

A G R E E M E N T

X July 1, 1981 - June 30, 1983

Between

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

and

CHERRY HILL ASSOCIATION OF SCHOOL PSYCHOLOGISTS

LIBRARY
Institute of Management and
Labor Relations

OCT 5 1981

RUTGERS UNIVERSITY

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Article I

RECOGNITION

The Board hereby recognizes the Cherry Hill Association of School Psychologists as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified psychologists whether under contract or on leave.

Article II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of psychologists' employment.
- B. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, subject to the right of the Board and Association to ratify and affirm the tentative arrangements of their respective negotiating representatives.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

GRIEVANCE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract.

B. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve

An individual psychologist who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally. If the grievant is the Association, the initial discussion and any appeals therefrom shall commence at level two. If, after five (5) working days, the problem is not resolved to the satisfaction of the grievant, the procedures prescribed in the sub-sections of this Section B shall be applicable.

4. Level One - Immediate Superior

From the time a decision is rendered in the "informal attempt to resolve" procedure specified in point B-3 above, the grievant shall have ten (10) working days to set forth his grievance in writing to the immediate superior specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussions;
- d. his dissatisfaction with decisions previously rendered. The immediate superior shall communicate his decision to the grievant in writing within ten (10) work days of receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than ten (10) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than ten (10) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and may at the option of the Board, hold a hearing with the grievant and shall render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Right to Representation

Rights of psychologists to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or at his option by a representative(s) of his choice.

The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

8. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public except as provided by law. The only parties in attendance shall be the parties in interest, witnesses, and the designated or selected representatives contemplated in this article.

C. The Following Matters Shall Not Be Grievable:

1. The termination of or nonrenewal of the contract of a nontenured psychologist.
2. 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;
3. In matters where the Board is without authority to act;
4. 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 psychologists under provisions of State law.

Article IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all information that is considered a matter of public record.

B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing 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.

Article V

LEAVES OF ABSENCE

A. Sick Leave

1. All psychologists shall be allowed twelve days absence in any school year for personal illness, without deduction of pay, with the accumulation at the rate of one day per month. The number of unused days in any year shall accumulate from year to year, as long as the employment is continuous.
2. When a psychologist retires from the Cherry Hill School District pursuant to the provisions of the teacher Pension and Annuity Fund, such psychologist shall be paid \$30.00 per day for each day of accumulated unused sick leave days, that have been accumulated as a result of employment in the Cherry Hill School District.

B. Temporary Leaves of Absence

All full-time psychologists shall be entitled to the following leaves of absence with pay during each school year.

1. In the event of a death in the immediate family, an allowance up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, or any member of the psychologist's immediate household.
2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the psychologist. This leave may be extended by the use of personal leave provided for in Section B-3.
3. Absence of two (2) days per year may be granted to a psychologist for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.
4. In case of required jury duty, a psychologist shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.
5. In the event of required appearance in a court of law involving no moral turpitude on the part of the psychologist.

C. Maternity Leave

1. Pregnancy alone shall not be grounds for suspension or termination of service.
2. However, pregnancy shall be a valid ground for such suspension or termination if any one of the additional conditions specified also exists:
 - a. a notable and substantial decrease in performance;
 - b. the failure of the woman involved to produce a certification from her obstetrician that she is medically able to continue at work;
 - c. the agreement of the Board's physician and the psychologist's physician that she cannot continue without detriment to her own health or the health of the prospective child;
 - d. disagreement between the Board's physician and the psychologist's obstetrician on such ability or inability and reference of the question to an obstetrician engaged at the joint expense of psychologist and Board for final and binding resolution.
3. By reason of her pregnancy, a psychologist shall be granted, at her request, without pay, a leave of absence. Application may be made at any time prior to the expected date of birth and continuing to a reasonable requested date after birth. Following the grant of such a leave to any psychologist, her date of return may be further extended at the discretion of the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause.

However, the Board of Education need not grant or extend the leave of absence of any non-tenured psychologist beyond the end of the contract school year in which that leave is obtained. No tenured or non-tenured psychologist shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return or that a new school year has not begun, except as provided above. This shall not be construed to require the Board to grant tenure to any non-tenured psychologist who would not have been granted tenure in the absence of this provision or to offer a contract for a new school year to any non-tenured psychologist who would not have otherwise been offered such a contract.

D. Other Leaves of Absence

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

Article VI

HOLIDAYS AND VACATIONS

A. Holidays

- A. Psychologists are entitled to the following paid holidays:

New Year's Day
Good Friday
*Day during Easter Recess
Memorial Day
July 4
Labor Day
Thanksgiving Day and day following
Christmas
*Day during Christmas Recess
*One additional day
Two days for attendance at the NJEA Convention

*As coordinated with immediate supervisor.

B. Vacations

1. All twelve month psychologists are entitled to twenty (20) vacation days per contract year, to accrue during the year, to be taken during the subsequent contract year and to be non-cumulative. Scheduling must be approved by the immediate supervisor.

C. Separation from Service

1. A psychologist who is entitled to vacation days and who dies before his contract period is completed shall have payment for his prorated vacation days given to his estate.
2. A psychologist who is entitled to vacation days and who resigns or retires during the contract year shall receive severance pay equal to his prorated vacation days.

Article VII

PROFESSIONAL DEVELOPMENT

Psychologists may make application to their immediate superior for leave to attend professional conventions, conferences and meetings. The Board may, in its discretion, approve such application which may include reimbursable expenses.

Article VIII

MEDICAL PLAN

Psychologists shall continue to be included in the Medical Plan as established by the Board for teaching staff members.

There shall be no duplication of coverage (viz. if psychologist's spouse has a medical plan, either for himself, herself and/or dependents, the Board will not be required to duplicate such coverage).

PRESCRIPTION PLAN

Psychologists shall continue to be included in the Prescription Plan as established by the Board for teaching staff members.

DENTAL PLAN

Psychologists shall continue to be included in the Dental Plan as established by the Board for teaching staff members.

COVERAGE ON LEAVE

Those unit members not covered by the above plans are those on leave of absence, without pay, who are replaced by a full time employee eligible to participate in the plan, except for those members who are on:

1. Maternity leave
2. Medical leave

Article IX

SALARY

Salaries for psychologists for the 1981-83 years shall be as set forth on Schedule A attached hereto and made a part hereof.

Article X

MISCELLANEOUS PROVISIONS

- A. Psychologists required to use their own automobiles in performance of their duties shall be reimbursed at a rate consistent with other employees of the district and approved by their appropriate supervisor.
- B. Psychologists shall have input in the establishment of work assignments for the next school year or changes in work assignments during the school year. This input shall be through meetings with the appropriate supervisor. This input shall not be interpreted as limiting in any way the administration's prerogative to make final decisions regarding work assignments.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XI

BOARD'S FUNCTION

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

Article XII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983, subject to the Association's right to negotiate over a successive agreement as provided in ARTICLE II. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents and Secretaries, this
20th day of May, 1981.

CHERRY HILL ASSOCIATION OF SCHOOL PSYCHOLOGISTS

By: Michael Sclatena President

Attest: Lewis Meltzer Secretary

CHERRY HILL BOARD OF EDUCATION .

By: Sylvia Musher President

Attest: James F. Welch Secretary

CHERRY HILL ASSOCIATION OF SCHOOL PSYCHOLOGISTS
SCHEDULE A - SALARIES

1981-82 (7/1/81 - 6/30/82)

and

1982-83 (7/1/82 - 6/30/83)

| NAME | SALARY 1981-82 | SALARY 1982-83 |
|-------------------|-------------------|-------------------|
| Falk, Libby | \$30,473 | \$33,181 |
| Flynn, Andrew | 31,531 | 34,239 |
| Jackson, Ronald | 27,473 | 30,181 |
| Meltzer, Lewis | 30,221 | 32,929 |
| Salatino, Mildred | 30,786 | 33,494 |