

01-2022
16

AGREEMENT

BETWEEN

THE WAYNE BOARD OF EDUCATION

and

THE WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION

COVERING

CAFETERIA PERSONNEL

1983 - 1984

1984 - 1985

Approved by the Board of Education January 12, 1984

X July 1, 1983 - June 30, 1985

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
SECTION I SALARIES	2
SECTION II LONGEVITY	2
SECTION III WORKING HOURS AND CONDITIONS	2
SECTION IV INSURANCE	4
SECTION V SICK DAYS, PERSONAL DAYS, LEAVE OF ABSENCE	5
SECTION VI HOLIDAYS	6
SECTION VII SUPERVISORY REMUNERATION	7
SECTION VIII UNUSED SICK DAYS	7
SECTION IX MISCELLANEOUS PROVISIONS	7
SECTION X GRIEVANCE PROCEDURE	7
SCHEDULE A 1983-1984 SALARY GUIDE	9
SCHEDULE B 1984-1985 SALARY GUIDE	10
SIGNATURE PAGE	11

AGREEMENT
PURSUANT TO NEW JERSEY PUBLIC EMPLOYER-EMPLOYEE
LABOR RELATIONS ACT (CHAPTER 123 PUBLIC LAWS OF 1974)

The Agreement is made and entered into on the 12th day of January 1984, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE in the County of Passaic, hereinafter referred to as the "BOARD," and the WAYNE CUSTODIAL-MAINTENANCE-CAFETERIA ASSOCIATION, hereinafter referred to as the "ASSOCIATION," and

WHEREAS, the ASSOCIATION is the sole representative of the full-time cafeteria workers in collective negotiations with the BOARD, and

WHEREAS, pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act, Chapter 123, Public Laws of 1974, the BOARD and the ASSOCIATION have reached agreement with respect to terms and conditions of employment for cafeteria workers for the school years 1983-1984 and 1984-1985, and

WHEREAS, said Public Employer-Employee Labor Relations Act requires that when such agreement has been reached its terms shall be embodied in writing and signed by the respective parties:

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

SECTION I - SALARIES

- A. Salaries shall be paid in accordance with the salary guide, annexed hereto and incorporated herein as Schedule "A", for the school year 1983-1984. A salary guide for 1984-1985 shall be developed jointly by the Association and the Board, all all salaries for such school year shall be paid in accordance therewith.
- B. Hourly employees shall receive no salary increase for the term of this contract.
- C. Managers shall receive a \$100.00 salary increase for 1983-84 and a \$100.00 increase for 1984-85.

SECTION II - LONGEVITY

Employees who have five (5) years of service shall receive in addition to their regular salary a longevity payment as follows:

6th through 10th year	- \$150
11th through 15th year	- \$200
16th through 20th year	- \$250
21st year and beyond	- \$300

This longevity is to be divided into equal parts and shall be included along with the regular salary for each pay period.

SECTION III - WORKING HOURS AND CONDITIONS

- A. Cafeteria workers shall not be required to use their own cars for cafeteria business.
- B. Vacancies

All vacancies that may arise shall be posted in a prominent location in all cafeterias in all schools for a period of not less than one week, provided vacancies occur during the school term. Vacancies which occur after the close of the school year will be on file August 15th. Anyone interested in making application should call the cafeteria office on that date. The opening shall be filled by a person having seniority and ability, seniority not being the sole criteria to be used in promotions.

C. Transfers

Cafeteria employees shall be notified in writing of a transfer two (2) weeks prior to the date the transfer is to be effective.

D. Reduction In Force

Any reduction in the work force shall be accommodated on the basis of seniority.

E. Lunch Periods

All employees working a four (4) hour day shall receive a 15 minute paid lunch period which can be used as a rest period or lunch period. All employees working five (5) hours or more shall receive a 30-minute paid lunch period.

F. Hours

1. Managers - All managers are salaried employees based on a 35-hour work week. Any manager working in excess of thirty-five (35) hours shall receive additional wages at the prevailing rates.
2. Hourly Employees - The hours of any employee will be flexible to the needs of the kitchen with a minimum of four (4) hours a day. If additional hours are necessary, employees having seniority and ability will be given top priority. The flexibility of hours might be necessary due to the student traffic changes in any or all schools each year, or any daily unforeseen emergency beyond the control of the Food Services Department. Any deviation from the above hours must be mutually agreed upon by the Manager and the Director of Food Services. When such deviation is of a permanent nature, the President of the WCMCA will be asked to participate in the discussion prior to the Decision becoming part of the regulations.
3. Overtime Hours - Overtime hours shall be worked at the direction of the Manager and/or the request of the Principal with the approval of the Director of Food Services.

Hourly workers shall be paid at the rate of time and a half for P.T.O. Meetings, or any special function day or night on regular working days, after regular hours.

Managers shall be paid at the rate of time and a half for activities as described above. Calculations shall be made on the basis of 191 days.

If managers are asked to work on days when school is not in session and said days are not holidays, they will receive a regular day's pay in addition to their contracted salary.

Overtime rate becomes effective after an employee goes home and is required to return to work any additional hours.

Overtime hours shall be worked where necessary in connection with a permit for the use of building.

SECTION IV - INSURANCE

1. Individual employee coverage (Blue Cross/Blue Shield with Rider J) for each employee; all premiums to be paid by the Board.
2. Individual employee Major Medical coverage (Blue Cross/Blue Shield) covering all employees with premium payments in full to be paid by the Board.
3. Family Plan (Blue Cross/Blue Shield with Rider J and Major Medical); all costs to be paid by the Board.
4. Blue Cross Prescription Drug Plan, One Dollar Co-Pay for individual employees and their families.
5. Individual employee cover Dental Insurance protection by New Jersey Dental Service Plan, Inc. as per rate Proposal #1 with \$25.00 deductible for basic contract and Riders 1, 2, and 3.
6. In the event of a change of insurance carrier or carriers, the coverage provided by the new carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for.
7. Increase in emergency room coverage for individual employee and their families to include medical emergency room coverage.
8. Usual and Customary Rates (UCR) for all coverage.

SECTION V. - SICK DAYS, PERSONAL DAYS, LEAVE OF ABSENCEA. Sick Days

Twelve (12) sick days with full pay shall be allowed each year, which shall be cumulative without limit. In case of absence of employee of greater duration than accumulated sick leave, this situation may be referred to the Board of Education for special consideration.

B. Personal Days

A maximum of two (2) personal days with notification to immediate supervisor.

C. Death in Family

Up to five (5) days may be granted in the event of death in the immediate family (employee's spouse, children, parent, brother, sister, mother-in-law, father-in-law) or for persons residing within the household for which the employee has a family-like responsibility. Up to one day may be granted to attend the funeral of employee's relative outside of the employee's immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours.

D. Attendance Record

Cafeteria employees shall submit, through their Manager, an individual daily attendance record to the Director of Food Services on the first and sixteenth of each month.

E. Leave of Absence

Leave of absence may be granted, without pay, only to employees having three (3) or more years of service in the Wayne School System. Requests for leave of absence shall be made in writing to the Board of Education.

F. Pregnancy and Child Care

A pregnant WCMCA member shall be deemed to be sick for purposes of this Article during the period thirty (30) calendar days before and thirty (30) calendar days after termination of pregnancy. All other claims for sick leave based on pregnancy shall be supported by a detailed physician's certification which shall state the reason(s) that the member is sick and unable to perform her duties.

A pregnant member shall notify her immediate supervisor in writing as soon as practical after her pregnant condition has been established. Such notice shall include a physician's certification of pregnancy, the anticipated date of delivery, and anticipated leave date. A pregnant member may continue working as long as her condition permits; if, in the Board's opinion, the member's job performance is being adversely affected by the pregnancy, the Board may require the employee to take a leave. The Board may also, in its sole discretion, require a physician's certificate as to her ability to continue her employment.

G. Child Care Leave

1. An employee may ask the Board for a child care leave for his/her minor child for a period not exceeding two years. The request shall be made in writing to the Board. The decision to grant or deny the request shall be made solely by the Board. Such leave, if granted, shall be without pay and for such period of time as may be set by the Board. Non-tenured employees shall not be granted leave beyond the period of their contract.
2. During child care leave, an employee may not hold other full-time employment, except during the summer vacation period, or the Board may terminate the child care leave.
3. At the end of a child care leave, the WCMCA member shall at his/her request, unless the position has been eliminated by attrition, or has otherwise been filled, be offered a comparable position.

SECTION VI - HOLIDAYS

- A. All hourly personnel shall be paid for holidays as outlined below except when they conflict with the school calendar in which case an alternate date will be selected.

Columbus Day	Christmas Day
Veterans' Day	New Year's Day
Thanksgiving Day	Lincoln's Birthday
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

- B. The manager's salaries include eleven (11) paid holidays calculated on 191 days. These holidays are:

Columbus Day	Christmas Eve Day
Veterans' Day	Christmas Day
Friday of Teachers Convention	New Year's Day
Thanksgiving Day	Lincoln's Birthday
Friday After Thanksgiving	Good Friday
	Memorial Day

SECTION VII - SUPERVISORY REMUNERATION

An additional \$5.00 per day stipend for duties assumed as head custodian and cafeteria manager in the junior and senior high schools beginning with the 6th day of assuming managerial responsibility.

SECTION VIII - UNUSED SICK DAYS

Payment for unused sick days for employees leaving the school system based on a minimum of 10 years plus 1 day of service within the last consecutive 15-year period at a rate of 25% of 1/250th of the annual salary (25% of the daily salary) on the date of leaving with a maximum of 100 days.

Employees will be entitled to a pro rata portion of the number of sick days to which they may be entitled in the last year of employment if the employee works less than one year.

SECTION IX - MISCELLANEOUS PROVISIONS

All Board policy pertaining to welfare of the Cafeteria employee in effect at the time of the Agreement will continue as such. Any changes or additions must be negotiated to Agreement with the WCMCA.

Non-certificated, contracted employees who have completed fifteen (15) years of service in Wayne shall be granted a one-time payment of \$500 in recognition for services rendered.

In each case this amount shall be given in a lump sum to the employee at the time he/she ceases to be employed by the Wayne Public Schools.

SECTION X - GRIEVANCE PROCEDURE

The aggrieved party shall first discuss the grievance with the immediate Supervisor, the Building Principal, and the Food Services Director.

- A. An individual problem or disagreement within the framework of a building would be discussed with the Director of Food Services,

the Principal, the individual involved and the President of the Association, the grievance having first been submitted to the Director of Food Services in writing within twenty-four (24) hours of the following work day prior to the requested meeting. If agreement or understanding cannot be made at this point, the procedure shall go to Step "B" at the request of either party.

- B. A conference with the Director of Food Services, Principal, individual involved, and President of the Association. If agreement cannot be made at this point, the procedure shall go the Step "C".
- C. Conference meeting with the Board of Education Committee consisting of three (3) members of the Board, the Director of Food Services, the aggrieved individual, the President of the Association, the Superintendent or Assistant Superintendent. If resolution of the problem is unsatisfactory or no compromise can be determined, the problem should be taken to the Board as a whole.
- D. Conference meeting with the whole Board and the individual mentioned in Step "C".
- E. In no event shall a grievance be presented later than five (5) working days from the date of the alleged act complained of.

SCHEDULE A

SALARY GUIDE CAFETERIA

1983 - 1984

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Hourly Employee	\$ 4.52	\$ 4.71	\$ 4.91	\$ 5.37	\$ 5.56
Manager (Elementary)	8,434	8,778	9,133	9,855	10,218
Manager (Secondary)	8,859	9,220	9,582	10,301	10,663

SCHEDULE B

SALARY GUIDE CAFETERIA1984 - 1985

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Hourly Employee	\$ 4.52	\$ 4.71	\$ 4.91	\$ 5.37	\$ 5.56
Manager (Elementary)	8,534	8,878	9,233	9,955	10,318
Manager (Secondary)	8,959	9,320	9,682	10,401	10,763

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the 12th day of January 1984.

John J. Probst
John Probst, President
Wayne Custodial-Maintenance-
Cafeteria Association

Jeanette Makus
Jeanette Makus, President
Wayne Board of Education

Mary Bannworth
Mary Bannworth, Recording
Secretary, Wayne Custodial-
Maintenance-Cafeteria Assn.

Robert A. Boyle
Robert A. Boyle, Business
Administrator-Board Secretary