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AGREEMENT

1975 - 77

BETWEEN

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF CHERRY HILL

AND

LOCAL #2280

COUNCIL 71, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL - CIO

Spencer

ARTICLE I
RECOGNITION

A. Unit

The Board of Education of the Township of Cherry Hill (Board) hereby recognizes Council 71, Local #2280, American Federation of State, County and Municipal Employees--AFL-CIO (Council) as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), and specifically excluding:

Secretary to the Superintendent

Secretaries to the Administrative Assistant for Personnel

Office Supervisors

Secretary to the Assistant to the Superintendent

Teacher Aides

Secretaries to the School Business Administrator

Assistant to Director of Athletics

Media Technician

Assistant Media Technician

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Council based upon the improper interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Aggrieved person

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

3. Party in interest

A "Party in interest" is the person or persons making the claim and any person, including the Council or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

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. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

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 - Informal Presentation

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Council's designated representative, with the objective of resolving the matter informally.

3. Level Two - Principal or Immediate Superior

If the aggrieved person 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 his principal or immediate superior and the

Council within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - Superintendent

If the aggrieved person 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 principal or immediate superior, he may appeal the grievance to the Superintendent of Schools within ten (10) school days after the decision at Level Two or twenty (20) school days after the grievance was presented at Level Two, whichever is sooner. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal or immediate superior as specified above and his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days and shall communicate his decision in writing to the aggrieved person, the principal or immediate superior and the Council.

5. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may appeal the grievance to the Board of Education within ten (10) school

days after the decision at Level Three or twenty (20) school days after the grievance was presented at Level Three, whichever is sooner. The appeal to the Board must be in writing reciting the matter submitted to the Superintendent as specified above and his dissatisfaction with the decisions previously rendered. The Board may hold a hearing at its discretion and shall render a decision within sixty (60) calendar days. The decision shall be communicated in writing to the aggrieved person, the Superintendent and the Council.

6. Level Five - Arbitration

(a) If the Council is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within sixty (60) calendar days after the grievance was delivered to the Board, the Council may proceed to arbitration by giving written notice thereof to the Board within thirty (30) calendar days after the decision at Level Four or ninety (90) calendar days after the grievance was presented at Level Four, whichever is sooner. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual employee or group of employees.

(b) Within ten (10) school days after such written notice of intention to proceed to arbitration, the Board

and the Council shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If such an arbitrator cannot be secured, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with representatives of the Board and Council, shall hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of hearings or from the date final statements and proofs on issues are submitted to him, or in accordance with American Arbitration Association rules of procedure.

(c) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall not have jurisdiction to determine the arbitrability of issues before him but rather such issues shall be determined by the appropriate agency, quasi-judicial or judicial body. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board or any administrative decision. 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.

(d) Where the grievance concerns an alleged improper interpretation, application or violation of this Agreement, the decision of the arbitrator shall be final and binding upon the parties. Where the grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only and shall not be binding upon the parties. The decision of the arbitrator shall be transmitted only to the Board, the Council and the aggrieved person.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, any actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Council. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and Council

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Council. When an employee is not represented by the Council, the Council 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 Council, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Council, a grievance affects a group or class of employees, the Council may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Levels Two, Three and Four shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Council.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and only the parties in interest, their designated or selected representatives, and appropriate witnesses shall be permitted to be in attendance at such meetings and hearings.

F. The following matters shall not be grievable:

- (a) The termination of or nonrenewal of the contract of a non-tenured employee.
- (b) Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.
- (c) Any alleged violation of an employee's rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

ARTICLE III

COUNCIL RIGHTS AND PRIVILEGES

A. Representatives of the Council, and its affiliates, shall be permitted to transact official Council business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the principal of their presence on school property as other visitors are expected to do.

B. The Council shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Council shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.

C. The rights and privileges of the Council and its representatives, as set forth in this Agreement, shall be granted only to the Council as the exclusive representative of the employees and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE IV

CLASSIFICATIONS

- A. I - Secretary to an Assistant Superintendent
Senior Payroll Clerk
Senior Accounts Payable Clerk
- II - Technical Machine Operator
Secretary to School Principal
Secretary to District Director (excluding Director of
Operations or other approved title)
Secretary to Senior Operational Supervisor
- III - Junior Payroll Clerk
Junior Accounts Payable Clerk
Bookkeeper (H.S.)
General Secretary
Projects Clerk
Typing Pool
Secretary to Assistant Principal
Secretary to Psychologists
Secretary to Guidance Director
- IV - Clerk
Clerk-Typist
Library Clerk
Messenger
Switchboard Operator/Receptionist

The findings of the Ad Hoc Committee established under the 1974-75 Agreement between the parties shall be given due consideration by the parties and upon agreement by both parties may be substituted as a classification schedule in this agreement.

- B. Individuals presently employed as Senior Payroll Clerk, Senior Accounts Payable Clerk, Technical Machine Operator and Secretary to the West High School Guidance Director shall receive only a salary increase as provided in Article V hereof.
- C. Employees shall not dispense prescription drugs, and all employees are relieved from performance of nursing duties, except emergency first aid.

D. Advancement of Office Personnel

All office personnel shall be given the opportunity to apply for a non-certificated position within their community of interests, including supervisory positions. Written notice of vacancy shall be circulated to all office personnel. Employees making application shall be interviewed, given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

ARTICLE V

SALARY SCHEDULE

| <u>CLASS</u> | <u>MINIMUM</u> | |
|--------------|----------------|--------------|
| | <u>75-76</u> | <u>76-77</u> |
| I | \$ 5750 | \$ 6100 |
| II | \$ 5550 | \$ 5900 |
| III | \$ 5350 | \$ 5700 |
| IV | \$ 5150 | \$ 5500 |

For the 1975-76 school year, all unit employees hired prior to January 31, shall receive an increase of \$350. plus 3.8% of their 1974-75 salary.

For the 1976-77 school year, all unit employees hired prior to January 31, shall receive an increase of \$350. plus 3.8% of their 1975-76 salary.

Unit employees hired on or after January 31, and up to June 30th of the same school year, shall receive an increase of \$350. over and above their starting salary.

All unit employees will initially be employed at the minimum salary in their classification, and no new employee shall be hired at a salary higher than that of an existing employee. All unit employees shall be employed for twelve (12) months.

In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, she shall be paid an hourly differential based on 1/1820th of the difference

between the starting salary in her classification and the starting salary in the higher classification; provided that she must work in said higher classification for a period of ten (10) continuous working days, in which event said differential shall be paid from the time said work commenced.

ARTICLE VI

WORK SCHEDULE

1. Hours of Work

All employees shall work a thirty-five (35) hour week, seven (7) hours per day, as scheduled by the immediate supervisor. All overtime must be authorized in writing by the Superintendent or his designated agent. Compensation shall be paid at time and one half, calculated by dividing the contract salary by 1820, rounded to the nearest penny.

2. Vacation Schedule

All employees will adhere to the following schedule:

Less than 6 months - 1/2 day per full month (hired after
January 1 and prior to June 30)
6 months to 1 year - 1 week
2 years - 2 weeks
3 to 14 years - 3 weeks
15 years or over - 4 weeks

No extended vacation periods without pay shall be granted at any time.

3. Paid Holidays

A. The following paid holidays will be in effect for all employees:

July Fourth
Labor Day
Thanksgiving Eve (as coordinated with school calendar)
Thanksgiving Day and Friday following
Christmas Eve
Christmas Day and Day as coordinated with immediate
supervisor
New Year's Eve
New Year's Day

Good Friday

During Easter Vacation - one day as coordinated with
immediate supervisor

Memorial Day

1 additional day as coordinated with the immediate
supervisor

Those Jewish Holidays for which schools are closed

B. When schools are closed for inclement weather, employees shall not report to work until summoned by a telephone call from the employee's immediate supervisor or his designee. Said telephone call must be made before 11 o'clock A.M. Pursuant to the above, if an employee does not report for work when summoned on such a day, said employee shall make up said day off at straight time as coordinated with the immediate supervisor. If an employee is not summoned for work on such a day, no make up shall be required.

4. Sick Leave

All employees will receive twelve days of paid sick leave per year. The unused days shall accumulate from year to year.

When an employee retires after thirty (30) continuous years of employment in the Cherry Hill School District, such employee shall be given a severance pay. That payment shall be determined at a total of \$7.50 per day for each day of accumulated unused sick leave. Such payment shall not be made in the event of early retirement or cessation of employment for any other reason.

ARTICLE VII

EMPLOYEE EVALUATION

A. Personnel Records

Upon reasonable notice, as scheduled with the personnel office, an employee shall be permitted to examine his personnel file. Prior to the employee's examination of the file, the Administrative Assistant for personnel shall remove any documents in the file from third parties that could be construed to be employment references.

B: At least once a year the employee and the immediate supervisor shall schedule a conference to discuss mutual office problems and procedures.

ARTICLE VIII

COMPLAINT PROCEDURE

The principal or immediate supervisor shall meet with the employee to apprise him of the full nature of any complaint made to any member of the administration by any parent, student or other person, and they shall attempt an informal resolution of the same. If informal resolution is impossible, the employee shall have the right to be represented by the Council at any meetings or conferences regarding said complaint.

ARTICLE IX

EMPLOYEE FACILITIES AND EQUIPMENT

All employees where applicable shall be provided with the appropriate equipment necessary to do a high quality of work.

Electric typewriters shall be replaced, when necessary, as determined by the School Business Administrator.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal

All employees may be granted two (2) personal days a year. Request for such absence must be filed in advance with the Superintendent according to the responsibility of the employee and on the prescribed form. Personal leave will not be granted for either of the two days preceding or following holiday or vacation periods except in emergency cases. For personnel who begin employment January 31st or thereafter, this leave shall be limited to one (1) day. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year as long as the employment is continuous.

2. Conferences of Affiliates

Up to twelve (12) employee days per year for employees to attend conferences and conventions of State or National affiliated organizations, substitutes to be compensated one-half by the Board and one-half by the Council.

3. Legal

A required appearance in a Court of Law or before an Administrative Agency, provided the employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary action between the Board and the employee.

In an adversary proceeding between the Board and the employee, or where the employee is a defendant in a criminal action, the Board will grant the employee time off without pay for such appearance.

4. Other leaves of absence may be granted at the discretion of the Board.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. Two (2) days for the purpose of attending the Annual N.J.E.A. Convention.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. Maternity

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

(1) Any employee who becomes pregnant shall notify the Superintendent* thereof in writing within thirty (30) days after her pregnancy has been medically confirmed.

(2) Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) 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. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the Cherry Hill School District and subject to the following conditions:

(a) The Board may require as a condition of the employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties;

(b) In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenure employees;

* Wherever "Superintendent" is referred to, it means Superintendent or his designee.

(c) In no event shall such leave extend beyond the beginning of the next succeeding September 1st from the date on which said leave is to commence for tenured employees.

(3) The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom in accordance with these provisions if, after her pregnancy is confirmed, her work performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:

(a) The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

(b) The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties; or

(c) If, after a difference of medical opinion by the 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, certifies that, in his opinion, the employee is not medically able to perform her duties. 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.

(4) In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefor with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if;

(a) It has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave has been originally requested or granted;

(b) Such request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.

(5) After the grant of leave to any employee pursuant to these provisions, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of the period of leave so granted, subject to the following conditions:

(a) The employee requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contra-indicated and that the employee is or will be able to resume her duties on the date on which resumption is requested.

(b) The request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.

B. Good Cause

Other leaves of absence, without pay, may be granted by the Board at its discretion.

C. Return From Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if she were actively employed by the Board during the leave and shall be placed on the salary and vacation schedule at the level she would have achieved if she had not been absent.

2. Benefits

Unused accumulated sick leave, personal days and vacation days to which an employee was entitled at the time her leave of absence commenced shall be restored to her upon her return;

provided however, sick leave days, personal days and vacation days shall not accrue during the leave of absence.

- D. All initial applications, extensions or renewals of leaves of absence shall be applied for and responded to in writing.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

B. Notice

Notice and reasons for an involuntary transfer or reassignment shall be given to employees as soon as practicable by the immediate supervisor prior to Board action on same. An involuntary transferee shall have preference over a volunteer and shall suffer no reduction in classification or total compensation.

ARTICLE XIII

PROTECTION OF EMPLOYEES

- A. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil, in the absence of a certificated person.
- B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XIV

HEALTH BENEFITS PLAN

The Board of Education will provide, at no cost to the employee, Blue Cross-Blue Shield (New Jersey Public Employees Hospital Plan), Rider "J" and major medical coverage for the employee and dependents. There shall be no duplication of this coverage (viz., if employee's spouse has Blue Cross-Blue Shield, Rider "J" or major medical coverage or the equivalent thereof, either for himself or herself and/or dependents, the Board of Education will not be required to duplicate such coverage).

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. If any provision, or any application thereof, of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
- B. Except as otherwise provided, all terms and conditions of employment as established by the rules, regulations and policies of the Board of Education on the effective date of this Agreement shall continue in effect for the term covered by this Agreement.
- C. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. Dues shall be deducted in accordance with R.S. 52:14-15.9(e) as it may be amended or supplemented.
- E. Whenever any employee, entitled to sick leave under this Agreement, is absent from her post of duty as a result of a personal injury caused by an accident arising out of and in the course of her employment, the Board shall pay to such employee the full salary or wages for the period of such

absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in this Agreement. Salary or wage payments provided herein shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee as provided herein shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE XVI

DECLARATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1975,
and shall continue in effect until June 30, 1977.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be signed by their respective Presidents,
attested by their Secretaries, and their corporate seals to
be placed hereon, on this day of ,

COUNCIL 71, AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES - AFL-CIO
(Local #2280)

BOARD OF EDUCATION OF
THE TOWNSHIP OF CHERRY HILL

By _____
Its President

By _____
Its President

Its Secretary

Its Secretary

PERC
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