

AGREEMENT

X JULY 1, 1981 - June 30, 1983

BETWEEN

THE BOARD OF EDUCATION

OF

THE TOWNSHIP OF CHERRY HILL Township Board of Education

AND

THE CHERRY HILL SUPPORTIVE STAFF ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

MAR 30 1982

RUTGERS UNIVERSITY

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AGREEMENT

THIS AGREEMENT has been entered into this 25 day of September, 1981 by and between the Board of Education of the Township of Cherry Hill hereinafter called the "Board", and the Cherry Hill Supportive Staff Association hereinafter called the "Association".

ARTICLE I

PURPOSE

The Board and the Association 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 III

RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent with the purview of Chapter 123 of the Laws of 1974 as amended and supplemented, with respect to terms and conditions of employment for a unit of non-professional employees consisting of elementary head custodians, janitors, stock clerks, groundskeeper, crew leader, warehouse person, head groundskeeper, shift foreman, senior maintenance person, cafeteria-janitors, maintenance person, utility person, maintenance helper, grounds crew leader, maintenance assistant, and inter-school messengers; excluding head custodians at the high schools and junior high schools, engineers, cafeteria workers, printers, security men, special police and transportation workers - [drivers and mechanics], supervisory and clerical employees.

ARTICLE V  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.

2. Aggrieved person

An "Aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "Party in interest" is the person or persons making the claim including the Association or the Board.

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.

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 - principal or immediate supervisor

An employee with a grievance shall first discuss it with the elementary school principal or immediate supervisor within ten (10) school days, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) 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 his option, by a representative(s) selected by himself or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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 School Business Administrator directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written decisions

All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and

ARTICLE VI

SENIORITY

- A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.
- B. All employees shall be considered as probationary employees for the first sixty (60) 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 upon request but not more than three (3) times in a contract year.
- 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. In the event of a lay-off, an employee's employment status shall cease immediately upon lay-off, however, seniority shall not be lost except in case of continuous lay-off for a period exceeding nine (9) 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,



- G. Employees may be recalled to work from lay-off 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. 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 employee from the next lower rated job title who had bid for the opening and who has the requisite qualifications and ability to perform the work. Where, in the 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 a request is to be granted, it will be granted on the basis of the most senior qualified 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 employees as the needs of the school system require.
- K. It is recognized that seniority is only one criteria to be considered by the Board. The Board retains all authority and discretion allowed by law with respect to reductions in force, recall from lay-offs, transfers and promotion of employees.

B. Personal Illness

1. An employee shall be allowed twelve (12) days' absence in any contract year for personal illness, without deduction of pay.

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 twelve (12) 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.
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 in 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, may be paid, upon application to the Board, 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 non-cumulative 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.

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 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 with pay in any contract year to attend to personal business.
2. Requests for such absence must be filed five (5) days in advance with the Supervisor of Building and Grounds or his designee, and on a form prescribed by the Board, except in the case of medical emergency as orally approved by the Building Principal.

G. Association Conferences and Conventions

The Board agrees to allocate not more than ten (10) working days with pay per school fiscal year in aggregate, to delegates chosen by the Association to attend bonafide Association conferences and conventions. Any employee for whom the Association 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 Association.

- H. Any employee who must leave work due to an emergency and who has worked four (4) hours or less shall be paid for the full day but shall have 1/2 day charged against sick days. Employees who have worked more than four (4) hours shall be paid for the full day.

For the purpose of this paragraph, emergency shall mean accident or illness of a member of the employee's immediate family requiring hospitalization or medical care. The Board may condition payment as outlined above upon submission of such proof as the Board may require.

ARTICLE VIII

WORK ASSIGNMENT

- A. All work shall be assigned to employees by their immediate supervisor (viz. shift foreman, head custodian, Supervisor of Buildings and Grounds or his designee). The Association recognizes that the school principal is individually responsible for the operation of the school. In the case of emergency or when immediate action is required, employees may be given work assignments by any superior within the employee's job jurisdiction.
  
- B. Employees who utilize their own motor vehicles on official school business shall be reimbursed at the rate established from time to time by Board policy provided they submit a proper voucher and subject to the approval of the Supervisor of Buildings and Grounds.

- C. Employees shall be paid vacation pay before the start of their vacation.
- D. Vacation time off shall be taken in units of full weeks, except that those employees entitled to more than two (2) weeks' vacation may schedule one week of vacation in days provided one week's notice is given to the Building Administrator.
- E. Employees shall be permitted to take their vacation to which eligible, any time during the ensuing twelve (12) month period after it is earned. Scheduling of vacations shall be subject to the manpower requirements of the school system.
- F. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.
- G. If an employee is unable to take his vacation as scheduled, due to illness or disability, and such illness or disability occurs prior to the employee's scheduled vacation, the employee's vacation will be re-scheduled.
- H. Should an employee become ill or disabled during the course of his scheduled vacation, such portion of his vacation shall be deemed to be sick time, provided he has accumulated sick leave equal to or in excess of such time, and the remainder of his vacation shall be re-scheduled provided:
  - 1. The employee notifies the Board immediately of his illness or disability, and
  - 2. The illness or disability is verified by a competent Doctor's certificate.

ARTICLE XI

MEDICAL INSURANCE

- A. The Board will provide New Jersey Blue Cross and Blue Shield coverage or equal coverage for the employees and their dependents at no cost to the employee. Such benefits are set forth in the booklet entitled "HEALTH BENEFITS FOR NEW JERSEY PUBLIC AND SCHOOL EMPLOYEES." A copy of said booklet has been furnished by the Board to all employees.

Effective December 1, 1981, the Board shall provide to the employee and dependants, at no cost to the employee the following medical and hospitalization coverages:

1. Blue Cross: Expanded/23, Rider J 365/365, \$400 X-ray and lab, non-member rider;
2. Blue Shield: UCR/23, Rider J 365/365, \$400 X-ray and lab;
3. Major Medical: Family \$100 aggregate deductible calendar year;
4. Catastrophic: 80% to first \$2,000 then 100% unlimited.

All other terms, conditions and restrictions are as contained in the contracts in the possession of the parties.

- B. The prescription drug program established by the Board for unit members and their dependents is to be continued. The cost of said program to the Board shall not exceed One Hundred Forty-Two Dollars (\$142.00) per unit member and dependents for the 1981-82 contract year.
- C. The Board will provide a Dental Insurance Plan, as agreed to by the Association at a cost not to exceed \$195.00 per employee for the 1981-82 contract year.
- D. Effective July 1, 1982, the Board shall place \$125 per employee into a fund to pay the cost of increased premiums for the prescription drug and dental insurance plans outlined above. If the increased premium cost is less than \$125 per employee, the balance in the fund will be added to each employee's salary. In the event premiums increase by more than \$125 per employee, the employee will pay the difference by payroll deduction.
- E. Eligibility for enrollment, coverages and benefits are subject to the terms and conditions set forth in the master contracts

ARTICLE XII

WAGES

- A. Effective July 1, 1981, each employee employed on June 30, 1981, shall receive an increase of \$1045 added to their existing salary and rounded to the nearest whole dollar. All employees hired after June 30, 1981, shall receive the following starting rates:

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
\$9,435	\$10,035	\$10,635	\$10,935

Effective July 1, 1982, each employee employed on June 30, 1982, shall receive an increase of \$1,050.00. All employees hired after June 30, 1982, shall receive the following starting rate:

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
\$9,960	\$10,560	\$11,160	\$11,460

- B. When an employee is temporarily transferred to a job calling for a higher rate of pay for a period in excess of eight (8) hours, he shall be paid the higher rate of pay for all work done on such job. 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.
- C. Employees who are temporarily assigned to act as High School Head Custodian or High School Engineer shall receive an additional thirty-five cents (\$.35) per hour over and above their present hourly rate for the time spent on said higher nonbargaining unit work.

ARTICLE XIV

EFFECTIVE LAWS

If any provision of this Agreement or if the application of any provision of this Agreement is 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 of this Agreement shall continue in full force and effect.



ARTICLE XVI

CALL-IN PAY

- A. When an employee is called into work during his non-working hours, without advance notification, this shall constitute a CALL-IN.
- B. When an employee is notified during his working hours to report to work during his non-working hours, or when an employee is scheduled in advance to work an assignment outside of his normal tour of duty, this shall not be considered a CALL-IN, but an overtime assignment.
- C. An employee called in to work shall be paid a minimum of two (2) hours' pay at his normal rate of pay, the overtime and premium rates where applicable.

ARTICLE XVIII

OVERTIME AND PREMIUM PAY

- A. All hours worked in excess of eight (8) hours or in excess of seven and one-half (7 1/2) hours, where applicable, in any one day, or in excess of forty (40) hours, or in excess of thirty-seven and one-half (37 1/2) hours, where applicable, in any week, shall be paid for at the rate of time and one-half (1 1/2) of the employee's basic hourly rate of pay.
- B. All hours worked on a Saturday shall be paid for at a rate of time and one-half (1 1/2) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has not worked 40 hours in a given week, for reasons other than sickness or any other excused time covered by any article contained in this Agreement, Sunday, 12:01 a.m. to the end of his shift on Friday of that week shall not qualify for overtime seniority rotation.
- C. All hours worked on Sunday or on an observed holiday shall be paid for at the rate of double time (2X) of the employee's basic hourly rate, except that for purposes of overtime scheduling an employee who has absented himself, for reasons other than sickness or any other excused time covered by any article contained in this Agreement from his post during the week in which the holiday occurs or the week prior to the Sunday on which work is required shall forfeit his right to overtime seniority rotation.
- D. Payment for all overtime worked shall be paid for not later than the close of the next following pay period.

ARTICLE XX

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Cherry Hill Supportive Staff Association, the Camden County Education Association, 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 (N.J.S.A. 52:14-15.9e) 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 Cherry Hill Supportive Staff Association by the last day of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XXII

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 School Business Administrator 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 an 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 individual of his choosing.
- G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

ARTICLE XXIV

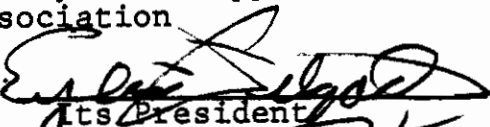
DURATION OF AGREEMENT

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 successor Agreement as provided in ARTICLE IV. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

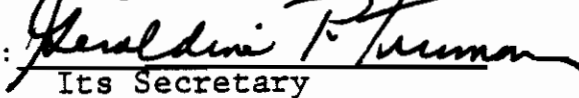
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

Cherry Hill Supportive Staff  
Association

By:

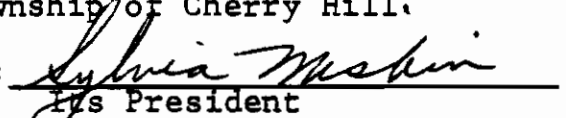
  
Its President

By:

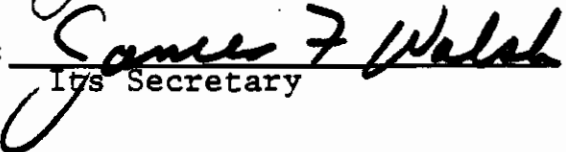
  
Its Secretary

The Board of Education of the  
Township of Cherry Hill,

BY:

  
Its President

By:

  
Its Secretary

- (5) Any employee covered by this Agreement who is presently classified as a Bus Driver-Janitor, shall for the remainder of his employment, suffer no loss of wages by reason of phasing out of said job classification, but shall be paid at Grade II of the salary schedule; further, no employee presently covered by this Agreement shall be voluntarily transferred into said classification.
- (6) Employee's paychecks shall be placed in an envelope before delivery to them.
- (7) The senior maintenance man assigned to clean boilers and set bearings shall receive an additional stipend of Three Hundred Dollars (\$300.00).

LAW OFFICES  
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TELECOPIER  
609-667-7434

JOHN S. FIELDS  
(1938-1979)

Eulisis Delgado, President CHSSA  
Cherry Hill Township Board of Education  
Administration Building, Maintenance Department  
1155 Marlkress Road  
Cherry Hill, New Jersey

Dear Mr. Delgado:

During the course of the negotiations of the current Cherry Hill Township Board of Education Collective Negotiations Agreement with your Association, 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. Deduction which are made for time off without pay shall be made on the basis of the employee's standard hourly rate.
2. When school is closed because of weather, all employees who, in the Board's opinion, make reasonable efforts to report to work considering road and traffic conditions, and who actually report to work shall not be docked for the time that they are late.
3. The Board and the Association representatives will form a joint committee to study the problem of job descriptions.
4. The Association agrees to supply the Board with the names of its officers and shop stewards and the schools to which said stewards are assigned. Where stewards are responsible for more than one school, stewards will be assigned to schools within the same geographic area. Only those persons whose names shall appear on the aforementioned list shall be