

AGREEMENT

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY

and the

CAFETERIA/PLAYGROUND SUPERVISOR ASSOCIATION

JULY 1, 2004

to

JUNE 30, 2007

Effective July 1, 2004

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CAFETERIA/PLAYGROUND SUPERVISOR ASSOCIATION
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 Cafeteria/Playground Supervisors.

The Cafeteria/Playground Supervisor Association may hereinafter be referred to as CPSA. The term “unit member” shall herein after refer to all employees represented by CPSA.

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 CPSA. The grievance shall be submitted, in writing, to the individual's immediate supervisor within five (5) working days 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 CPSA 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 CPSA shall occur. If there is no resolution at his 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 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 furnish to the ASSOCIATION in response to reasonable requests from time to time all available information generally available to the public, concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, directory of all personnel in the unit, and changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meeting, census data, and such other information that shall assist the CPSA in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the CPSA to process any grievance or complaint.

- B. Representatives of the CPSA 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 CPSA 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 meeting. No reasonable request will be denied.

ARTICLE V

MANAGEMENT RIGHTS

A. Nothing contained in this Agreement shall interfere with the right of the Board:

- (1) to hire, promote, transfer, assign or retain employees in positions in the school district.
- (2) to suspend, demote, discharge or take other disciplinary action against the employees for other than arbitrary, capricious or illegal reasons.
- (3) to direct employees in the performance of their duties;
- (4) to take all action that is necessary and appropriate to maintain the efficiency of school district operations in accordance with all applicable federal and state statutes, regulations and decisional law; and
- (5) to determine, in its sole discretion, what days unit members shall work and be compensated, or not work and not be compensated.

B. The failure to exercise any of the rights contained in this Agreement shall not be deemed a waiver of such right by the Board nor shall the failure to specifically mention a right in this Agreement be construed as a waiver of such right 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 successfully complete, at no additional compensation, a first aid course within six months of each unit member's initial employment, and thereafter as directed by the Board. The first aid course(s) shall be designated and paid for by the Board.
- 2) Every unit member must participate in up to six (6) hours of in-service training per year, as required by the Board, at no additional compensation. The cost of the in-service training shall be paid by the Board.

ARTICLE VII

SALARY

A. For contract years 2004-2005, 2005-2006 and 2006-2007 it is agreed that the salaries for Cafeteria/Playground Supervisors will be as follows:

<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
\$12.33	\$12.82	\$13.33

This schedule represents increases of 5%, 4% and 4%, respectively for each of the three years.

As of the 2003-2004 school year, the Cafeteria/Playground Supervisors shall all be paid the same hourly wage, salary guide steps have been eliminated.

ARTICLE VIII

LEAVES

A. SICK LEAVE

1. All unit members shall be granted twelve (12) sick leave days for each school year.
2. Unused sick leave shall be accumulated from year to year without limit.

B. BEREAVEMENT LEAVE

1. All unit members will be granted five (5) days in the event of death in the immediate family (unit member's spouse, children, parent, brother, sister, mother-in-law, father-in-law).
2. Up to one 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, or other good cause. Except in cases of emergency, requests for the use of personal days, and the reasons therefore, must be submitted in writing and approved by the building principal in advance.
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.

D. FAMILY ILLNESS DAYS

All unit members shall be granted two (2) family illness days per school year, subject to verification by the Board, to care for a unit member's spouse, child, parent, sibling or parent-in-law.

ARTICLE IX

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the CPSA 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 CPSA agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the board, provided that:

1. The Board gives the CPSA 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 CPSA 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 CPSA 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 CPSA is available to all unit members on an equal basis and the CPSA 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 CPSA 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 which 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 which was or could have been the subject of negotiations.

E. MODIFICATION

The 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 SUPERVISOR 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, 2004 through June 30, 2007, a three (3) year period encompassing school year 2004-2005, 2005-2006 and 2006-2007.

WITNESS:

Frank Ceurvels, Board Secretary/
Business Administrator

Date: _____

BOARD OF EDUCATION OF THE
TOWNSHIP OF WAYNE

By: _____
Ann Mary O’Rourke
Board President

Date: _____

WITNESS:

ASSOC.

Date: _____

CAFETERIA PLAYGROUND SUPERVISOR

By: _____
Gail Conway
President

Date: _____