

NOVEMBER 16, 2010

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE TOWNSHIP OF CHERRY HILL
AND
CHERRY HILL ASSOCIATED SUPERVISORY PERSONNEL
JULY 1, 2010 – JUNE 30, 2013

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ARTICLE 1
RECOGNITION

The Board of Education of the Township of Cherry Hill (Board) hereby recognizes the Cherry Hill Associate Supervisory Personnel (Association) 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") including only:

Warehouse Manager
High School Head Custodian
Middle School Head Custodian

It is understood that should the Employer re-institute a previously recognized position, such position shall be added to the above list.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon an alleged improper interpretation, application or violation of the Agreement, policies or administrative decisions affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level, in writing, within fifteen (15) workdays of the event.

2. Aggrieved Person

An "Aggrieved person" is the person (s) or the Association making the claim.

3. Party in Interest

A "Party in interest" is the person(s) making the claim and any person(s), including the Association 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 the employee's principal or immediate Supervisor, either directly or through the Association's designate representative, within five (5) school days of the happening of the event with the intent of informally resolving the matter. Failure to informally discuss the grievance within five (5) school days of the event shall not preclude the Association from commencing formal written grievance proceedings in a timely manner, however no written grievance shall be accepted for processing unless it is first informally discussed with the immediate supervisor.

3. Level Two - Principal or Immediate Supervisor

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may file the grievance in writing with the principal or immediate supervisor and the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. 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 the contract or Board Policy allegedly being violated; and, the specific remedy being sought by the grievant.

4. Level Three – Superintendent or His/Her Designee

If the aggrieved person is not satisfied with the disposition of the 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 supervisor the employee may appeal the grievance to the Superintendent or his/her designee 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 or his/her designee must be in writing reciting the matter submitted to the principal or immediate supervisor as specified above and the employee's dissatisfaction with the

decision previously rendered. The Superintendent or his/her designee 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 supervisor and the Association.

5. Level Four – Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the (10) school days after the grievance was delivered to the Superintendent, the Association may proceed to arbitration by giving written notice thereof to the Superintendent within fifteen (15) school days after the decision at Level Three or twenty-five (25) school days after the grievance was presented at Level Three, 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. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and in the conduct of arbitration.
- c. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not have jurisdiction to determine the arbitrability of issues before him/her but rather such issues shall be determined by the appropriate agency, quasi-judicial, or judicial body. The arbitrator 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 any 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 a grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only. The decision shall be transmitted only to the Board, the Association and the aggrieved person.
- e. The costs for the services of the arbitrator, including per diem 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 the employee's option, by a representative selected or approved by the Association, or any other participant in the grievance procedure by reason of such participation.

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, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Levels Two and Three 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.

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 when called shall be permitted to be in attendance at such meetings and hearings.

F. The following matters shall be grievable but non-arbitrable

1. The termination of a contract of an employee.
2. 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.

3. Any alleged violation of employee's rights where the relief demanded by the employee is the payment of money damages for the alleged wrongful discharge or the reinstatement of employment.

ARTICLE 3 ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, and its affiliates, shall be permitted to transact official Association business on high school and middle school property and warehouse 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 high school and middle school property and warehouse property as other visitors are expected to do.
- B. The Association shall have the right to use school facilities and equipment located in the high schools, or middle schools or warehouse, 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 Association shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.
- C. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employee.

ARTICLE 4 CLASSIFICATIONS

- A. Job titles shall be classified as follows:
 - I. High School Head Custodian
Warehouse Manager
 - II. Middle School Head Custodian
- B. No employee shall supervise students except in emergencies.
- C. Advancement of Personnel

Notice of intent to fill a vacancy in any of the positions set forth below shall be given to the Association President at least ten (10) days in advance of the application deadline.

1. Any classification contained in Article 1.
2. Operation Supervisors.

Notice of intent to fill a vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applications are equal, seniority shall prevail.

ARTICLE 5 SALARIES

- A. Salaries of all employees covered by this Agreement are set forth on Schedule A attached hereto and made a part hereof.
- B. New employees will not be hired at a salary greater than an existing employee in the same grade or job title within the classification.
- C. In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, the employee shall be paid an hourly differential based on 1/2080th of the difference between the starting salary in the employee's classification for a regularly scheduled 40 hour week; provided that the employee is assigned to higher classification and actually works in said classification for five (5) days in a two week period, in which event said differential shall be paid from the sixth day worked in said classification.
- D. Professional Development and Improvement Reimbursement

Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.
- E. The Head Custodians in the Middle Schools and High Schools whose positions require them to hold Boiler Licenses shall be paid \$344.00 per school year for discharging the rights and responsibilities of said boiler license. In addition, anyone of said individual s 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 **\$756** per school year.
- F. An employment bonus of \$100 shall be paid upon completion of 10 years of employment and an employment bonus of \$100 shall be paid upon completion of 15 years of employment.
- G. Employees shall be paid bi-weekly.

- H. Effective July 1, 2005, there shall be a longevity provision. Any employee with ten (10) or more consecutive years of service to the District shall receive \$100 annually over and above his/her base salary. Longevity shall begin on the July 1st following the completion of ten (10) or more consecutive years of service to the District.
- I. Effective July 1, 2011, salaries shall be paid by direct deposit.

ARTICLE 6
WORK SCHEDULE

A. Hours of Work

- 1. Employees shall work a forty (40) hour week, eight (8) hours per day as scheduled by the immediate supervisor. Any lunch time shall not be included in the above hours of work.
- 2. All unit positions may be assigned on a daily eight (8) hour schedule which begins no earlier than 6 a.m. and ends not later than 11:30 p.m. It is understood that an employee will be assigned the same shift times every day and that shift will only be changed with a one month written notice to the employee.

B. Overtime

- 1. All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 2080 for those employees working a forty (40) hour week, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at twice (2 times) the straight pay. Any hours worked on a Sunday shall be compensated at two (2) times the employee's hourly rate as calculated above. Easter Sunday shall be considered a holiday for purposes of calculating overtime pay.
- 2. If the head custodian of a building cannot work overtime, such time shall then be offered to the other head custodians on a rotating basis. Such overtime may be offered to non-unit members only after all unit members have declined the overtime assignment.

C. Call-in Pay

- 1. When an employee is called in to work during the employee's non-working hours, without advance notification, this shall constitute a CALL-IN.
- 2. 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.

3. When an employee is notified during the employee's working hours to report to work during the employee's non-working hours, or when an employee is scheduled in advance to work an assignment outside of the employee's normal tour of duty, this shall be considered an overtime assignment, not a CALL-IN.
4. An employee "called-in" work shall be paid a minimum of two (2) hours pay in accordance with Subsection B-1 above "Overtime".

D. Vacation Schedule

All employees will adhere to the following schedule: Those employees hired after January 1 and prior to June 30 shall receive 1/2 day per full month of employment.

6 months up to one year	1 week
after two years completed	2 weeks
after three years to 9 years	3 weeks
after 10 years completed	4 weeks

No extended vacation periods without pay shall be granted at any time. Employees with prior continuous service in the district shall receive full credit for years in the district for determining eligibility for vacation time. Prior service as a ten month employee shall receive credit for ten-twelfths (10/12) of each year served.

E. Paid Holidays

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

July Fourth
 Labor Day
 Thanksgiving and Friday following
 Christmas Day and day as coordinated with immediate supervisor
 New Year's Day
 Martin Luther King Day
 Good Friday
 During Spring Recess - one day as coordinated with immediate supervisor
 Memorial Day
 Two (2) additional days as coordinated with immediate supervisor.

F. Sick Leave

All employees will receive twelve (12) days of paid sick leave per year. The unused days shall accumulate from year to year.

G. Payment for Accumulated Sick Leave

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 in accordance with the following schedule:

Up to and including 5 years of <u>Employment</u>	From 6 years & including the 10 th year of <u>Employment</u>	From 11 years & including the 15 th year of <u>Employment</u>	After 15 years of <u>Employment</u>
\$33.50	\$34.50	\$35.50	\$37.50

If a unit position is abolished and the affected employee is not offered another District position for which he/she is qualified to fill, and the employee elects not to retire under the P.E. R. S. system, the affected unit employee will be paid at the relevant rate for up to 150 accumulated sick leave days. If termination of employment is due to death, the employee's estate shall receive such pay.

H. Notification of Intention to Retire

Employees must notify the Board of Education, in writing, one (1) year prior to retirement, except in cases of medical or disability retirement or other unplanned or unanticipated event which results in less than one years notice of the employees' intention to retire. This notification is required in order to be eligible for payment for unused accumulated sick leave as set forth in paragraph G. above. Effective upon the mutual ratification of the 2010-2013 Agreement, the notice requirement shall be three (3) months.

I. 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 b. 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 7
EMPLOYEE EVALUATION

A. Personnel Records

Upon reasonable notice, as scheduled with the personnel office, an employee shall be permitted to examine their 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. Employee performance evaluation shall be conducted in accordance with such policies as are established by the Board and in conformity with procedures established after consultation with the Association.

ARTICLE 8 COMPLAINT PROCEDURE

- A. The principal or immediate supervisor shall meet with the employee to apprise the employee 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. At the request of the employee, the employee shall have the right to be represented by the Association at this or any meetings or conferences regarding said complaint. If no request for representation is made at an informal meeting and it proceeds, any grievance arising out of the resolution of the complaint at the informal level shall not be subject to arbitration.
- B. Other than material addressed to the employees, no material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to review such material. The employee shall acknowledge such material by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event an employee refuses to sign the material then an Association representative shall acknowledge in writing that the employee has seen the material and has refused to sign the same. This acknowledgment shall be inserted in the employee's personnel file. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 9 EMPLOYEE EQUIPMENT, UNIFORMS AND EXPENSES

- A. Employees listed below shall be provided with the following uniforms and equipment after 90 days of employment in the job classification.
 - 1. The system in place for the provision and cleaning of uniforms for unit members at the beginning of the 2004-2007 year shall remain in place.
 - 2. Employees shall sign for the above uniforms and equipment and will be responsible for the cleaning of the uniforms and replacement cost of uniforms and equipment if lost or stolen.
 - 3. Replacement uniforms and equipment shall be made available to employees upon requisition by employee and return of clean, used uniforms or equip-

ment recognized by the Supervisor as unfit for further use. Employee shall return all uniforms to the District upon separation from employment.

4. The wearing of the uniform shall be limited to the Board's premises during the course of the employee's working day or in travel to and from the employee's home to work.
 5. Employees shall wear the uniforms listed under A. 1. 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 pocket tee shirts displaying the District logo may be worn in lieu of the uniform shirt. Each employee shall be issued five (5) short sleeve tee shirts annually.
- B. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and Assistant Superintendent Business/Board Secretary.
1. When unit employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

ARTICLE 10 TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

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

1. Personal

Absence for two (2) days per year shall be granted to an employee without reduction in pay or personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the immediate supervisor five (5) days in advance of the absence. Personal leave will not be granted for either of the two days preceding or following holiday or vacation period except in emergency cases. 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. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the employee to perform such pressing and immediate business days is to allow the employee to perform such pressing and immediate business that it cannot be postponed or performed

after employment hours. Any other use of personal business days is a violation of the contract.

2. Conferences of Affiliates

Up to six (6) days for the Association per year shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations. No employee shall be granted more than three (3) such days in any year (July 1 through June 30). Substitutes are to be compensated one-half by the Board and one-half by the Association. Individuals attending said Convention shall provide the Board with proof of attendance at same. In the event said individuals have not been present for work on the days of N.J.E.A. Convention, have not attended the Convention and have not been excused for some other purpose, they shall suffer a loss in pay for the day or days involved.

3. Legal

An employee shall be granted leave for 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, or where the employee is a defendant in a criminal action, the Board will grant the employee time off without pay for such appearance. Employees, at their request, may use personal or vacation days for this purpose.

4. Other leaves of absence with or without pay 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. Funeral Leave

In the event of a death in the immediate family, an allowance of up to five (5) days leave with pay shall be granted. "Immediate family" shall be spouse, child, stepchild, mother, father-in-law, mother-in-law, brother, sister **grandchildren** or any member of an employee's immediate household. An allowance of one (1) day with pay 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 Subsection A (1) above.

ARTICLE 11
EXTENDED LEAVES OF ABSENCE

A. Disability

1. Maternity

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

- a. Any employee who become pregnant shall notify the Superintendent there of her in writing within thirty (30) days after her pregnancy has been medically confirmed.
- b. 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:
 - (i) 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;
 - (ii) In no event shall such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured employees.
 - (iii) 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.

2. The Board reserved 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, she is unable to perform the essential functions of her position, 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 she is medically able to continue to perform the essential duties of her position; 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 such duties; or

- b. If, after a difference of medial 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 the essential functions of 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.
- c. In the event that the employee's pregnancy terminates prior to the expiration of the leave that has been granted, or prior to the inception of the leave that 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 request if:
 - (i) it has not contractually obligated itself to employ a replacement for the employee in question during the period which leave has been originally requested or granted;
 - (ii) such request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.
- d. 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:
 - (i) 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.
 - (ii) The request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.

3. Workers Compensation

Whenever any employee, entitled to sick leave under this Agreement, is absent from his/her post of duty as a result of personal injury caused by an accident arising out of an in the course of 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 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 Workers 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 workers compensation award made for temporary disability.

B. Good Cause

Other leaves of absence with or 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 the employee were actively employed by the Board during the leave and shall be placed on the salary and vacation schedule at the next succeeding level the employee was compensated at prior to commencement of said leave.

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

ARTICLE 12
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice and reasons for an involuntary transfer or reassignment shall be given to employees by the immediate supervisor as soon as possible prior to Board action on same.

The following shall apply to lateral transfers only:

When a lateral job vacancy occurs, employees in that category who desire to transfer to another school and who have filled 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 the most senior employee being given preference. Once such 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 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 13
PROTECTION OF EMPLOYEES

- A. An employee may use reasonable force as is necessary to protect the employee from attack. In the absence of a certified person or special officer, an employee may use reasonable force 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.
- B. Assault
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 - 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 14
HEALTH BENEFITS PLAN

- A. The Board will provide New Jersey Blue Cross and Blue Shield coverage or equal coverage or equal coverage for the employees and their dependents. Such benefits are set forth in a booklet; a copy of which will be furnished by the Board to all employees.

The Board shall provide to the employee and dependents, the following medical and hospitalization coverages:

- 1. Blue Cross-Blue Card PPO
- 2. Effective on the first of the month which is at least 30 days after the date of mutual ratification of the Memorandum which contains the 2004-2005 year, change the office visit co-pay to \$10. Effective on the first of the month which is at least 30 days after the date of mutual ratification of the Memorandum of Agreement which contains the 2007-2008 year, the office visit co-pay shall be \$15.

3. Effective no earlier than November 1, 2010, the carrier for health/hospitalization insurance shall be the School Employees Health Benefits Program.
 4. With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels identical to the Horizon PPO, which was in place immediately before the shift to the SEHBP. The District shall also offer employees an HMO which has benefit levels identical to the Aetna Premier HMO which was in place immediately before the shift to the SEHBP. Should the HMO premium exceed the Board contribution to health hospitalization to the PPO, the employee shall pay the premium difference. Effective the date of a shift from SEHBP, these shall be the only plans available to eligible employees.
- B. Prescription Insurance
1. The insurance program shall cover unit members and their dependents.
 2. The employee's co-pay for prescription shall be \$15 for brand-name drugs; \$7 for generic drugs; and one co-payment (\$15 for brand-name drugs; \$7 for generic) for a 90 day supply by mail-order.
 3. Effective on the first of the month which is at least 30 days after the date of mutual ratification of the Memorandum of Agreement which contains the 2007-2008 year, the employee's co-pay for prescription shall be \$20 for brand-name drugs; \$10 for generic drugs; and one co-payment (\$20 for brand-name drugs; \$10 for generic) for a 90 day supply by mail-order.
- C. The Dental Insurance Program established by the Board for unit members and their dependents. Effective on the first of the month which is at least 30 days after the date of mutual ratification of the Memorandum which contains the 2004-2005 year, set the annual dental benefit maximum at \$3,000. Effective on the date when SEHBP is effective under A. 3 above, the orthodontic limit (lifetime) shall be \$1,500.
- D. Eligibility for enrollment, coverage's 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.
- E. Effective on July 1, 2003, there shall be an Employee Assistance Plan for all employees. The maximum Board contribution shall be \$35.00 per eligible employee.
- F. 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.

G. Voluntary Waiver Incentive Plan

1. Effective on January 1, 2005, there shall be a voluntary waiver incentive plan for insurances under A., B. and C. 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., B. and C. The waiver period shall be January 1 through December 31. The payment will be made upon the close of the insurance year. Details of the plan appear in Appendix 1.
2. When the carrier change to SEHBP is made under A. 3. above, the waiver period shall become January 1 through December 31 each year. The amount of the waiver shall either be 30% or the SEHBP limit, whichever is less.

H. Vision Plan

Effective on the date when SEHBP is effective under A. 3 above, the Board shall provide the benefits described in the VSP eye care plan handout which was shared with the Association during the negotiations for the 2010–2013 Agreement.

ARTICLE 15
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 Assistant Superintendent Business/Board Secretary 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 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 representative of the employee's choosing.

- G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

ARTICLE 16
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. Any change, revision or revocation of any Board policy, rule or regulation affecting terms and conditions of employment shall not be arbitrable.
- C. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- D. Dues shall be deducted in accordance with M.J.S. 52:14-15.9 (e) as it may be amended or supplemented.

ARTICLE 17
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 the Association to its own members for that membership. The representation fee to be paid by nonmembers 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 any 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 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. CHASP shall indemnify and save harmless the Board against any and all claims, demands, suits, judgments, settlements, or any other form 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 connections with defending the legality of this indemnification provision.
 - a. Neither the Board nor CHASP will challenge the legality of indemnification provisions of this Article. In the event this indemnification of the Board by the CHASP is challenged in any forum by any person or entity, the Board and the CHASP 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 CHASP no longer remits payments to the Board as provided herein above, CHASP 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 CHASP is collecting representation fees in accordance with this Article.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their Secretaries on this _____ day of _____, 2010.

CHERRY HILL ASSOCIATED
SUPERVISORY PERSONNEL

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

President

President

Secretary

Secretary

SCHEDULE A
SALARIES

NAME	2010-2011 SALARY	2011-2012 SALARY	2012-2013 SALARY
Hawthorne	\$48,645	\$50,070	\$51,653
Peraino	\$46,629	\$47,995	\$49,512
McKie	\$43,184	\$44,450	\$45,854
Dunn	\$40,100	\$41,275	\$42,579

A. These are the minimum entry salary levels for each position:

High School Head Custodian - \$40,000

Middle School Head Custodian - \$38,000

B. If a Middle School Head Custodian is appointed to a High School Head Custodian, he/she shall receive a \$2,000 increase in his/her salary level.

APPENDIX 1
INCENTIVE PLAN CONCEPTS

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 14, A., B. and/or C.

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so.

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article 14, G.

5. May an employee waive only one type of insurance and not others?

Yes.

6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?

No. Such a waiver will not be allowed. An employee waiving coverage under A. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.

7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?

Yes.

8. If an employee waives coverage, may he/she re-enroll?

Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article 14, 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.

9. What happens to the waiver payment if the employee re-enrolls on other than a January 1st?

No incentive payment will be made for that insurance for that year.

10. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?

Yes.

11. When do employees receive their incentive payment?

The payment shall be made upon the close of the calendar year in which the waiver occurs.

12. How does an employee sign up for this Plan?

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.

13. Are there any other matters which the parties must attend to with respect to this issue?

Yes. 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. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such payment.