

Contract no. 1214

AGREEMENT

1990 - 1992

BETWEEN

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF CHERRY HILL

AND

THE COMMUNICATION WORKERS OF AMERICA,

AFL-CIO

(CAFETERIA EMPLOYEES)

AMERICAN

1900 - 1901

REPORT

THE BOARD OF SUPERVISORS
OF THE UNIVERSITY OF CALIFORNIA

AND

THE ASSOCIATION OF AMERICAN
UNIVERSITIES

REPORT

(1900-1901)

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ARTICLE I

PURPOSE

The Board and the Union 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 II

RECOGNITION

The Board recognizes the Communication Workers of America, AFL-CIO as the exclusive bargaining agent within the purview of the 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 cooks, bakers, satellite kitchen workers, assistant cooks, assistant bakers, general cafeteria workers and excluding cafeteria managers.

ARTICLE III

UNION DUES DEDUCTION

The Board of Education agrees to deduct from the first paycheck of each calendar month of each employee who furnishes a written authorization for such deduction, on a form acceptable to the Board, the amount of annual Union dues over the ten (10) month work year. Dues shall be such amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deductions of the Union dues made pursuant hereto shall be remitted by the Board to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. This authorization shall remain in effect unless terminated upon written notice by the employee or termination of employment of the employee.

ARTICLE IV

GRIEVANCE PROCEDURE

A. An employee having a grievance shall present it to the Dietician-Cafeteria Supervisor within ten (10) working days after the occurrence of the event from which grievance arises. The employee may have his/her shop steward present upon presentation of the grievance. An answer shall be submitted within three (3) working days.

B. If the employee or a representative of the local is not satisfied, the grievance shall be put in writing, signed by the employee, and presented to the Assistant Superintendent, Business within three (3) working days. The Assistant Superintendent, Business shall, within five (5) working days of receipt of the written grievance, arrange a meeting with the employee and a representative of the local. The Assistant Superintendent, Business or his designated representative, shall give to the employee and the secretary of the Union, a written answer to the grievance within four (4) working days after the date of such meeting.

C. If the local is not satisfied with the written answer resulting from the preceding step, the representative of the local shall, within thirty (30) days following the receipt of the written answer, file a demand for arbitration with the American Arbitration Association and by the same date file a copy thereof with the Assistant Superintendent, Business.

D. Any employee shall be entitled to the assistance of a union representative at all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

E. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union and his decision shall be binding on all parties as to grievances alleging a violation of or improper application or interpretation of the terms of this Agreement. The cost of any transcript shall be borne solely by the party requesting it.

F. The term "grievance" as used herein means a complaint by any employee covered by this Agreement that, as to him or her, there has been an improper application, interpretation, or violation of the terms and provisions of this Agreement, Board policies or administrative decisions affecting said employee.

The arbitrator shall not have the power to alter, amend or revise any provisions of this Agreement. Any grievance concerning the interpretation, application, or alleged violation of Board policies or administrative decisions affecting terms and conditions of employment, shall be subject to advisory arbitration only. The arbitrator shall not have any jurisdiction to hear grievances 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 or 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 the grievant under provisions of State law.

Upon an employee's continued failure to comply with the Board's

order, the employee shall be considered as having resigned his or her position.

For the purpose of this section, the date of resignation shall be the date of the last day of work performed by the employee.

Provisional employees may be designated as permanent 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 based as of the date of commencement of their employment.

C. In the event that an employee is discharged, the date of discharge shall be determined by the date of the last day of work performed by the employee.

D. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union annually, prior to October 1st of each school year, and updated when necessary.

E. An employee's seniority shall cease and his or her employee status shall terminate for any of the following reasons:

1. Discharge without cause.

2. Discharge for cause.

3. Continuation pay-off for a period exceeding ten months.

ARTICLE V

SENIORITY

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

B. All employees shall be considered as probationary employees for the first sixty (60) working 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.

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 annually, prior to October 1st of each school year, and updated when necessary.

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. Continuous lay-off for a period exceeding ten months.

4. Failure of laid-off employees to report for work either, (1) on the date specified in written notice of recall mailed seven (7) 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 seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his/her 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/her 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 Union 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 shall have the right to displace, in his/her same grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

G. Employees shall be recalled to work from lay-off in the order of their seniority, 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 only if said opening would constitute a promotion for the bidding employee. However, probationary employees are ineligible to bid on permanent job openings.

I. In filling permanent job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower rated job title who have bid for the opening and who have the requisite qualifications and ability to perform the work, Where, in 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 promoted.

J. When a 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 request is to be granted, it will be granted on the basis of the most senior qualified employee being given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee applying therefor or refusing, shall be ineligible for further transfer for a period of two (2) months. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.

ARTICLE VI

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.

(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 contraindicated 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. Personal Illness

1. Full-time employees shall be allowed ten (10) days absence in any school year for personal illness, without deduction of pay with the accumulation at the rate of one (1) day per month. Part-time employees shall be allowed ten (10) days without deduction of pay, prorated by the number of hours worked per month.

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 ten (10) 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.

When an employee retires after twelve (12) years or more continuous employment in the Cherry Hill School District, such employee shall be paid \$9.25 per day for the 1990-91 school year, and \$9.75 per day for the 1991-92 school year for each day of accumulated unused sick leave. Such payment shall not be made in the event of early retirement but shall be made if cessation of employment is due to death, to the estate of the employee.

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 a 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. Continuous personal illness absence of three (3) days or more must be certified by a properly licensed physician.

5. Calling Off Work

Employees who are absent due to personal illness shall call their immediate supervisor or her designee within one hour before they are scheduled to begin work and advise her of the illness and expected date of return. No further communication from the employee is required unless she cannot return to work on the date given, in which case the employee shall notify her immediate supervisor of the new expected date of return.

6. When an employee is absent on personal illness or leave of absence, the management will make every effort to secure substitutes.

7. The Board, upon request, will supply each member of the unit, by October 1, an accounting of unused accumulated sick days as of the close of the previous school year.

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 working days, provided the said working days are taken within the seven consecutive weekdays starting the first day after the death. 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, sister, brother, grandchild, grandparent, mother-in-law and father-in-law.

3. An employee shall be allowed one (1) day's absence with pay in the event of the death of any other relative of the employee. Such absence shall be approved by the employee's immediate supervisor.

4. Funeral leave may be extended by the employee's use of personal business days as provided for in paragraph F below.

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/she is required to be in attendance in court in an amount equal to the difference between his/her regular pay and his/her jury pay.

2. When an employee is called for jury service, he/she shall be excused from work on the days when he/she 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 does not involve an adversary action between the Board and the employee he/she shall receive his/her regular pay for the time so spent in court.

4. Each employee requiring time off for jury duty or court appearance shall notify his/her immediate superior as soon as possible of the day or days involved.

5. In an adversary action between the Board and the employee or where the moral turpitude of the employee is involved then the employee shall be given time off without pay.

E. Leave for Cause

An employee shall be granted a leave of absence without pay at the Board's discretion for good and sufficient personal reasons for a period not to exceed three (3) months upon application to the Board three (3) weeks prior to the next regularly scheduled Board meeting. Said applications shall be made in writing and responded to in writing by the Board. During said leave of absence, seniority shall accumulate. If the employee overstays his/her leave of absence or accepts employment elsewhere during such leave of absence, without the Board's approval, the employee's employment with the Board shall be terminated.

F. Personal Business

1. An employee shall be granted two (2) days leave in any school year to attend to personal business. Employees beginning after February 1 shall be allowed one (1) day.

2. Requests for such absence must be filed three (3) days in advance with the immediate supervisor, and on a form prescribed by the Board, except in the case of medical emergency as orally approved by the immediate supervisor.

3. Unused days in any school year shall accumulate for purposes of sick leave from year to year, as long as the employment is continuous.

G. Union Conferences and Conventions

The Board agrees to allocate not more than five (5) working days with pay, in aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union 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 Union.

ARTICLE VII

WORK ASSIGNMENT

Except in cases of emergency or situations requiring immediate action, all work shall be assigned to employees by their immediate supervisor (viz. Cafeteria Manager, Dietician-Cafeteria Supervisor).

ARTICLE VIII

HOURS OF WORK

A. The regular work week for full-time employees shall be thirty (30) hours, consisting of five, six hour days. The regular work week for satellite kitchen workers shall be the equivalent of thirty (30) hours. Work days shall include a 15 minute break, as scheduled by the immediate supervisor, during the work day, which includes part-time employees. Part-time employees shall work such hours as required by their immediate supervisors.

B. The work year shall consist of 182 work days.

C. The work week for all employees shall be scheduled by their respective supervisors. The Board has the right to stagger the work day, however, the Board's representatives will consult with the Union's representatives and shall give a minimum of one week's notice before implementing staggered schedule.

(Revised 1/28/91)

ARTICLE IX

BLUE CROSS & BLUE SHIELD

A. The Board of Education will continue to provide, at no cost to the employee, Blue Cross, Blue Shield, Rider "J"; and major medical coverages for employees and their dependents, provided that there is no duplication of coverage and the employee works a minimum of twenty (20) hours per week. Commencing the 1988-89 school year, such coverage shall be the same as that provided to teachers pursuant to the 1985-87 agreement between the Board and the Cherry Hill Education Association. The above coverages shall apply to employees (and dependents) hired prior to July 1, 1991. For employees hired by the Board on and after July 1, 1991, the medical insurance coverages provided by the Board for such employees and dependents shall be the Medallion Plan of N.J. Blue Cross and Blue Shield.

B. The Board of Education will continue to provide prescription drug coverage for twenty (20) hour employees and their dependents. Effective thirty (30) days after execution of this Contract such plan shall be a \$2 co-pay plan for all employees rather than a \$1 co-pay plan.

ARTICLE X

WAGES

A. Effective September 1, 1990, the wages for the various categories shall be set and paid in accordance with the schedule attached hereto and marked "Exhibit A".

B. When an employee is temporarily transferred to a job calling for a higher rate of pay, he/she shall be paid an additional twenty cents (\$.20) per hour for work done on such job. When an employee is temporarily transferred to a job calling for a lower rate of pay, he/she shall be paid the rate of his/her normal job.

C. The Board will pay a one time bonus of \$50.00 to each employee upon the signing of a contract for the employees eleventh consecutive year of employment with the Board.

ARTICLE XI

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 XII

EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XIII

UNIFORMS

A. The Board shall furnish each employee upon the completion of one (1) year of service three (3) uniforms consisting of white pantsuit or dress and two (2) aprons to be maintained and laundered by the employee.

B. Replacement of uniforms shall be made available to employees upon requisition by employees and return of clean, used uniform recognized by the Dietician-Cafeteria Supervisor as unfit for further use. The employee shall sign for the uniforms and will be responsible for the return of the uniforms upon his/her leaving the Board's employment for any reason.

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/her home to the Board's premises.

D. A committee appointed by the Union shall select uniforms to be supplied to the employees under this article from groups of uniforms designated by the Board within a price range determined by the Board.

ARTICLE XIV

OVERTIME PAY

A. All hours worked in excess of thirty-two (32) hours by cafeteria employees, at the request of the immediate supervisor, shall be paid for at the rate of time and one-half (1-1/2) of the employee's basic hourly rate. Overtime shall be distributed in accordance with seniority.

B. Payment for all overtime worked shall be made not later than the close of the next following pay period.


ARTICLE XV
TERM OF CONTRACT

This Agreement shall become effective July 1, 1990 and continue in effect, except as otherwise noted, until June 30, 1992 and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes or termination shall notify the other party in writing of that fact prior to October 15, 1991, or prior to October 15th of any subsequent year, and after such date negotiations shall commence.

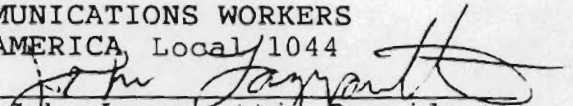
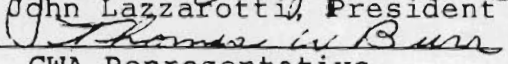
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.


THOMAS F. REDMOND, Secretary

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL


FAITH JEROME, President

COMMUNICATIONS WORKERS
OF AMERICA, Local 1044

By: 
John Lazzarotti, President
By: 
CWA Representative

Witness:

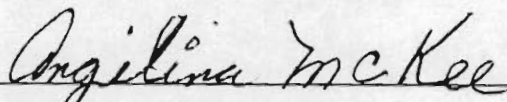
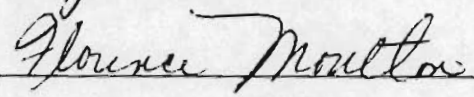
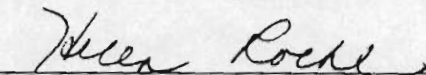




EXHIBIT A

GRADE I

General Cafeteria Worker

GRADE II

Assistant Cook
Assistant Baker

GRADE III

Cook
Baker
Satellite Kitchen Worker

SALARY SCHEDULE

Effective September 1, 1990 to June 30, 1992
minimum salaries for full time employees shall be
not less than those set forth below:

	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
1990-1991	\$7,673	\$7,863	\$8,053
1991-1992	\$8,339	\$8,529	\$8,719

For the 1990-1991 school year, each employee employed as of June 30 of the previous school year will receive an increase in salary equivalent to \$.58 per hour multiplied by the total number of hours the employee has contracted to work in the school year. For the 1991-1992 school year, each employee will receive an increase in salary equivalent to \$.61 per hour multiplied by the total number of hours the employee has contracted to work in the school year.

- (1) Wage increases for part-time employees to be pro-rated by number of hours worked.
- (2) 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.
- (3) All employees covered by this Agreement shall receive their pay every Friday during the school year for the pay periods ending the previous Friday. All checks will be in envelopes and be paid in forty (40) equal payments less appropriate deductions and adjustments.

APPENDIX I
SIDEBAR AGREEMENT

1. Article VI B-5 as it appears in the 1987-1990 Agreement between the parties was deleted as being illegal and unenforceable. In the event the law of the State of New Jersey changes so that said provision becomes legal and enforceable, said provision shall automatically become part of the current agreement between the parties without negotiation or further action on the part of the parties to this agreement. In the interim period the Board shall give consideration for such absence on a case to case basis consistent with N.J.S.A. 18A:30-6.