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AGREEMENT

X 1979 - 1982

BETWEEN

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF CHERRY HILL *Board of Education*

AND

THE COMMUNICATION WORKERS OF AMERICA,

AFL-CIO

(CAFETERIA EMPLOYEES)

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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 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. This authorization shall remain in effect unless terminated upon written notice by the employee or termination of employment of the employee.

D. 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.

E. 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 as to grievances alleging a violation of or improper application or interpretation of the terms of this Agreement. The cost of any transcript shall be borne solely by the party requesting it.

F. 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, Board policies or administrative decisions affecting said employee.

The arbitrator shall not have the power to alter, amend or revise any provisions of this Agreement. Any grievance concerning the interpretation, application, or alleged violation of Board policies or administrative decisions affecting terms and conditions of employment, shall be subject to advisory arbitration only. The arbitrator shall not have any jurisdiction to

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 sixty (60) workings 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.

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/her 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

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.

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.

(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

(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

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.

7. The Board, upon request, will supply each member of the unit, by October 1, an accounting of unused accumulated sick days as of the close of the previous school year.

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

Board meeting. Said applications shall be made in writing and responded to in writing by the Board. During said leave of absence, 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 approval, the employee's 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, 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 request must present to the Board

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 IX

BLUE CROSS & BLUE SHIELD

A. The Board of Education will continue to provide, at no cost to the employee, 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.

B. The Board of Education will continue to provide prescription drug coverage for twenty (20) hour employees and their dependents.

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 XIII

UNIFORMS

A. The Board shall furnish each employee upon the completion of one (1) year of service three (3) uniforms consisting of white pantsuit or dress and two (2) aprons to be maintained and laundered by the employee. Aprons will be supplied beginning September, 1978.

B. Replacement of 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 XV

TERM OF CONTRACT

This Agreement shall become effective September 1, 1979 and continue in effect, except as otherwise noted, until June 30, 1982 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, 1981, 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

James F. Walsh
Secretary

Leonard Wollock
President

COMMUNICATIONS WORKERS OF AMERICA

By: Gloria Wilkins

Johnne Schmidt
Catherine R. Roche
Ruth Dreyer

Witness:

Daniel A. Perwan
4/21/80

plan mutually agreed upon by the parties, the cost of said plan will be deducted from the wage increases above. Any such plan, if agreed upon will be implemented not earlier than September 1, 1980 provided the Board is given sufficient advanced notice.

- (2) Wage increases for part-time employees to be pro-rated by number of hours worked.
- (3) 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.
- (4) All employees covered by this Agreement shall receive their pay every Friday during the school year for the pay periods ending the previous Friday. All checks will be in envelopes and be paid in forty (40) equal payments less appropriate deductions and adjustments.