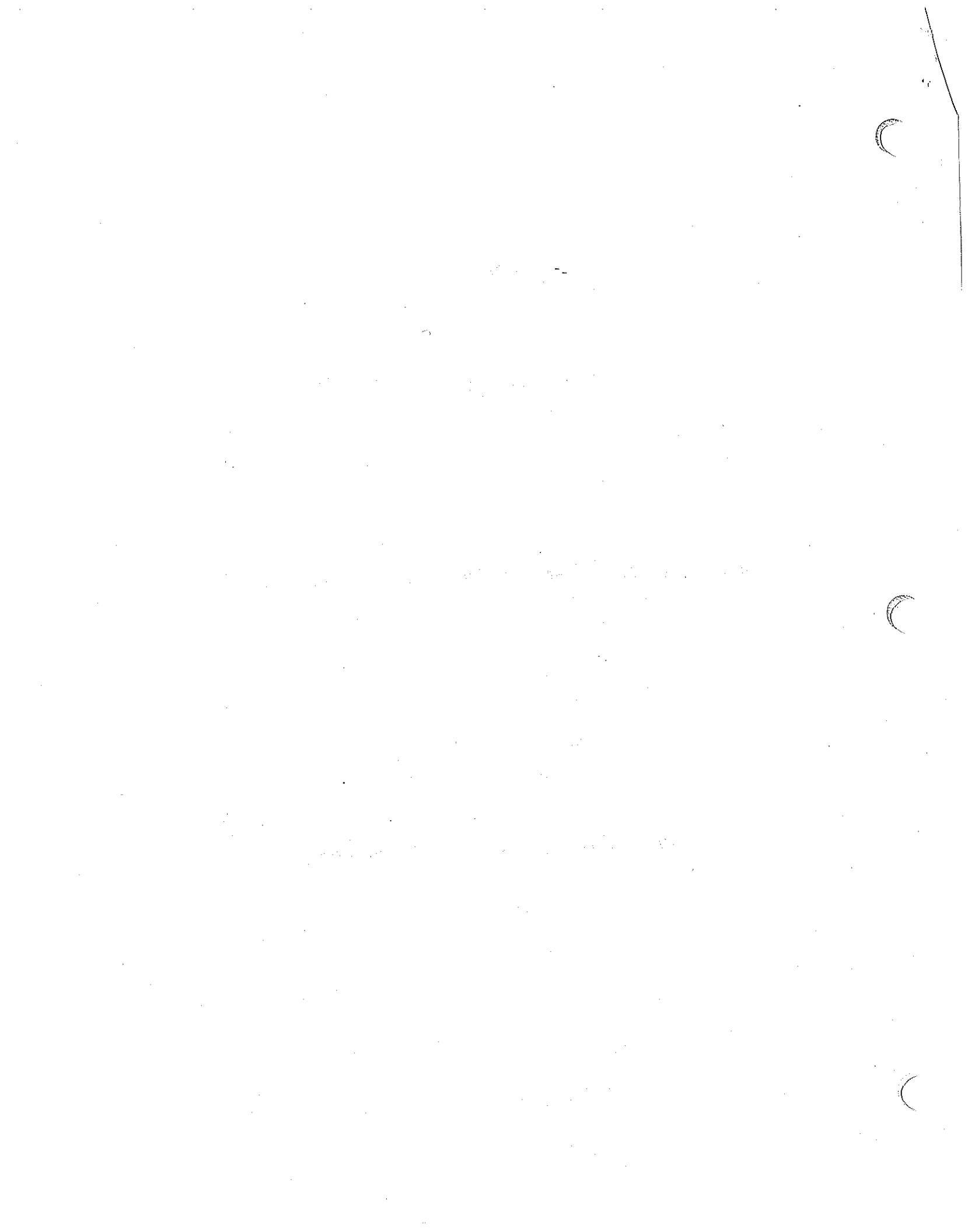
**THE WEST MILFORD TOWNSHIP  
BOARD OF EDUCATION**

**AND THE**

**WEST MILFORD CAFETERIA AIDES ASSOCIATION**

**FOR THE  
PERIOD COVERING**

**July 1, 2004 through June 30, 2007**



WEST MILFORD BOARD OF EDUCATION

AND

THE WEST MILFORD CAFETERIA AIDES ASSOCIATION

PREAMBLE

This agreement is made and entered into this 25th day of January in the year, Two Thousand Five by and between the Board of Education of the Township of West Milford, hereinafter referred to as the "Board;" and, the West Milford Cafeteria Aides Association, hereinafter referred to as the "Association;"

Now, therefore, the Board and the Association, the parties hereto, under the provisions of Chapter 123 of the Public Laws of 1974, in consideration of their mutual covenants, do hereby agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and for negotiable terms and conditions of employment for all of its cafeteria aides, hereinafter referred to as "employees."

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

1. The Board and the Association agree to enter into collective negotiations for a successor to the agreement according to the timetable established by the Public Employment Relations Commission ("PERC"), unless the parties agree to begin at a different date.

2. Any agreement reached as a result of negotiations shall be reduced to writing, signed, and submitted to the full membership of the Board and the Association for ratification.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

1. Employee - the term "employee" shall mean any regularly employed individual included in Article I of this Agreement receiving compensation from the Board.

2. Grievance - a "grievance" is an allegation by an employee or the Association on behalf of a group of employees that there has been a breach, misinterpretation, or improper application of the terms and conditions of this Agreement.

3. Aggrieved party - an "aggrieved party" is the employee or employees or any authorized representative thereof filing the complaint.

4. Immediate Superior - the term "immediate superior" shall mean the Cafeteria Supervisor (Building Administrator in charge.)

5. School Day - a "school day" in the grievance procedure shall be defined as any day when the Board of Education is open.

6. Representative - the term "representative" shall mean an agent assigned by the Association.

B. Procedure:

The purpose of the procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that these proceedings will be kept informal and confidential.

The Board and the Association hereby declare that any aggrieved party invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking this procedure.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Time Limits - Grievances shall be moved by steps, described below, promptly. Time may be extended by common agreement, in writing.

1. Step One - An aggrieved employee shall first discuss the grievance with his/her immediate superior within five (5) school days of the occurrence. The reply or decision to the grievance at this step shall be made to the aggrieved employee within three (3) school days.

2. Step Two - If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance in writing to the Superintendent or his designee within five (5) school days of receiving the Step One decision. After receiving such written grievance, the Superintendent or his designee shall meet with the aggrieved party and render his decision within five (5) school days.

3. Step Three - If the grievance is not resolved to the satisfaction of the aggrieved employee, a review by the Board of Education may be requested within five (5) school days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing to the aggrieved employee. Steps Two and Three shall not exceed forty (40) school days from the date the grievance shall have been received by the Superintendent.

#### ARTICLE IV

#### LEAVE PROVISIONS

A. Sick Leave - Employees shall receive ten (10) sick days annually. A day is defined as the scheduled work day of the employee. Unused sick leave shall accumulate without limitation.

B. Personal Leave - All employees shall be entitled to the following personal leave schedule, which shall not be cumulative:

1. Two (2) Personal business days.
2. One (1) Family Illness Day.

C. Bereavement Leave – Employees shall be entitled to two (2) days bereavement leave for a death in the immediate family (spouse, parent, child, sibling, sibling-in-law, parent-in-law, grandparent, or other permanent member of the immediate household).

## ARTICLE V

### WORK YEAR AND WORK DAY

A. Work Year - The work year will consist of 180 days (while school is in session and cafeteria services are provided).

B. Work Day – All employees shall be advised of their regular starting and quitting times.

C. Overtime Hours – If approved by their administrator, employees working beyond their scheduled hours shall be paid their straight time rate for the extra time.

## ARTICLE VI

### ASSOCIATION RIGHTS

A. The Association will be afforded the use of school buildings for Association meetings upon request and approval of the appropriate administrator.

B. The Board will provide the Association with the names, addresses, and phone numbers of newly hired employees.

## ARTICLE VII

### BOARD RIGHTS

A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Township of West Milford in all its aspects, including, but not limited to the following:

B. To maintain public, elementary, and secondary schools, and such other educational activities as in its judgment will best serve the interest of the Township of West Milford; to decide the need for school facilities; to determine the type of work to be performed; to assign all work to employees, and to contract for the performance of any work, with or without bid, and with outside independent contractors; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer, and lay off employees; to prepare and submit budgets to the voters and to allocate monies appropriated by the

Township for maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

C. It is understood and agreed that the provisions of the adopted policies of the Board of Education now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof shall be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.

## ARTICLE VIII

### AGENCY FEE

A. Purpose:

If an employee does not become a member of the Association during any membership year, said employee will be required to pay an agency fee to the Association. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Fees are not required for partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representation.

B. Amount of Fee:

Prior to the beginning of each school year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that year. The representation fee to be paid by non-members will not exceed eighty-five (85%) percent. The Association will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed eighty-five (85%) percent of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are 1) expended for partisan, political or ideological activities, or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.

C. Deduction and Transmission of Fee:

The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.

D. 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 year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or b) thirty (30) days after the employee begins his or 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.

E. Termination of Employment:

The collection structure will be on a pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata monthly deduction.

F. Changes/New Employees:

The Association will notify the Board in writing, of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

G. Indemnification and Save Harmless Provision:

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

**ARTICLE IX**

**MISCELLANEOUS**

- A. Payroll deduction (dues) shall follow the standard procedure.
- B. The Board shall provide safety signs and outdoor gear for employees assigned High School parking lot duty.
- C. As necessary, the Board will provide training/workshops relevant to the employee's position (for example, CPR, Heimlich Maneuver, Dealing with Students Effectively, etc.)

**ARTICLE X**

**SALARIES**

Years of Service	2003-04	2004-05	2005-06	2006-07
1	9.35	9.63	9.70	9.75
2	9.95	10.35	9.78	10.00
3	10.42	10.85	10.98	11.10
4	10.42	10.85	10.98	11.10
5	10.89	11.40	11.51	11.68

ARTICLE XI

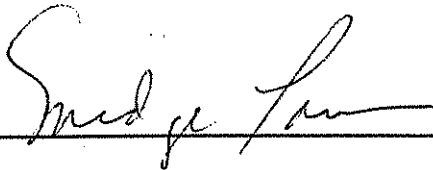
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007.

In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective witnesses, as of the day and year of the date of this Agreement.

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WEST MILFORD, IN THE  
COUNTY OF PASSAIC

FOR THE CAFETERIA ASSOCIATION OF  
THE TOWNSHIP OF WEST MILFORD, IN  
THE COUNTY OF PASSAIC

  
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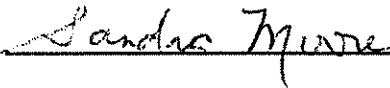
Board of Education President

Date 2/11/05  
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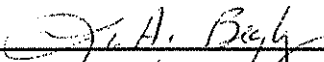
Board Secretary

Date 2/16/05  
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WMCCA President

Date 2-8-05  
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Witness

Date 2/8/05  
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01/25/05