

1993

AGREEMENT

JULY 1, 1992 - June 30, 1995

BETWEEN

THE BOARD OF EDUCATION

OF

THE TOWNSHIP OF CHERRY HILL

AND

THE CHERRY HILL SUPPORTIVE STAFF ASSOCIATION

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AGREEMENT

THIS AGREEMENT has been entered into this 25th day of January, 1993 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 II

PREAMBLE

WHEREAS, the Board of Education of the Township of Cherry Hill and the majority representative of the employees bargaining unit are required by law to negotiate as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto through negotiations in good faith have reached agreement on certain matters;

NOW THEREFORE, their agreements with regard to such matters are hereby reduced to writing as required by law:

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, high school stock clerks, high school stock clerks-athletics, groundskeeper, crew leader, warehouse person, shift foreman, senior maintenance person, cafeteria-janitors, maintenance person, utility person, maintenance helper, grounds crew leader, maintenance assistant, transportation mechanics, utility mechanics, senior mechanics and inter-school messengers; excluding head custodians at the high schools and junior high schools, engineers, cafeteria workers, printers, security men, special police and bus drivers, supervisory and clerical employees.

ARTICLE IV

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than September 15 of the year preceding the expiration of this agreement, upon request of the Association, the Board agrees to commence negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties upon approval and ratification by the Board and the Association.

- B. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

- 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 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.

3. Level Two - General Supervisor

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association, within five (5) school days after the decision at Level One or fifteen (15) school days after grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the General Supervisor.

4. Level Three - Assistant Superintendent Business/Board Secretary

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the General Supervisor, he may, within five (5) school days after a decision by the General Supervisor or fifteen (15) school days after the grievance was delivered to the General Supervisor, whichever is sooner, the aggrieved person or the Association may submit its grievance to the Assistant Superintendent Business/Board Secretary.

5. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Assistant Superintendent Business/ Board Secretary, he may, within five (5) school days after a decision by the Assistant Superintendent Business/Board Secretary or twenty (20) school days after the grievance was delivered to the Assistant Superintendent Business/Board Secretary, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by the American Arbitration Association within fifteen (15) school days after receipt of a request by the aggrieved person. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

(b) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth

his findings of fact, reasoning and conclusions 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 the reasons therefore and shall be transmitted

promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 5(b) of this ARTICLE.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the School Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

5. Upon the occurrence of a grievable event, the employee shall continue to perform as required by his supervisor and then commence the grievance procedure.

6. The following matters shall not be arbitrable:

(a) The failure or refusal of the Board to renew a contract of an employee;

(b) In matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;

(c) In matters where the Board is without authority to act;

(d) In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion a further review of the Board's action is available to employees under provisions of State Law.

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, 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 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 Association 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 may displace, in his same grade level, an employee with less seniority in the job title that the displacing employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee placed in a lower grade shall be paid according to the salary guide for the grade level and job title actually worked. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.
- 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 promotional job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting an employee from the next lower rated job title who had bid for the opening and who has, in the Board's sole discretion, 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 given preference.

- J. When a lateral 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 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 for a period of two months. Nothing herein shall be construed to limit the right of the Board to 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.

ARTICLE VII

LEAVES OF ABSENCE

A. 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. In the event there is any question concerning her ability to continue to perform her duties the Board may require a medical certification from her physician that she is medically able 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.

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 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 certification required by Paragraph 4 above shall be filed with the Administration.
6. Employees who are absent due to personal illness shall call their immediate supervisor or his designee within one-half hour before they are scheduled to begin work and advise him

of the illness and expected date of return. No further communication from the employee is required unless he cannot return to work on the date given, in which case the employee shall notify his immediate supervisor of the new expected date of return.

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) consecutive work 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, stepchild, sister, brother, mother-in-law, father-in-law, or any member of the employee's immediate household.
3. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee. This leave may be extended by the use of personal leave provided for in subparagraph F hereof on an emergent basis.
4. The Board may require proof of death such as an obituary notice or death certificate as a condition for payment of salary for such leave.

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 is required to be in attendance in court in an amount equal to the difference between his regular pay and his jury pay.
2. When an employee is called for jury service, he shall be excused from work on the days when he 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 is not an adversary action between the Board and the employee, he shall receive his regular pay for time so spent in court.
4. Each employee requiring time off for jury duty or court appearance shall notify his immediate superior as soon as possible of the day or days involved.

E. Leave for Cause

1. 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 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.
2. Except in emergencies, reasonable notice shall mean notice given prior to the First Monday of the month preceding the month in which the leave is to commence.

F. Personal Business

An employee shall be granted two (2) days' leave with pay in any contract year to attend to personal business.

Requests for such absence must be filed five (5) days in advance with the immediate supervisor 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 a number of working days not to exceed ten percent (10%) of the number of members in the unit plus four (4) days with pay per school fiscal year in aggregate, to delegates chosen by the Association to attend bona fide 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.

I. When an employee retires pursuant to the rules and regulations of the Public Employee Retirement System or the Teachers Pension and Annuity Fund, such employee shall be paid for each day of accumulated unused sick leave in accordance with the following schedule:

<u>Year</u>	<u>Up to and in- cluding 5 years of Employment</u>	<u>From 6 years and including the 10th year of Employment</u>	<u>From 11 years and including the 15th year of Employment</u>	<u>After 15 years of Employment</u>
1992-1993	\$22	\$23	\$24	\$25
1993-1994	\$23	\$24	\$25	\$26
1994-1995	\$24	\$25	\$26	\$27

If termination of employment is due to death, the employee's estate shall receive such pay.

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.

ARTICLE IX

HOLIDAYS AND VACATIONS

Holidays

The following paid holidays shall be in effect for all employees covered by this Agreement:

- | | |
|----------------------------------|------------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. Good Friday | 9. Day after Thanksgiving Day |
| *4. One day during Easter week | 10. Christmas Day |
| 5. Memorial Day | *11. One day during Christmas week |
| 6. July 4th | *12. Day of Employee's choice |

*when school is closed in accordance with the school calendar and coordinated with the building administrator.

Vacations

A. Employees shall be entitled to paid vacations in accordance with the following schedule:

- | | | |
|---------|---|---|
| 1 week | - | after the completion of six (6) months of service. |
| 2 weeks | - | after the completion of two (2) years of service. |
| 3 weeks | - | after the completion of three (3) years of service. |
| 4 weeks | - | after the completion of thirteen (13) years of service. |

B. Seniority shall prevail in the selection of vacation time off when practicable.

C. Employees shall be paid vacation pay before the start of their vacation, if application for said vacation pay is made at least two (2) weeks in advance using forms provided by the Board.

- D. Vacation time off shall be taken in units of full weeks, except that those employees entitled to three (3) or more weeks' vacation may schedule two (2) weeks of vacation in days provided one (1) week's notice is given to his immediate supervisor or the supervisor's designee.
- 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. Written requests for vacation to be taken during July and August shall be submitted to the immediate supervisor not later than June 1 and the supervisor shall respond within two weeks. Requests for vacations during any other time of year shall be submitted at least two weeks in advance and the supervisor shall respond within one week. Once vacation schedules have been approved by the supervisor, the supervisor may not change the vacation schedule except in the case of an emergency need of the school or the district.
- G. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.
- H. 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.
- I. 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 X

HOURS OF WORK

- A. The regular work week for daytime shift employees shall be forty (40) hours. The regular work week for night time shift employees shall be thirty-seven and one-half (37-1/2) hours.
- B. The normal hours of work shall be as follows:
- 6:00 a.m. to 2:30 p.m. (Mechanics)
 - 7:00 a.m. to 3:30 p.m.
 - 7:30 a.m. to 4:00 p.m.
 - 8:00 a.m. to 4:30 p.m.
 - 9:00 a.m. to 5:30 p.m. (High School Stock Clerks-Athletics)
 - 4:00 p.m. to 12:00 midnight
 - 12:00 midnight to 8:00 a.m.
- C. In the event a groundskeeper is temporarily transferred to night work, such transfer shall not exceed fifteen (15) consecutive work days.
- D. The work week for all employees shall be scheduled by their respective Supervisors.

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 a booklet provided by the insurance companies. A copy of said booklet has been furnished by the Board to all employees.

The Board shall provide to the employee and dependents, 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.

The above coverages shall apply to employees (and dependents) hired prior to July 1, 1991. For employees hired by the Board on and after July 1, 1991, the medical insurance coverages provided by the Board for such employees and dependents shall be the Medallion Plan of N.J. Blue Cross and Blue Shield.

- B. The prescription drug program established by the Board for unit members and their dependents is to be continued, except that effective thirty (30) days after execution of this Contract such plan shall be a \$5 co-pay plan for all employees rather than a \$2 co-pay plan.
- C. The Dental Insurance Program established by the Board for unit members and their dependents is to be continued.
- D. Eligibility for enrollment, coverages and benefits are subject to the terms and conditions set forth in the master contracts of insurance or policies issued by the insurance carriers. The Board assumes no liability or obligation for the same by making the insurance available to the employees or by paying the premiums thereon.

ARTICLE XII

WAGES

- A. Effective July 1, 1992, each employee employed on June 30, 1992, shall receive an increase of 5%* added to their existing salary and rounded to the nearest dollar. All employees hired after June 30, 1992, shall receive the following starting rates:

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
\$16,670	\$17,370	\$18,207	\$18,623

Effective July 1, 1993, each employee employed on June 30, 1993, shall receive an increase of 5.25%* added to their existing salary and rounded to the nearest whole dollar. All employees hired after June 30, 1993, shall receive the following starting rate:

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
\$17,545	\$18,282	\$19,163	\$19,601

Effective July 1, 1994, each employee employed on June 30, 1994, shall receive an increase of 5.5%* added to their existing salary and rounded to the nearest whole dollar. All employees hired after June 30, 1994, shall receive the following starting rate:

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
\$18,510	\$19,288	\$20,217	\$20,679

- * These percentages are averaged. The actual salaries and percentages for existing employees are contained on a computer print-out which can be identified by a starting salary of \$16,670 for a Grade I employee for the 1992-93 school year.
- B. When an employee is temporarily transferred to a job calling for a higher rate of pay for a minimum 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. This paragraph shall not apply to the stipends for the possession and/or use of a black seal or better license.
- C. Employees who are temporarily assigned to act as High School Head Custodian or High School Engineer shall receive an additional forty-five cents (\$.45) per hour over and above their present hourly rate for the time spent on said higher nonbargaining unit work.
- D. Deductions which are made for time off without pay shall be made on the basis of the employee's standard hourly rate.

- E. When school is closed because of weather, all employees who, in the opinion of the Board, make reasonable efforts to report to work shall not be docked pay for the time that they are late.

ARTICLE XIII

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 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 XV

UNIFORMS AND TOOLS

- 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. Transportation mechanics shall be issued five (5) uniforms under this section.
- B. Replacement uniforms shall be made available to employees upon requisition by employees and return of clean, used uniforms recognized by the Supervisor of Building and Grounds as unfit for further use. Employees shall sign for all uniforms, tools and keys and shall be responsible for the same and for any other property of the school district. Upon termination of employment with the district for any reason, all tools, uniforms, keys and equipment shall be returned in good condition, reasonable wear and tear excepted, or the cost of the same may be withheld from the employee's pay.

Employees shall not be held financially responsible for loss or theft of tools or keys due to circumstances beyond their control.

- 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 home to the Board's premises.
- D. Protective clothing will be furnished to all employees who are required to work under conditions where such clothing is necessary. Employees shall sign out and sign in for such clothing.

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 XVII

PART-TIME EMPLOYEES

- A. Temporary part-time employees employed by the Board for work shall not be subject to the provisions of this Agreement and shall not acquire any rights hereunder.
- B. The work performed by temporary part-time employees shall be limited to grass cutting, grounds keeping and, during the months of June, July, August and September, warehouse persons.
- C. Temporary part-time employees shall not be assigned to work on Saturdays, Sundays or Holidays and, except as delineated in Paragraph B above, shall not perform work normally performed by regular employees and shall not be utilized for the purpose of circumventing overtime assignments to regular employees.

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.
- E. An overtime rotation schedule will be established for each school, department or area in the district for those employees who volunteer for overtime. The order for each list shall initially be established with the most senior volunteer being first to the least senior being last. As overtime work is available, the Board shall choose from the volunteer overtime list the first available employee who is qualified in the order of rotation. Any employee on this list who refuses an overtime assignment shall be moved to the bottom of the list. In the event an employee accepts an overtime assignment and fails to report for the same without calling in to his supervisor to advise of such absence shall be ineligible for overtime for two (2) rotations.

- F. The Board shall also establish a list of all employees in each school, department or area in order of seniority with the most senior employee first to the least senior employee being last. In the event the Board is unable to secure an employee from the voluntary overtime list in paragraph "E" above, it shall assign said overtime to the least senior qualified employee on the seniority list in order of rotation.

ARTICLE XIX

EVALUATIONS

- A. All employees shall be evaluated and shall receive written evaluation reports at least two times per year.
- B. After each written evaluation, employees will meet with the evaluator within 10 school days to discuss the evaluation report. The employee shall sign the report at the conclusion of the meeting which signature shall not indicate the employee's agreement with the contents of the report. In the event that the employee refuses to sign the report after being requested to do so, the evaluator shall note such refusal on the report.
- C. Any rating on the report below "satisfactory" shall be accompanied by written suggestions for improvement.
- D. Within 10 days of the meeting between the evaluator and the employee, the employee may submit a written response to the evaluation for inclusion in the employee's file.

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 XXI

NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system and the Association shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, representation 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, marital status or union membership.

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 XXIII

MISCELLANEOUS

- A. No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action shall be subject to the grievance procedure.
- B. When an employee is notified that he is to be recommended for suspension without pay or termination of employment for cause, the employee may request, in writing, a meeting with the General Supervisor or his designee.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1995, 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: *Mary Loco*
Its President

By: _____
Its Secretary

The Board of Education of the
Township of Cherry Hill

By: *Donald S. [Signature]*
Its President

By: *Thomas F. [Signature]*
Its Secretary

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EXHIBIT A

GRADE I

Janitor
Grounds Keeper
Cafeteria-Janitor
Messenger
Utility Person
Maintenance Helper
Utility Mechanic

GRADE III

Shift Foreman - Sr. H.S.
Maintenance Person
High School Stock Clerks
High School Stock Clerks-Athletics
Transportation Mechanics
Elementary Head Custodian

GRADE II

Crew Leader
Grounds Crew Leader
Shift Foreman, Jr. H.S.
Maintenance Assistant

GRADE IV

Senior Maintenance Person
Senior Mechanic
Warehouse/Inventory Central Person

NOTES

- (1) 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, except for a licensing increment.
- (2) A bonus of \$100.00 shall be paid in a lump sum upon the execution of an employment contract for the 10th year of employment and for the 15th year of employment.
- (3) An additional stipend of \$310.00 per year for the 1992-93 school year and \$326.00 per year for the 1993-94 school year, and \$344.00 for the 1994-95 school year will be added to the salary of every employee who holds and discharges the rights and responsibilities of a Black Seal or better boiler license. Responsibilities shall include posting of license in school boiler room to which the individual is assigned, supervision of the boilers in the event of absence of primary boiler operators in a school, and assisting in scheduled boiler cleaning and repairing. Utility Mechanics, Transportation Mechanics and Senior Mechanics shall not be eligible for the Black Seal License Stipend.

In addition, a unit member who utilizes said license on a regular daily basis in the performance of his duties by supervision of the boilers on his shift in his assigned building as the primary boiler operator, shall be paid an additional stipend of \$583.00 in the 1992-93 school year, \$614.00 in the 1993-94 school year, and \$648.00 in the 1994-95 school year.

- (4) All employees covered by this Agreement shall receive their pay every Friday for the pay period ending the previous Wednesday.
- (5) Employee's paychecks shall be placed in an envelope before delivery to them.
- (6) The position of Utility Mechanic shall be a ten (10) month position to be paid at a pro-rated salary of 5/6 of a full year's salary for Grade One employees. Vacation time, holidays, sick days and salary increases shall also be pro-rated.
- (7) A stipend of \$500 shall be paid to senior maintenance persons and senior mechanics (Group IV Classification) after the completion of five years of service in the district (all five years of service need not be served in the Group IV Classification). In subsequent years, the said \$500 (with no increase in same) shall be added to the employee's base salary and salary increases shall be calculated and added to said base salary.
- (8) The Board will pay the one-time cost of taking the articulated license test (\$35.00) for any employee whose job description requires an articulated license.

Handwritten initials/signature

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Bargaining Unit
file
me*

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHERRY HILL TOWNSHIP BOARD OF EDUCATION
AND
THE CHERRY HILL SUPPORTIVE STAFF ASSOCIATION**

The undersigned agree to recommend the following tentative agreements to their respective parties for ratification:

1. Duration: July 1, 1995 through June 30, 1996.
2. Salary: maintain wages set forth in Article XII, A. for 1995-1996 at those amounts set for 1994-1995.
3. Article XI: all changes below are effective on July 1, 1995.
 - a. The "Blue Select" plan will be made available to employees as a health/hospitalization approach.
 - b. Section A. All eligible employees and their dependents (except as modified below) shall be eligible to be enrolled in the U.S. Healthcare Patriot X program. The cost at all premium levels will form the maximum Board cost at the employee's enrollment level. Instead of the U.S. Healthcare Patriot X program, an eligible employee may enroll in the Blue Cross/Blue Shield PACE program, the Blue Cross/Blue Shield Blue Select program or one of the available HMOs. The Medallion plan will be eliminated. If the premium cost for one of these programs exceeds the cost of the U.S. Healthcare Patriot X program, the employee shall pay the difference by way of deductions.
 - c. The Blue Cross/Blue Shield PACE program shall: 1) have a \$300 annual deductible; and, 2) the "prescription co-pay flow through" provision shall be discontinued.
 - d. Section B. Prescription: co- pay shall be \$7.50.
 - e. New employees hired on after July 1, 1995, will be eligible for single-only insurances under Article XI, A., B. and C., if they are otherwise eligible for such insurance, for one year after employment. The employee will then be eligible for dependent coverage, if otherwise eligible.

4. Contract provisions in Article VI, Article X, Article XVII and Article XVIII will be altered effective July 3, 1995, to allow:

Monday/Friday or Tuesday/Saturday scheduling;

No overtime pay for employees on Saturdays when their regular week includes Saturday;

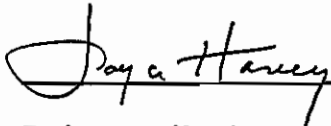
No ban on part-time employees working on Saturday (other provisions of XVII, A., B. and C. will remain the same);
Removal of specific shift times, except that: 1) all shifts begin and end on a half hour; and, 2) any shift which has a beginning time between 6:00 a.m. and 10:30 a.m. shall be 8 and 1/2 hours in length and any shift which has a beginning time between 11:00 a.m. and 5:30 a.m. shall be 8 hours in length;

Existing language and practice which would restrict transfer of employees possessing a Black Seal license is removed. In the case of Black Seal transfers: the Administration will designate buildings and shifts where it intends to appoint a Black Seal employee; the Board will seek volunteers for the building/shift from the pool of employees who possess a Black Seal license but are not currently assigned to a situation where it is used; if one employee volunteers, the volunteer will be appointed to the building/shift; if more than one employee volunteers, assignment will be made by seniority; if there is no volunteer for a building/shift, the Board may assign in reverse order of seniority. Those employees displaced by transfer of Black Seal employees shall apply for any vacancy within their grade level and will be appointed in order of seniority.

5. Agency fee - effective July 1, 1995. Indemnification/save harmless language added.
6. If the Board of Education makes a decision to sub-contract any portion of the existing unit in the future, all provisions of the 1992-1995 Agreement changed in sections 3. through 5. above, which have not been subsequently changed in negotiations, are revived.
- a. Health insurance re-enrollments will be made on the first of a month which is at least 30 days from the effective date of any subcontracting, unless the subcontracting occurs on July 1, 1995, in which case the changes in 3. above will not have been made. In the event of such subcontracting, the parties agree to continue 3. a. above and to move all employees currently-enrolled in the Medallion program to the PACE program, the Blue Select program or one of the available HMOs.
- b. Reinstated schedules will occur on the first Monday which is at least 30 days after the effective date of any subcontracting, unless the subcontracting occurs on July 1, 1995, in which case the changes in 4. above will not have been made.

- c. Agency fee collections will cease in the first paycheck which is at least 30 days from the effective date of any subcontracting, unless the subcontracting occurs on July 1, 1995, in which case the changes in 5. above will not have been made.
 - d. If any subcontracting in the unit takes effect at any point in the 1995-1996 year, the parties must then engage in collective bargaining to deal with any proposal raised by either of the parties for modification of the contract effective July 1, 1995.
7. If there is no subcontracting which takes effect during the 1995-1996 year, negotiations for a 1996-1997 Agreement shall commence according to the provisions of Article IV,A.
8. All other proposals of the parties are withdrawn.
9. All contract sections not referred to herein remain unchanged.

For the Cherry Hill
Board of Education:



Date: 4/19/95

For the Cherry Hill
Supportive Staff Association:



Date: 4/19/95

