

JULY 26, 2007

AGREEMENT

JULY 1, 2007 - JUNE 30, 2010

BETWEEN
THE BOARD OF EDUCATION
OF
THE TOWNSHIP OF CHERRY HILL
AND
THE CHERRY HILL SUPPORTIVE STAFF ASSOCIATION

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AGREEMENT

THIS AGREEMENT has been entered into this 1st day of July, 2007, by and between the Board of Education of the Township of Cherry Hill hereinafter called the "Board", and the Cherry Hill Supportive Staff Association hereinafter called the "Association".

ARTICLE 1 PURPOSE

The Board and the Association have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE 2 PREAMBLE

WHEREAS, the Board of Education of the Township of Cherry Hill and the majority representative of the employees bargaining unit are required by law to negotiate as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto through negotiations in good faith have reached agreement on certain matters;

NOW THEREFORE, their agreements with regard to such matters are hereby reduced to writing as required by law:

ARTICLE 3 RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent with the purview of Chapter 123 of the Laws of 1974 as amended and supplemented, with respect to terms and conditions of employment for a unit of non-professional employees consisting of elementary head custodians, high school stock clerks, groundskeeper, grounds crew leader, grounds crew leader- athletics, Warehouse/Inventory (Central), maintenance person, maintenance assistant, mechanics, inter-school messengers, **Cleaners, Lead Cleaner – Elementary/Middle School, Lead Cleaner – High School**; excluding head custodians at the high schools and junior high schools, engineers, cafeteria workers, printers, security personnel, special police and bus drivers, supervisory and clerical employees.

ARTICLE 4
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than September 15 of the year preceding the expiration of this agreement, upon request of the Association, the Board agrees to commence negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties upon approval and ratification by the Board and the Association.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 5
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "Aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "Party in interest" is the person or persons making the claim including the Association or the Board.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Principal or immediate supervisor

The party in interest with a grievance shall first discuss it with the school principal or immediate supervisor within ten (10) school days, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - Designated Supervisor

If the aggrieved person or the Association is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association, within five (5) school days after the decision at Level One or fifteen (15) school days after grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the designated Supervisor. All written grievances shall include the date or dates of the contract violation; the date or dates of any discussion between the grievant and any supervisor with respect to the matter being grieved; a description of the matter being grieved including, if possible, the contract or Board Policy allegedly being violated; and, the specific remedy being sought by grievant.

4. Level Three - Assistant Superintendent Business/Board Secretary

If the aggrieved person or the Association is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the designated Supervisor, he may, within five (5) school days after a decision by the designated Supervisor or fifteen (15) school days after the grievance was delivered to the designated Supervisor, whichever is sooner, the aggrieved person or the Association may submit its grievance to the Assistant Superintendent Business/Board Secretary.

5. Level Four - Arbitration

- (a) If the aggrieved person or the Association is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Assistant Superintendent Business/ Board Secretary, he may, within five (5) school days after a decision by the Assistant Superintendent Business/Board Secretary or twenty (20) school days after the grievance was delivered to the Assistant Superintendent Business/Board Secretary, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by the American Arbitration Association within fifteen (15) school days after receipt of a request by the aggrieved person. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- (b) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (c) The costs for the services of the arbitrator, including per expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representatives selected by himself or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees or salary, the Association may submit such grievance in writing to the School Business Administrator directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 5(b) of this ARTICLE.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the School Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

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 representatives, heretofore referred to in this ARTICLE.

5. Upon the occurrence of a grievable event, the employee shall continue to perform as required by his supervisor and then commence the grievance procedure.

6. The following matters shall not be arbitrable:

- (a) The failure or refusal of the Board to renew a contract of an employee;
- (b) In matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion a further review of the Board's action is available to employees under provisions of State Law.

ARTICLE 6
SENIORITY

A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

B. 1. All employees shall be considered as probationary employees for the first sixty (60) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

2. Employees who obtain new positions in the bargaining unit due to promotion or requested transfer will have a 60 day probationary period. If during this period, or at its conclusion, the Board, through its administration, and in its sole discretion, determines to transfer the employee back to the last prior position it may do so without employee or Association recourse to the grievance procedure.

3. If the employee gives notice, during the probationary period in 1. above, that he/she wishes to move back into the job title previously held, he/she shall be moved back to that title as soon as administratively possible.
 4. The Association and the employee shall be notified of the completion of the probationary period.
- C. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.
- D. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union upon request but not more than three (3) times in a contract year.
- E. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:
1. Resignation or retirement
 2. Discharge for cause
 3. In the event of a lay-off, an employee's employment status shall cease immediately upon lay-off, however, seniority shall not be lost except in case of continuous lay-off for a period exceeding twelve (12) months.
 4. Failure of laid-off employees to report for work either, (1) on the date specified in written notice of recall mailed 14 or more calendar days prior to such date; or (2) within three (3) working days after date specified in written notice of recall mailed less than 14 calendar days prior to such date, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.
 5. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.
 6. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless return to work is excused by the Board.

- F. When circumstances necessitate a reduction of the work force, the Board shall take the following appropriate steps:
1. The Board shall advise the Association in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.
 2. The Board shall first consider for lay-off the employees with the least seniority in the job titles and grade levels affected.
 3. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employee may displace, in his same grade level, an employee with less seniority in the job title that the displacing employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee placed in a lower grade shall be paid according to the salary guide for the grade level and job title actually worked. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.
- G. Employees may be recalled to work from lay-off provided that they have the requisite qualifications and ability to perform the available work.
- H. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive work days. Permanent employees may bid on such job openings. However, probationary employees are ineligible to bid on permanent job openings.
- I. In filling permanent promotional job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting an employee from the next lower rated job title who had bid for the opening and who has, in the Board's sole discretion, the requisite qualifications and ability to perform the work. Where, in the Board's sole discretion, two (2) or more employees possess equal qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit who had bid for the job will be given preference.
- J. 1. When a lateral job vacancy occurs, employees in that category who desire to transfer to another school and who have filed a written request for such transfer with the Board shall be considered for transfer by the Board. If such a request is to be granted, it will be granted on the basis of the most senior employee being given preference. Once such transfer has been granted or a transfer offered and refused, the employee applying therefore or refusing shall be ineligible for further transfer for a period of two months. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.

2. All filling of vacancies in grade titles shall be by seniority except for the following positions that are generic in nature. An individual wishing to transfer must demonstrate the skill to perform the job to which he wishes to transfer. Example: plumber to plumber by seniority; plumber to electrician by demonstrated skill.
 - a. Maintenance Person (Grade III or IV)
 - b. Grounds Crew Leader/Athletic
 - c.. Ground Crew Leader

3. Effective July 1, 1995, existing language and practice which would restrict transfer of employees possessing a Black Seal license is removed. In the case of Black Seal transfers the Administration will designate buildings and shifts where it intends to appoint a Black Seal employee; the Board will seek volunteers for the building/shift from the pool of employees who possess a Black Seal license but are not currently assigned to a situation where it is used; if one employee volunteers, the volunteer will be appointed to the building/shift; if more than one employee volunteers, assignment will be made by seniority, if there is no volunteer for a building/shift, the Board may assign in reverse order of seniority. Those employees displaced by transfer of Black Seal employees shall apply for any vacancy within their grade level and will be appointed in order of seniority.

It is recognized that Cleaners used as “floaters” who possess a Black Seal license and who are assigned on a temporary basis to a building to replace an absent cleaner are not considered to have been “transferred” within the meaning of the above.

- K. It is recognized that seniority is only one criteria to be considered by the Board. The Board retains all authority and discretion allowed by law with respect to reductions in force, recall from lay-offs, transfers and promotion of employees.

ARTICLE 7 LEAVES OF ABSENCE

A. Maternity Leave

Maternity leave, without pay, shall be granted to an employee in accordance with the following conditions and procedures:

1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent or his designee at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. he Board shall honor the leave dates so requested; provided, however, an employee may apply for early

reinstatement by filing a written request therefore with the Superintendent or his designee. Said request for early reinstatement is subject to Board approval.

2. The Board may require as a condition of an employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
3. In no event shall any such leave be granted beyond the end of the contract year in which leave is requested to commence.
4. In the event there is any question concerning her ability to continue to perform her duties the Board may require a medical certification from her physician that she is medically able to perform her duties. The Board shall have the right to have the employee examined by a physician designated by the Board. If there is a difference of medical opinion between employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or if no such agreement can be reached, by the Camden County Medical Society, shall be dispositive of the issue. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.

B. Personal Illness

1. An employee shall be allowed twelve (12) days' absence in any contract year for personal illness, without deduction of pay.

The number of unused days in any year shall be accumulated from year to year, as long as the employee's employment with the Board is continuous. However, in the case of a prolonged sick leave extending into a new school year, an employee shall not be credited with the twelve (12) days for the new year until active duty actually begins, except as provided in Paragraph 3 hereof.

2. Termination of employment shall result in immediate cancellation of accumulated sick leave. Subsequent re-employment shall not reinstate any old sick leave accumulation, and the person re-employed shall begin anew his personal illness benefits. In a return from a reduction-in-force, the employee's previously accumulated sick leave shall be restored.
3. The purpose of personal illness benefits is to provide relief in case of personal sickness, personal accident and quarantine. Any other use of sickness allowance shall be in violation of contract, provided, however, extension of sick leave for employees covered by this agreement may be made at the discretion of the Board of Education.

4. N.J.S.A. 18A:30-4. In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave.
5. Each employee who meets the qualifications enumerated below and is absent because of personal illness, may be paid, upon application to the Board, up to an additional two (2) weeks' salary at half pay. The qualifications for said payment are as follows:
 - (a) Employee must have exhausted all current and accumulated sick leave.
 - (b) The benefit shall be a yearly benefit, shall be nonaccumulative and shall be effective as of the anniversary date of the fifth year of employment.
 - (c) There shall be a qualification period of five (5) consecutive work days of sickness for which period no payment shall be made, provided however, that regular accumulated sick leave days (for which payment shall be made) may be utilized in establishing said qualification period.
 - (d) The physician's certification required by Paragraph 4 above shall be filed with the Administration.
6. Employees who are absent due to personal illness shall call their immediate supervisor or his designee within one-half hour before they are scheduled to begin work and advise him of the illness and expected date of return. No further communication from the employee is required unless he cannot return to work on the date given, in which case the employee shall notify his immediate supervisor of the new expected date of return.

C. Death in immediate Family

1. In the event of a death in an employee's immediate family, such employee shall be allowed absence with pay not to exceed five (5) consecutive work days. All such absences shall be approved by the employee's immediate supervisor.
2. For the purposes of this section, "immediate family, shall mean husband, wife, father, mother, child, stepchild, sister, brother, mother-in-law, father-in-law, grandchild, or any member of the employee's immediate household.
3. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee. This leave may be extended by the use of personal leave provided for in subparagraph F. hereof on an emergent basis.
4. The Board may require proof of death such as an obituary notice or death certificate as a condition for payment of salary for such leave.

D. Jury Duty and Court Appearance

1. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in court in an amount equal to the difference between his regular pay and his jury pay.
2. When an employee is called for jury service, he shall be excused from work on the days when he is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work for the remainder of the day.
3. In the event that an employee is required to appear in a court of law in a matter which does not involve moral turpitude on the part of the employee or is not an adversary action between the Board and the employee, he shall receive his regular pay for time so spent in court.
4. Each employee requiring time off for jury duty or court appearance shall notify his immediate superior as soon as possible of the day or days involved.

E. Leave for Cause

1. An employee shall be granted a leave of absence without pay for good and sufficient personal reasons for a period not to exceed three (3) months. The employee must give written notice of his/her intention to return to work at least 20 days before the proposed date of return. During this leave, seniority shall accumulate. If the employee overstays his leave of absence or accepts employment elsewhere during such leave of absence, without the Board's permission, his employment with the Board shall be terminated.
2. Except in emergencies, reasonable notice shall mean notice given prior to the first Monday of the month preceding the month in which the leave is to commence.

F. Personal Business

An employee shall be granted two (2) days' leave with pay in any contract year to attend to personal business.

Requests for such absence must be filed five (5) days in advance with the immediate supervisor or his designee, and on a form prescribed by the Board, except in the case of medical emergency as orally approved by the Building Principal.

G. Association Conferences and Conventions

The Board agrees to allocate a number of working days not to exceed ten percent (10%) of the number of members in the unit plus four (4) days with pay per school fiscal year in aggregate, to delegates chosen by the Association to attend bona fide Association conferences and conventions. Any employee for whom the Association makes such a request must present to the Board one week in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case an alternate representative may be designated by the Association.

It is agreed that in the calculation of the term "members in the unit" above, Cleaners and Cleaning Leads shall not be included in the calculation for the purposes of this section.

- H. Any employee who must leave work due to an emergency and who has worked four (4) hours or less shall be paid for the full day but shall have 1/2 day charged against sick days. Employees who have worked more than four (4) hours shall be paid for the full day.

For the purpose of this paragraph, emergency shall mean accident or illness of a member of the employee's immediate family requiring hospitalization or medical care. The Board may condition payment as outlined above upon submission of such proof as the Board may require.

When an employee retires pursuant to the rules and regulations of the Public Employee Retirement System or the Teachers Pension and Annuity Fund, such employee shall be paid for each day of accumulated unused sick leave.

UP TO AND INCLUDING 5 YEARS OF EMPLOYMENT	FROM 6 YEARS AND INCLUDING THE 10TH YEAR OF EMPLOYMENT	FROM 11 YEARS AND INCLUDING THE 15TH YEAR OF EMPLOYMENT	AFTER 15 YEARS OF EMPLOYMENT
\$26.50	\$27.50	\$28.50	\$29.50

If termination of employment is due to death, the employee's estate shall receive such pay.

ARTICLE 8
WORK ASSIGNMENT

- A. All work shall be assigned to employees by the Director of Operations/Facilities or his designee. The Association recognizes that the school principal is individually responsible for the operation of the school. In the case of emergency or when immediate action is required, employees may be given work assignments by any superior within the employee's job jurisdiction.
- B. Employees who utilize their own motor vehicles on official school business shall be reimbursed at the rate established from time to time by Board policy provided they submit a proper voucher and subject to the approval of the Supervisor of Buildings and Grounds.

ARTICLE 9
HOLIDAYS AND VACATIONS

A. Holidays

The following paid holidays shall be in effect for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
One day during Easter Week*	Christmas Day
Memorial Day	One day during Christmas Week
July 4th	Day of the Employee's Choice **

* When school is closed in accordance with the school calendar and coordinated with the building administrator.

** Effective July 1, 1997, there shall be two (2) days of the employee's choice (floating holidays) which are to be assigned by the Administration. A specific day may be a floating holiday for one, some or all employees. Employees first hired on or after the date of mutual ratification shall be eligible for only one (1) of these floating holidays during their first three (3) years of employment. Beginning on the July 1st which follows the third anniversary of employment said new employees shall be eligible for the second floating holiday.

B. Vacation

1. Employees shall be entitled to paid vacations in accordance with the following schedule:

- 1 week - after the completion of six (6) months of service.
- 2 weeks -after the completion of two (2) years of service.

3 weeks -after the completion of three (3) years of service.
4 weeks -after the completion of ten (10) years of service.

2. Effective July 1, 2005, all vacation entitlements shall be credited on July 1 each year. For the purposes of this section, in establishing the prorated calculation, any date within a month is treated as a full month and a proration which results in a partial vacation day shall be rounded up to the next full day.
3. Seniority shall prevail in the selection of vacation time off when practicable.
4. Employees shall be paid vacation pay before the start of their vacation, if application for said vacation pay is made at least two (2) weeks in advance using forms provided by the Board.
5. Vacation time off shall be taken in units of full weeks, except that those employees entitled to three (3) or more weeks' vacation may schedule two (2) weeks of vacation in days provided one (1) week's notice is given to his immediate supervisor or the supervisor's designee.
6. Employees shall be permitted to take their vacation to which eligible, any time during the ensuing twelve (12) month period after it is earned. Scheduling of vacations shall be subject to the manpower requirements of the school system.
7. Written requests for vacation to be taken during July and August shall be submitted to the immediate supervisor not later than June 1 and the supervisor shall respond within two weeks. Requests for vacations during any other time of year shall be submitted at least two weeks in advance and the supervisor shall respond within one week. Once vacation schedules have been approved by the supervisor, the supervisor may not change the vacation schedule except in the case of an emergency need of the school or the district.
8. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.
9. If an employee is unable to take his vacation as scheduled, due to illness or disability, and such illness or disability occurs prior to the employee's scheduled vacation, the employee's vacation will be re-scheduled.
10. Should an employee become ill or disabled during the course of his scheduled vacation, such portion of his vacation shall be deemed to be sick time, provided he has accumulated sick leave equal to or in excess of such time, and the remainder of his vacation shall be re-scheduled provided:

- a. The employee notifies the Board immediately of his illness or disability, and
- b. The illness or disability is verified by a competent Doctor's certificate.

ARTICLE 10
HOURS OF WORK

- A. The regular work week for daytime shift employees, **including Cleaners and Lead Cleaners**, shall be forty (40) hours. The regular work week for night time shift employees, **except Cleaners and Lead Cleaners**, shall be thirty-seven and one-half (37-1/2) hours.
- B. Any shift which has a beginning time between 6:00 a.m. and 10:30 a.m. shall be eight and one-half (8 1/2) hours in length, and any shift which has a beginning time between 11:00 a.m. and 5:00 a.m. shall be eight (8) hours in length, **except for Cleaners and Lead Cleaners whose shift, regardless of commencement time shall be eight and one-half (8 ½) hours in length.**
- C. As of July 1, 1997, groundskeepers shall not be transferred to the night shift to replace an absent custodian or to fill a vacancy.
- D. The work week for all employees shall be scheduled by their respective Supervisors. Employees may be scheduled on a Monday through Friday or Tuesday through Saturday schedule.
- E. Emergency Closings
 - 1. Unit members shall be required to work on days of weather emergencies unless they are personally contacted by the Director of Facilities Management and directed not to report to work.
 - 2. If the State of New Jersey or Camden County or Cherry Hill Township issues a directive prohibiting citizens, including these unit members, from traveling to their work sites, the employee is not required to work that day.
 - 3. When schools are closed due to inclement weather but no directive has been issued under 2. above, all unit members who make a reasonable effort to report to work shall not be docked pay for the time that they are late. The determination of whether a "reasonable effort" has been made shall rest solely with the Director of Facilities Management on a case-by-case basis.

ARTICLE 11
MEDICAL INSURANCE

- A. This shall be the health insurance agreement for employees and their dependents:

1. Health and hospitalization insurance

The Board of Education will provide the following medical benefits coverages:

- a. The Board-paid plan is the AETNA Citizen X plan. Effective July 1, 2007, the PCP co-pay shall be \$15, the specialist co-pay shall be \$20 and the ER co-pay shall be \$50.

The benefits of this plan are set forth in a booklet provided by the insurance company. A copy of said booklet has been furnished by the Board to all employees. An eligible employee may enroll in any other available plan. If the premium cost for one of these plans exceeds the cost of the Board's contribution to an employee and dependents' U.S. AETNA Citizen X plan, the employee shall pay the difference by way of deductions.

- b. Effective July 1, 2007, a chiropractic rider will be added to AETNA Citizen X at 20 visits per year with a \$10 co-pay.

- c. Cleaners and Cleaning Leads shall be covered by 1. a. and b. above at Board cost for single enrollment only.**

2. Prescription insurance

The prescription co-pay shall be \$20 (brand names), \$10 (generic drug), and one co-payment (\$20 for brand-name drugs; \$10 for generic) for a 90 day supply by mail-order. **Cleaners and Cleaning Leads shall be covered by at Board cost for single enrollment only.**

3. Dental insurance

- a. The Board shall provide to an eligible employee and his/her dependents a dental plan as agreed to by the parties. **Cleaners and Cleaning Leads shall be covered by 1. a. and b. above at Board cost for single enrollment only.**

- b. All eligible employees shall be enrolled in the "04" plan.

- c. The dental plan shall have a \$25 individual annual deductible to a maximum of \$75 annually per family. This deductible is waived for preventive services. The maximum benefit level per year per patient shall be \$3,000.

- d) The Board shall offer the Delta Advantage plan with a \$1,800 maximum annual benefit.

4. Eligibility for enrollment, coverages and benefits are subject to the terms and conditions set forth in the master contracts of insurance or policies issued by the insurance carriers. The Board assumes no liability or obligation for the same by making the insurance available to the employees or by paying the premiums thereon.
5. New employees hired after July 1, 1995, will be eligible for single-only insurances under A. 1., 2. and 3. above, if they are otherwise eligible for such insurance's, for one year after employment. The employee will then be eligible for dependent coverage, if otherwise eligible. **The foregoing sentence does not apply to Cleaners and Cleaning Leads.**
6. Effective upon mutual ratification of the Memorandum of Agreement which contains the 2004-2005 year, the parties agree to discontinue the practice of providing District paid dental and prescription insurance to employees who are on unpaid leaves of absence.
7. Effective on July 1, 2003, there shall be an Employee Assistance Plan for all employees. The maximum Board contribution to such a plan shall be \$35.00 per eligible employee.
8. Effective on January 1, 2005, there shall be a voluntary waiver incentive plan for insurances under A. 1. a., A. 2. and A. 3. above. An incentive payment will be made to the employee in the amount of 30% of the relevant premium the Board would have been required to pay under A. 1. a., A. 2. and A. 3. above. The waiver period shall be January 1 through December 31. The payment will be made upon the close of the insurance year.
 - a. Employees eligible to waive insurances are employees who are eligible to receive any enrollment level above single for insurance under A. 1. a. or are eligible to receive any enrollment level under A. 2. or A. 3. **Cleaners and Cleaning Leads who have proof of alternative insurance for health/hospitalization will be permitted to waive this insurance.**
 - b. An employee may waive only one type of insurance and not others.
 - c. An employee who has no other health/hospitalization coverage may not waive the health/hospitalization coverage under A. 1. An employee waiving coverage under A. 1. a. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.
 - d. An employee who waives coverage may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (A. 1. a.) is terminated during an insurance year, the employee may re-enroll immediately in

the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.

- e. Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
- f. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District has set up a Section 125 account.
- g. Employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.

ARTICLE 12
WAGES

A. Pay Increases and Starting Rates

- 1. Any employee who was on staff prior to July 1, 2007, as modified by 3. below, shall receive an increase of \$1,600 for 2007-2008. Any employee who was on staff prior to July 1, 2008, as modified by 3. below, shall receive an increase of \$1,700 for 2008-2009. Any employee who was on staff prior to July 1, 2009, as modified by 3. below, shall receive an increase of \$1,800 for 2009-2010. **This section does not cover Cleaners or Cleaning Leads.**

- 2. a. These are the base annual salaries:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Grade I -	\$26,000	\$27,700	\$29,500
Grade II -	\$27,000	\$28,700	\$30,500
Grade III -	\$28,000	\$29,700	\$31,500
Grade IV -	\$29,500	\$31,200	\$33,100

- b. The established rates for the first year of employment represents the new starting rates. No new employee shall be started at a salary range higher than the lowest paid existing employee in that grade, except for a licensing increment.

- c. **Grade V – If the commencement of this position occurs in 2008-09, the base salary shall be \$24,000 and will be increased by 4.92% for the 2009-2010. If the commencement of this position occurs in 2009-2010, the base salary shall be \$24,000.**

ARTICLE 13
MANAGEMENT FUNCTIONS

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

ARTICLE 14
EFFECTIVE LAWS

If any provision of this Agreement or if the application of any provision of this Agreement is 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 of this Agreement shall continue in full force and effect.

ARTICLE 15
UNIFORMS AND TOOLS

- A. Upon the completion of one (1) year of service: the system in place for the provision and cleaning of uniforms for unit members at the beginning of the 2004-2005 year shall remain in place
- B. Replacement uniforms shall be made available to employees upon requisition by employees and return of clean, used uniforms recognized by the Supervisor of Building and Grounds as unfit for further use. Employees shall sign for all uniforms, tools and keys and shall be responsible for the same and for any other property of the school district. Upon termination of employment with the district for any reason, all tools, uniforms, keys and equipment shall be returned in good condition, reasonable wear and tear excepted, or the cost of the same may be withheld from the employee's pay.

Employees shall not be held financially responsible for loss or theft of tools or keys due to circumstances beyond their control.

- C. The wearing of the uniform shall be limited to the Board's premises during the course of an employee's tour of duty, or in travel to and from his home to the Board's premises.
- D. Protective clothing will be furnished to all employees who are required to work under conditions where such clothing is necessary. Employees shall sign out and sign in for such clothing.
- E. Employees shall wear the uniforms listed under A. above at all times when working on Cherry Hill School District property. The Director of Facilities Management will annually issue a memo to all unit members indicating the dates between which

District-provided tee shirts displaying the District logo may be worn in lieu of the uniform shirt.

ARTICLE 16
CALL-IN PAY

- A. When an employee is called into work during his non-working hours, without advance notification, this shall constitute a CALL-IN.
- B. When an employee is notified during his working hours to report to work during his non-working hours, or when an employee is scheduled in advance to work an assignment outside of his normal tour of duty, this shall not be considered a CALL-IN, but an overtime assignment.
- C. An employee called in to work shall be paid a minimum of two (2) hours' pay at his normal rate of pay, the overtime and premium rates where applicable.
- D. If an employee is notified that he/she must come in to work before his/her normal reporting time and that notification is made after 10 p.m., the employee shall be paid one (1) additional hour's pay at time and one half.

ARTICLE 17
TEMPORARY PART-TIME EMPLOYEES

- A. Temporary part-time employees employed by the Board for work shall not be subject to the provisions of this Agreement and shall not acquire any rights hereunder.
- B. The work performed by temporary part-time student employees shall be limited to grass cutting, grounds keeping and, during the months of June, July, August and September, warehouse persons. The employment of part-time student employees in the warehouse for during the months of June, July, August and September is not affected by D. below.
- C. Temporary part-time employees shall not be assigned to work on Sundays or Holidays and, except as delineated in Paragraph B above, shall not perform work normally performed by regular employees and shall not be utilized for the purpose of circumventing overtime assignments to regular employees.
- D. Effective as soon as possible after mutual ratification of the 1996-1999, a part-time employee pool for all unit positions may be established to:
 - 1. replace employees who use compensatory time under the terms of Article 18, A. 2.
 - 2. replace full shift absences

3. temporarily fill vacancies of 30 days or less.

ARTICLE 18
OVERTIME AND PREMIUM PAY

- A.
 1. All hours worked in excess of eight (8) hours or in excess of seven and one-half (7 1/2) hours, where applicable, in any one day, or in excess of forty (40) hours, or in excess of thirty-seven and one-half (37 1/2) hours, where applicable, in any week, shall be paid for at the rate of time and one-half (1 1/2) of the employee's basic hourly rate of pay.
 2. The employee may elect to receive compensatory time in lieu of payment under the following terms:
 - a. Compensatory time off may only be earned by working a full shift (8 hours) or a half shift (4 hours) of overtime.
 - b. Compensatory overtime may only be used when the employee has earned three (3) days off under the terms of f. below.
 - c. Compensatory time off may only be used in full day amounts with the advanced approval of the immediate supervisor. Approval of leaves will not be unreasonably withheld.
 - d. Compensatory time off may only be used on days when school is not in session.
 - e. Eight (8) hours of overtime equals twelve (12) hours of compensatory time off.
 - f. The maximum number of compensatory time off days which an employee may earn in a year is three (3). In order to earn three (3) days, the employee must work 16 hours of overtime consistent with a. above. Sixteen (16) hours of overtime worked equals three (3) days of compensatory time off.
 - g. Any compensatory time earned but not taken by the close of business on June 30 shall be compensated in payment by the District in July.
- B. Effective July 1, 1995, for employees who are not scheduled to work a Tuesday through Saturday work week pursuant to Article 10, D., all hours worked on a Saturday shall be-paid for at a rate of time and one-half (1 1/2) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has not worked 40 hours in a given week, for reasons other than sickness or any other excused time covered by any article contained in this Agreement, Sunday, 12:01 a.m. to the end of his shift on Friday of that week shall not qualify for overtime seniority rotation.

- C. All hours worked on Sunday or on an observed holiday shall be paid for at the rate of double time (2X) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has absented himself, for reasons other than sickness or any other excused time covered by any article contained in this Agreement from his post during the week in which the holiday occurs or the week prior to the Sunday on which work is required shall forfeit his right to overtime seniority rotation.
- D. Payment for all overtime worked shall be paid for not later than the close of the next following pay period.
- E.
 - 1. An overtime rotation schedule will be established for each school, department or area in the district for those employees who volunteer for overtime. The order for each list shall initially be established with the most senior volunteer being first to the least senior being last. As overtime work is available, the Board shall choose from the volunteer overtime list the first available employee who is qualified in the order of rotation. Any employee on this list who refuses an overtime assignment shall be moved to the bottom of the list. In the event an employee accepts an overtime assignment and fails to report for the same without calling in to his supervisor to advise of such absence shall be ineligible for overtime for two (2) rotations.
 - 2. The Board shall also establish a list of all employees in each school, department or area in order of seniority with the most senior employee first to the least senior employee being last. In the event the Board is unable to secure an employee from the voluntary overtime list in paragraph "E. 1." above, it shall assign said overtime to the least senior qualified employee on the seniority list in order of rotation.

ARTICLE 19
EVALUATIONS

- A. All employees shall be evaluated and shall receive written evaluation reports at least two times per year.
- B. After each written evaluation, employees will meet with the evaluator within 10 school days to discuss the evaluation report. The employee shall sign the report at the conclusion of the meeting which signature shall not indicate the employee's agreement with the contents of the report. In the event that the employee refuses to sign the report after being requested to do so, the evaluator shall note such refusal on the report.
- C. Any rating on the report below "satisfactory" shall be accompanied by written suggestions for improvement.

- D. Within 10 days of the meeting between the evaluator and the employee, the employee may submit a written response to the evaluation for inclusion in the employee's file.

ARTICLE 20
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Cherry Hill Supportive Staff Association, the Camden County Education Association, the New Jersey Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Cherry Hill Supportive Staff Association by the last day of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE 21
NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system and the Association shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, representation or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or union membership.

ARTICLE 22
NON-RENEWAL OF EMPLOYMENT

- A. An employee who has received a notice of non-renewal of employment may, within five (5) calendar days thereafter, request in writing a statement of reasons for such non-renewal from the School Business Administrator which shall be given to the employee within ten (10) days after receipt of such request.
- B. Said employee may request in writing an informal appearance before the Board provided a written request for same has been received in the office of the Secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

- C. The appearance before the Board shall not be an adversary proceeding but shall be for the purpose of convincing the Board to offer re-employment.
- D. The Board shall exercise its discretion in determining a reasonable length of time for the proceeding.
- E. The Board shall provide adequate written notice to the employee of the date, time and place of the informal appearance.
- F. The employee may be represented by counsel or one individual of his choosing.
- G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

ARTICLE 23
AGENCY FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership 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 membership. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C. 1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in C. 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

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, social security number, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.

D. Indemnification

1. The Association shall indemnify and same harmless the Board against any and all claims, demands, suits, judgments, settlements, or any other forms of liability including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, including but not limited to, any actions in connection with defending the legality of this indemnification provision.

- a. Neither the Board nor the Association will challenge the legality of indemnification provisions of this Article. In the event this indemnification of the Board by the Association is challenged in any forum by any person or entity, the Board and the Association agree to defend the legality of the indemnification provision. In the event that this indemnification provision is deemed to be illegal or against public policy by any court or administrative agency or competent jurisdiction, then effective the date on which the Association no longer remits payments to the Board as provided hereinabove, the Association agrees it will eliminate the representation fee in effect at this time.
- b. The Board shall retain its right to determine its course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Article.
- c. The indemnification provisions of this Article shall continue during any extension of this Agreement or during any period in which the association is collecting.

ARTICLE 24 - DELETE
SUBCONTRACTING

- A. If the Board of Education makes a decision to subcontract any portion of the existing unit in the future, all provisions of the following articles of the original 1992-1995 Agreement which were changed as a result of the April, 1995 Memorandum of Agreement are revived unless those provisions are subsequently changed in negotiations beyond 1995-1996. The provisions of this Agreement which are affected are: Article 10, B. and D.; Article 17., C.; Article 18., B.; and Article 23.
 - 1. Reinstated schedules will occur on the first Monday which is at least 30 days after the effective date of any subcontracting.
 - 2. Agency fee collections will resume upon ratification of the 2004-2007 Agreement and will continue during the term of the contract.

ARTICLE 25
MISCELLANEOUS

- A. No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action shall be subject to the grievance procedure.
- B. When an employee is notified that he is to be recommended for suspension without pay or termination of employment for cause, the employee may request, in writing, a meeting with the designated Supervisor or his designee.

ARTICLE 26
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement as provide in Article IV. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the Parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries and their corporate seals be placed hereon, all on the day and year first above written.

The Board of Education
of the Township of Cherry Hill:

Cherry Hill Supportive
Staff Association:

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

EXHIBIT A

GRADE I

Grounds Keeper
Messenger

GRADE III

Maintenance Person
High School Stock Clerks
Elementary Head Custodian
Transportation Mechanic
Warehouse/Inventory (Central)

GRADE II

Crew Leader
Grounds Crew Leader- Athletics
Maintenance Assistant

GRADE IV

Maintenance Person
Mechanic
Warehouse/Inventory (Central)

GRADE V

Cleaner

GRADE VI

Cleaning Lead – Elementary/Middle School

GRADE VII

Cleaning Lead – High School

NOTES

- (1) An additional stipend of \$344.00 per year will be added to the salary of every employee who holds and discharges the rights and responsibilities of a Black Seal or better boiler license. Responsibilities shall include posting of license in school boiler room to which the individual is assigned, supervision of the boilers in the event of absence of primary boiler operators in a school, and assisting in scheduled boiler cleaning and repairing. Mechanics shall not be eligible for the Black Seal License Stipend.

In addition, a unit member who utilizes said license on a regular daily basis in the performance of his duties by supervision of the boilers on his shift in his assigned building as the primary boiler operator, shall be paid an additional stipend of \$648.00 per year.

- (2) All employees covered by this Agreement shall receive their pay bi-weekly.
- (3) Employee's paychecks shall be placed in an envelope before delivery to them.
- (4) A stipend of \$500 shall be paid to all Grade IV positions after the completion of five years of service in the district (all five years of service need not be in the Grade IV titles). In subsequent years, the said \$500 (with no increase in same) shall be added to the employee's base salary and salary increases shall be calculated and added to said base salary.

- (5) The Board will pay the one-time cost of taking the articulated license test (\$35.00) for any employee whose job description requires an articulated license.
- (6) Effective July 1, 2000, employees who are required to and do hold a valid New Jersey CDL shall receive a \$50 stipend per year.