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NOT CIRCULATE

AGREEMENT

1975 - 1977

BETWEEN

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF CHERRY HILL

AND

THE COMMUNICATION WORKERS OF AMERICA,

AFL-CIO

(CAFETERIA EMPLOYEES)

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RUTGERS UNIVERSITY

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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 Union as the exclusive bargaining agency within the purview of the Chapter 303 of the Laws of 1968 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 monthly Union dues. 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.

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 School Business Administrator within three (3) working days. The School Business Administrator 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 School Business Administrator 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 employee or representative of the local is not satisfied with the written answer resulting from the preceding step, the representative of the local shall, within three (3) working days following the receipt of the written answer, submit to the School Business Administrator a written

request to refer the grievance to arbitration before an arbitrator from within the American Arbitration Association, who has been mutually agreed upon.

D. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

E. 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.

F. 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. The cost of any transcript shall be borne solely by the party requesting it.

G. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

H. 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 affecting said employee.

I. Where a procedure for the final disposition of any such grievance is prescribed by law or by rules or regulations of the Commissioner of Education or the State Board of Education such method of review shall be the only remedy for such grievance.

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 seventy-five (75) 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 six 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 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 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

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

the end of the contract year in which leave is requested to commence for non-tenure employees;

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

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

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

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

(c) If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and

the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the employee involved.

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

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

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

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

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

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

B. 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, pro rated 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 thirty (30) years or more continuous employment in Cherry Hill School District, such employee shall be paid \$6.00 per day of each day of accumulated unused sick leave. Such payment shall not be made in the event of early retirement or cessation of employment due to death.

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. Each employee who meets the qualifications enumerated below and is absent because of personal illness, shall be paid, up to an additional two (2) weeks salary at half pay. The qualifications for said payment are as follows:

- a) Employee must have exhausted all current and accumulated sick leave.
- b) The benefit shall be a yearly benefit, shall be noncumulative and shall be effective as of the anniversary date of the fifth year of employment.

- c) There shall be a qualification period of five (5) consecutive work days of sickness for which period no payment shall be made, provided however, that regular accumulated sick leave days (for which payment shall be made) may be utilized in establishing said qualification period.
- d) The physician's certificate required by paragraph 4 above shall be filed with the Administration.

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

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) days. 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, step-parent, grandparent, mother-in-law and father-in-law.

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 for good and sufficient personal reasons, after reasonable notice to the Board, for a period not to exceed three (3) months, during which time 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 permission, his 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 five (5) 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-five (35) hours. Work days shall be exclusive of lunch periods which shall be optional with the employees and without pay. Part-time employees shall work such hours as required by their immediate supervisor.

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.

ARTICLE IX

BLUE CROSS & BLUE SHIELD

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.

ARTICLE X

WAGES

A. Effective September 1, 1975, 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 for a period in excess of one work day, he/she shall be paid the higher rate of pay for work done on such job after one day. When an employee is temporarily transferred to a job calling for a lower rate of pay, he shall be paid the rate of his normal job.

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 to be maintained and laundered by the employee.

B. Replacement 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.

ARTICLE XIV

OVERTIME PAY

A. All hours worked in excess of thirty-two (32) hours by cafeteria workers, and in excess of thirty-seven (37) hours by satellite kitchen workers in any week, 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.

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 September 1, 1975 and continue in effect, except as otherwise noted, until June 30, 1977 with negotiations to be reopened as to wages only for the period of September 1976-June 1977 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, 1976, 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.

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

By: Sidney Ruby
Sidney Ruby, President

COMMUNICATIONS WORKERS OF AMERICA

By: Gloria Williams
Gloria Williams

Ruth Pagen

Catherine R. Roche

Margaret H. Volk

Sue Yacovitch

Witness:

[Signature]

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, 1975 to June 30, 1976

	<u>New Employees</u>		<u>After 1 Yr.</u>		<u>2-5 Years</u>
GRADE I	\$2520))	
GRADE II	\$2710)	\$245)	\$275
GRADE III	\$2900))	
	<u>6-10 Years</u>		<u>11-14 Years</u>		<u>15 Years and Over</u>
	\$ 305		\$340		\$365

Effective September 1, 1976 to June 30, 1977 Negotiations to be reopened as to wages only.

NOTES:

(1) Wage increases for part-time employees to be pro-rated by 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 period ending the previous Friday. All checks will be in envelopes and be made in forty (40) equal payments less appropriate deductions and adjustments.

Ms. Gloria Williams
Negotiator, Communications Workers
of America
AFL-CIO
355 Chestnut Street
Union, New Jersey 07083

Dear Ms. Williams:

During the course of the negotiations of the current Cherry Hill Township Board of Education Collective Bargaining Agreement with your Union, several understandings were reached which were to be embodied in a "side letter". The purpose of this letter is to set forth those understandings.

1. In the month of September, 1976, Management and Union representatives will study workloads and manpower needs in each cafeteria with the intent of determining the need for hiring additional personnel for those cafeterias where workload or overtime load indicates. When the need is established such additional personnel will be hired.

2. In the event that the Legislature of the State of New Jersey passes a bill and the Governor approves the same or, a bill is enacted into law over a veto, providing that Agency Shop provisions in public employment contracts are legally enforceable, or the Supreme Court of New Jersey so interprets existing statutes that Agency Shop provisions in public employment contracts are legally enforceable; then, in that event, the parties to this contract shall execute an agreement, amending this contract to include an agency shop provision.

Very truly yours,

CHERRY HILL BOARD OF EDUCATION

By: 

KENNETH D. ROTH
Chief Negotiator

KDR:lc

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