

7-001
THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

July 1, 1976 - June 30, 1977

Between

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

and

EDUCATIONAL AIDES OF CHERRY HILL
ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

NOV 15 1977

RUTGERS UNIVERSITY

P R E A M B L E

This Agreement effective the First day of July, 1976, between the Board of Education of the Township of Cherry Hill, Camden County, New Jersey, hereinafter called the "Board", and the Educational Aides of Cherry Hill Association, hereinafter called the "Association".

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill Township School District is their mutual aim, and

WHEREAS, The parties hereto have rights and obligations pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, and

WHEREAS, The parties having reached certain understandings desire to confirm this agreement as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for general aides, supervisor aides, over-sized class aides and program aides, but excluding all substitute aides, employed or to be employed by the Board.

B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of aides' employment. Negotiations shall begin in accordance with the rules and regulations of P.E.R.C.
- B. During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. 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, provided however, all final proposals are subject to approval by Association and Board.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. DEFINITION
The term "grievance" means a complaint that there has been an improper application, interpretation or violation of any term or provision of this contract.
- B. PROCEDURE
1. A grievance may be filed by an individual aide, a group of aides 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 at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that aides 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 have been fully determined.

4. A grievance which involves a question of salary shall be filed in duplicate. One copy shall be presented to the principal involved and the other shall be filed with the Administrative Assistant for Personnel.

5. Except for group, class or policy grievances which shall be initiated by the Association at the Superintendent's level, any aide who has a grievance shall discuss it first with her principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level.

6. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, she may within five (5) school days of the discussion, set forth the grievance in writing to the principal, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of previous discussions; and
- d. her dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the grievant within five (5) school days of receipt of the written grievance.

7. The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her 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) school days. The Superintendent shall communicate his decision in writing to the grievant and the principal.

8. If the grievance is not resolved to the grievant's satisfaction, she, no later than five (5) school days after 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 of Schools, 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 shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

9. Notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) days after the receipt of the decision which is being appealed. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual aide or a group of aides. Said arbitration shall be advisory only and shall be conducted under the rules of the American Arbitration Association.

10. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award.

11. Rights of aides to representation.

- a. Any grievant may be represented at all stages of the grievance procedure by herself, or, at her option, by a representative selected or approved by the Association.
- b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, 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.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting the grievance and shall receive a copy of all decisions rendered.

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

C. COSTS

1. Each party will bear the total cost incurred by themselves.

2. All other costs and expenses will be shared equally by the two parties.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any aide in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any aide with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Association and its affiliates, her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The hourly rate of aides shall not be reduced without just cause and any such reduction shall not be subject to the grievance procedure.

C. Whenever any aide is required to or given the opportunity to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that aide, then she and the Association shall be given prior written notice of the reasons for such meeting or interview, and the employee shall have the right to have a representative of her choosing present at such meeting.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to Association, in response to reasonable requests from time to time, information that is considered to be a matter of public record.
- B. Representatives of the Association, Camden County Education Association, the New Jersey Education Association, and the National Education 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. Such representatives shall notify and receive the approval of the principal for their presence on school property.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Use of the buildings shall be arranged according to current Board policy then in effect.
- D. 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.
- E. The Association shall have the right to use inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The Board assumes no responsibility for delivery.
- F. 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 aides, as defined in the unit, and to no other organizations, so long as this Agreement is in existence.

ARTICLE VI

LEAVES OF ABSENCE

- A. SICK LEAVE
1. As of September 1, 1976, all employees shall be entitled

to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

B. MATERNITY LEAVE

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

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

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

3. In no event shall any such leave be granted beyond the end of the contract year in which leave is requested to commence.

4. A pregnant employee may continue her employment with the district so long as her physician certifies to the Board that she is medically able to continue to perform her duties. In the event there is any question concerning her ability to continue to perform her duties, the Board shall have the right to have the employee examined by a physician designated by the Board. If there is a difference of medical opinion between employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or if no such agreement can be reached, by the Camden County Medical Society, shall be dispositive of the issue. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.

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

D. For each period of absence, an employee will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absence and type of leave involved.

E. Upon return from leave granted pursuant to this article, an employee will be placed on the salary schedule at the level she had attained at the time the leave was granted, unless she has worked for a period exceeding five (5) months in the school year in which leave was granted, in which event the employee will be placed on the next higher level of the salary schedule. Unused accumulated sick leave shall be restored to an employee upon her return from her leave of absence granted pursuant to this article.

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

G. FUNERAL LEAVE

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) days. All such absences shall be approved by the employee's immediate supervisor.

2. For the purposes of this action, "immediate family" shall mean husband, wife, father, mother, child, sister, brother, step-parent, grand parent, mother-in-law, father-in-law. The term "employee" shall mean all employees working twenty (20) hours a week or greater.

ARTICLE VII

JOB SECURITY

A. In the event there is a reduction in force, those employees employed twenty (20) hours per week or more who are laid off will be placed on a reduction list, to be established by the Board, in order of seniority. Employees laid off during the school year will remain on said list until the first day of class of the following school year. Those laid off after the last day of classes in June will remain on the list until the next following January 2. Those employees on the reduction list during the 1975-76 school year shall be removed from said list on June 30, 1976.

B. Those employees on the reduction list will be considered for reemployment to fill openings for which the Board, in its sole discretion, believes the employee to be qualified. Where two or more employees are deemed to possess equal qualifications and skills, the most senior employee will be given primary consideration for reemployment.

C. Consideration for reemployment is not a guarantee of reemployment and shall not preclude the Board from hiring an individual whose name does not appear on said reduction list in its discretion.

D. In the event an opening shall occur in any school, the principal of that school shall have the option to offer said extra hours to existing aides in that school where said aides are qualified; or to offer said opening pursuant to paragraphs A through C above.

E. The Superintendent or her designee shall give at least ten (10) days written notice of employee openings of 20 or more hours per week to the Association building representative in each schoolhouse.

F. In no event shall any employee be eligible for an inter-school transfer for the same position during the school year where the position is for the equivalent or fewer hours presently worked by the aide.

ARTICLE VIII

NOTIFICATION

Every effort will be made to give notice of future employment status by June 30th of the school year.

ARTICLE IX

OTHER BENEFITS

A. The Board of Education will continue to provide, at no cost to the employee, for the ten (10) month work year Blue Cross, Blue Shield (New Jersey Public Employees Hospital Plan), 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. The Board will provide the employee with a bill or statement for the summer months.

B. No aide shall be required to take more than an hour lunch break. Said lunch break shall be without pay.

ARTICLE X

DEDUCTION FROM SALARY

Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the Educational Aides Association of Cherry Hill, the New Jersey Education Association, or any one or any combination of such Associations as said employees individually and voluntarily

authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Educational Aides Association of Cherry Hill. The person designated shall disburse such monies to the appropriate Association or Associations.

ARTICLE XI

SALARY

The salary of each employee covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part hereof. Employees hired after February 1, 1976 shall not receive any increase for the period covered by this contract.

ARTICLE XII

PROTECTION OF EMPLOYEES

A. In the event any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of her duties for the Board, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such employee from any financial loss resulting therefrom. (N.J.S.A. 18A:16-6).

B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of her duties for the Board, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse her for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. (N.J.S.A. 18A:16-6.1).

C. Whenever any employee is absent from her post or duty as a result of a personal injury caused by an accident arising out of and in the course of her employment with the Board, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without

having such absence charged to the annual sick leave or the accumulated sick leave provided for herein. Salary or wage payments as provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability. (N.J.S.A. 18A:30-2.1).

D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

E. Such notification shall be immediately forwarded to the Superintendent or his designee 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 XIII

MISCELLANEOUS

A. Nondiscrimination

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

B. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Severability

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.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 1155 Marlkress Road, Cherry Hill, New Jersey 08003.
2. If by Board, to Association c/o President, Sandra Segal, 405 Cornwall Road, Cherry Hill, New Jersey 08034.

ARTICLE XIV

DURATION

This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977, subject to the Association right to negotiate over a successor 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 have hereunto caused these presents to be executed by their appropriate officers on this day of September 21, 1976.

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

By: *Wm. J. Strudwick*
Vice President

ATTEST:

[Signature]
Secretary

EDUCATIONAL AIDES OF CHERRY
HILL ASSOCIATION

By: *[Signature]*
President

ATTEST:

Carol Lakoff
Secretary

SCHEDULE A

<u>Years of Service</u>	<u>Hourly Rate</u>
0	\$2.20
1	2.25
2	2.50
3	2.75
4	3.00
5	3.25
6	3.50
7	3.75
8	4.00
9	4.10

Effective January 1, 1977, the hourly rate for employees with 0-1 year of service shall be increased to \$2.30 per hour.