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AGREEMENT

X 1980-82

BETWEEN

THE BOARD OF EDUCATION OF

THE TOWNSHIP OF CHERRY HILL Board of Education

AND

CHERRY HILL ASSOCIATED SUPPORT PERSONNEL

(Mechanics and maintenance)

LIBRARY
Institute of Management and
Labor Relations

OCT 5 1981

RUTGERS UNIVERSITY

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ARTICLE I
RECOGNITION

The Board of Education of the Township of Cherry Hill (Board) hereby recognizes the Cherry Hill Associated Support Personnel (Association) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract listed in the classifications herein or on leave, employed by the Board (hereinafter referred to as "employee or employees"), including:

Engineers, High School
Assistant Warehouse Manager
Print Shop Operator
IMC Technician (Repairman)
School Media Technician
Transportation Mechanics
Special Officers
Technical Machine Operator
District Media Technician

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon an alleged improper interpretation, application or violation of the Agreement, policies or administrative decisions affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level, in writing, within twenty (20) school days of the happening of the event.

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 and any person, including the Unit or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

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. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

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 - Informal Presentation

An employee with a grievance shall first discuss it with the employee's principal or immediate Supervisor, either directly or through the Association's designated representative, within five (5) school days of the happening of the event with the intent of informally resolving the matter. Failure to informally discuss the grievance within five (5) school days of the happening of the event shall not preclude the Association from commencing formal written grievance proceedings in a timely manner, however no written grievance shall be accepted for processing unless it is first informally discussed with the immediate supervisor.

3. Level Two - Principal or Immediate Supervisor

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may file the grievance in writing with the principal or immediate supervisor and the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - Superintendent*

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the principal or immediate supervisor the employee may appeal the grievance to the Superintendent within ten (10) school days after the decision at Level Two or twenty (20) school days after the grievance was presented at Level Two, whichever is sooner. The appeal to the Superintendent must be in writing reciting the matter submitted to the principal or immediate supervisor as specified above and the employee's dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter within a period not to exceed ten (10) school days and shall communicate his decision

*

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

in writing to the aggrieved person, the principal or immediate supervisor and the Association.

5. Level Four - Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Association may proceed to arbitration by giving written notice thereof to the Superintendent within fifteen (15) school days after the decision at Level Three or twenty-five (25) school days after the grievance was presented at Level Three, whichever is sooner. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual employee or group of employees.

(b) The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and in the conduct of arbitration.

(c) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not have jurisdiction to determine the arbitrability of issues before him/her but rather such issues shall be determined by the appropriate agency, quasi-judicial, or judicial body. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or

any policy of the Board or any administrative decision. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement.

(d) Where the grievance concerns an alleged improper interpretation, application or violation of this Agreement the decision of the arbitrator shall be final and binding upon the parties. Where a grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only. The decision shall be transmitted only to the Board, the Association and the aggrieved person.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, any 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 the employee's option, by a representative selected 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 Superintendent or his designee directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Levels Two and Three 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.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and only the parties in interest, their designated or selected representatives, and appropriate

witnesses when called shall be permitted to be in attendance at such meetings and hearings.

F. The following matters shall be grievable but non-arbitrable

(a) The termination of a contract of an employee.

(b) Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.

(c) Any alleged violation of an employee's rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, and its affiliates, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the principal of their presence on school property as other visitors are expected to do.

B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.

C. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE IV
CLASSIFICATIONS

- A. The job titles in the support area shall be classified as follows:
- I Engineers, High School
 - II Assistant Warehouse Manager
 - III Print Shop Operator
 - EMC Technician (Repairman)
 - School Media Technician (10 month position)
 - Transportation Mechanics
 - Special Officers
 - Technical Machine Operator
 - District Media Technician
- B. Except for Special Officers and personnel driving buses, no employees shall supervise any students except in emergencies.
- C. Advancement of Personnel
- Notice of the intent to fill a vacancy in any of the positions set forth below shall be given to the Association President at least ten (10) days in advance of the application deadline.
- 1. Any classification contained in Article I
 - 2. Senior Supervisors (operational).
 - 3. Assistant Supervisors, operational, maintenance, electrical, mechanical and transportation

4. Directors of Transportation, Business/Finance, Budget Control

5. Purchasing Agent

Written notice of the intent to fill such vacancy shall also include a list of necessary qualifications. Employees making application shall be given due consideration and where in the Board's sole discretion qualifications of applicants are equal, seniority shall prevail.

ARTICLE V

SALARY

A. In the first year of the Agreement (1980-81) each employee of the Board employed prior to January 31, 1980, shall receive an increase of five and sixty-five one-hundredths percent (5.65%) of their 1979-1980 salary plus two hundred thirty-five dollars (\$235.00). Additionally, the Board will contribute towards the cost of a dental insurance plan as set forth in Article XIV. Barbara Fairbanks will receive an additional \$150.00 and Frances Kramer will receive an additional \$250.00 added to their 1979-1980 salaries.

In the second year of the contract (commencing July 1, 1981), each employee employed prior to January 31, 1981, shall receive an increase of five and sixty-five one-hundredths percent (5.65%) of their 1980-1981 salary plus \$295.00. The Board will also contribute towards the cost of a dental insurance plan as set forth in Article XIV.

B. Employees new to the district hired after January 31, 1980, and before June 30, 1980, shall receive an increase of two and eight hundred twenty-five one-thousandths percent (2.825%) of their 1979-1980 salary plus one hundred eighteen dollars (\$118.00) in addition to participation in the dental insurance plan set forth in Article XIV.

Employees new to the district hired after January 31, 1981, and before June 30, 1981, shall receive an increase

of two and eight hundred twenty-five one-thousandths percent (2.825%) of their 1980-81 salary plus one hundred forty-eight dollars (\$148.00) in addition to participation in the dental insurance plan set forth in Article XIV.

- C. No employee new to the district shall be hired at a salary higher than that of an existing employee in the same job title within the classification. All existing positions shall be twelve (12) month positions with the exception of school media technician which shall be a ten (10) month position.

- D. In the event an employee is temporarily assigned by the appropriate supervisor to work in a higher pay classification, the employee shall be paid an hourly differential based on $1/1820$ th of the difference between the starting salary in the employee's classification and the starting salary in the higher classification for a regularly scheduled 35-hour week and by $1/2080$ th of the difference between the starting salary in the employee's classification for a regularly scheduled 40-hour week; provided that the employee is assigned to said higher classification and actually works in said classification for five (5) days in a two-week period, in which event said differential shall be paid from the sixth day worked in said classification.

Transportation mechanics who are temporarily assigned to drive buses shall receive the difference between their hourly rate as calculated above and the next higher hourly rate paid to bus drivers from the first hour of driving.

E. Professional Development and Improvement Reimbursement

Any employee required or requested by the Board to attend any course, workshop, seminar or conference shall be paid the full cost of tuition and other reasonable expenses incurred (including fees, materials, meals, lodging and/or transportation). Said employee shall also be compensated at the employee's overtime rate for all time spent in actual attendance at scheduled work sessions beyond the employee's regular working day.

F. The Board shall reimburse each holder of a New Jersey Bus Driver License in a sum not to exceed the cost of the biennial renewal of same.

G. In the event the physical examination required for bus driver license renewal is taken outside of regular work hours, the Board will pay up to two (2) hours pay at straight time to the employee.

ARTICLE VI

WORK SCHEDULE

A. Hours of Work

The Print Shop Operator, IMC Technician (Repairman), School Media Technician (10 month employee), Technical Machine Operator, and District Media Technician shall work a thirty-five (35) hour week, seven (7) hours per day as scheduled by the immediate supervisor. The High School Engineers, Assistant Warehouse Manager, Special Officers, and Transportation Mechanics, shall work a forty (40) hour week, eight (8) hours per day as scheduled by the immediate supervisor. Any lunch time shall not be included in the above hours of work.

B. Overtime

1. Regular

All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half, calculated by dividing the contract salary by 1820 for those employees working a thirty-five (35) hour week and by 2080 for those employees working a forty (40) hour week, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at time and one-half times the employee's hourly rate as calculated above plus one day's straight pay. Any hours worked on Sunday shall be compensated at

two times the employee's hourly rate as calculated above. Easter Sunday shall be considered a holiday for purposes of calculating overtime pay.

C. Call-In Pay

1. When an employee is called in to work during the employee's non-working hours, without advance notification, this shall constitute a CALL-IN.
2. When an employee is notified during the employee's working hours to report to work during the employee's non-working hours, or when an employee is scheduled in advance to work an assignment outside of the employee's normal tour of duty, this shall be considered an overtime assignment, not a CALL-IN.
3. An employee "called-in" to work shall be paid a minimum of two (2) hours pay in accordance with Subsection B-1 above "Overtime".

D. Special Activities

Employees scheduled for special activities shall receive two (2) hours pay as calculated in Subsection B-1 above, "Overtime". In the event a special activity scheduled for a weekend is cancelled an employee scheduled to work said activity shall receive two (2) hours pay as calculated in Subsection B-1 above, "Overtime", if the employee had not been notified of the cancellation prior to reporting to work. If the activity was scheduled for a weekday, the employee shall receive two (2) hours pay as

calculated in Subsection B-1 above, "Overtime", if the employee was not notified of cancellation prior to the end of the employee's regularly scheduled workday.

E. Vacation Schedule

Vacations may be taken in 1/2 days, full days or weekly segments through the entire school year, total or partial weeks as scheduled with immediate supervisor.

All 12-month employees will adhere to the following schedule:

All employees hired after January 1 and prior to June 30 shall receive 1/2 day per full month of employment.

6 months to 1 year	1 week
after 2 years completed	2 weeks
3 to 12 years completed	3 weeks
after 13 years completed	4 weeks

F. Paid Holidays

The following paid holidays will be in effect for all twelve (12) month employees:

July 4th

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

One day during Winter Recess as coordinated with immediate supervisor

New Year's Day

Martin Luther King Day

Good Friday

One day as coordinated with immediate supervisor during Spring Recess

Memorial Day

One additional day as coordinated with immediate supervisor

Ten (10) month employees will follow the school calendar.

G. Inclement Weather Days

When schools are closed for inclement weather, except for High School Engineers, Transportation Mechanics and Special Officers, employees shall not report to work until summoned by a call from the employee's immediate supervisor or his designee. Said call must be made before 11:00 a.m. Pursuant to the above, if an employee does not report for work when summoned on such a day, said employee shall make up the day at straight time as coordinated with the immediate supervisor. If an employee is not summoned to work on such a day, no make-up shall be required.

H. Sick Leave

All 12-month employees will receive twelve (12) days of paid sick leave per year. Ten-month employees shall receive ten (10) days per year. The unused days shall accumulate from year to year. When an employee retires from the Cherry Hill School District pursuant to the provisions of the Teacher's Pension and Annuity Fund or the Public Employees Retirement System, such employee shall be paid \$7.50 per day for each day of unused accumulated sick leave that has been accumulated since July 1, 1980 as a result of

employment in the Cherry Hill School District. In the event of illness, sick days accumulated prior to July 1, 1980 shall be utilized first.

I. Ten Month Positions

Ten (10) month positions shall be scheduled according to the academic calendar. The holders of said positions shall not be entitled to any paid vacation but shall not be required to report for work on days when schools are closed for holidays or vacation periods.

ARTICLE VII
EMPLOYEE EVALUATION

A. Personnel Records

Upon reasonable notice, as scheduled with the personnel office, an employee shall be permitted to examine the employee's personnel file. Prior to the employee's examination of the file, the Administrative Assistant for Personnel shall remove any documents in the file from third parties that could be construed to be employment references.

- E. Employee performance evaluation shall be conducted in accordance with such policies as established by the Board, and in conformity with procedures established after consultation with the Association.

ARTICLE VIII
COMPLAINT PROCEDURE

- A. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of any complaint made to any member of the administration by any parent, student or other person, and they shall attempt an informal resolution of the same. If informal resolution is impossible, the employee shall have the right to be represented by the Association at any meetings or conferences regarding said complaint.
- B. Other than material addressed to the employees, no material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to review such material. The employee shall acknowledge such material by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event an employee refuses to sign the material then an Association representative shall acknowledge in writing that the employee has seen the material and has refused to sign the same. This acknowledgment shall be inserted in the employee's personnel file. The employee shall also have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE IX

EMPLOYEE EQUIPMENT, UNIFORMS AND EXPENSES

- A. Employees where applicable shall be provided with the following uniforms and equipment after 90 days of employment in the job classification:

Engineers - three shirts and three pair of trousers

Transportation Mechanics - four shirts, four pair of trousers, one winter jacket, one light-weight jacket, one pair of coveralls, rain coat, rain boots and one complete set of tools

Print Shop Operator - three shirts, three pair of trousers and one smock

EMC Technician (Repairman) - two shirts, two pair of trousers and one smock

School Media Technician - two smocks

Assistant Warehouse Manager - two coveralls, rain coat and rain boots

Special Officers - two summer shirts, two winter shirts, two pair of summer trousers, two pair winter trousers, rain coat, rain cap cover, rain boots, light-weight and heavy-weight coats, patches, whistle, reflective gloves, policeman's cap, two ties, name tags, flares, flashlight, batteries, and one pair of coveralls

Technical Machine Operator - two smocks

District Media Technician - two smocks

- B. 1. Employees shall sign for the above uniforms and equipment, and will be responsible for the cleaning of the uniforms and replacement cost of uniforms or equipment if lost or stolen.
 - 2. Replacement uniforms and equipment shall be made available to employees upon requisition by employee and return of clean, used uniforms or equipment recognized by the supervisor as unfit for further use. Employees shall return clean uniforms and equipment upon leaving the Board's employment for any reason.
 - 3. The wearing of the uniform shall be limited to the Board's premises during the course of the employee's workday or in travel to and from the employee's home to work.
- C. 1. Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and School Business Administrator/Board Secretary.
 - 2. When unit employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the then current Board policy upon submitting a proper voucher.

ARTICLE X
TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Employees shall be entitled to the following temporary leaves of absence with full pay each year.

1. Personal

Absence for two (2) days per year shall be granted to an employee without reduction in pay for personal business which cannot be performed otherwise than during employment hours. Such absence shall be allowed with the approval of the administration provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file the appropriate form with the superintendent five (5) days in advance of the absence. Personal leave will not be granted for either of the two (2) days preceding or following holiday or vacation period except in emergency cases. The number of unused days in any year shall accumulate for the purposes of sick leave from year to year, as long as the employment is continuous. For personnel who begin employment February 1st or thereafter, this leave shall be limited to one (1) day. The purpose of personal business days is to allow the employee to perform such pressing and immediate business that it

cannot be postponed or performed after employment hours. Any other use of personal business days is in violation of the contract.

2. Conference Days

Up to four employee days per year in the first year of the contract and up to six (6) employee days in the second year of the contract, shall be allowed for employees to attend conferences and conventions of State or National affiliated organizations.

Handwritten signature and initials

Requests for attendance shall be made to the School Business Administrator. Substitutes shall be compensated one-half by the Board and one-half by the Association when attendance is requested by the employee or Association.

3. Legal

An employee shall be granted leave for a required appearance in a Court of Law or before an Administrative Agency, provided the employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary action between the Board and the employee. In an adversary proceeding between the Board and the employee, or where the employee is a defendant in a criminal action, the Board will grant the employee time off without pay for such appearance.

4. Other Leaves. Other leaves of absence with or without pay may be granted at the discretion of the Board.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leaves to which the employee is entitled.

C. Funeral Leave

In the event of a death in the immediate family, an allowance of up to five (5) days leave with pay shall be granted.

"Immediate family" shall be spouse, child, step-child, father, mother, father-in-law, mother-in-law, brother or sister or any member of an employee's immediate household. An allowance of one (1) day with pay 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 Subsection A(1) above.

ARTICLE XI
EXTENDED LEAVES OF ABSENCE

A. Disability

1. Maternity

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

- (a) Any employee who becomes pregnant shall notify the Superintendent* thereof in writing within thirty (30) days after her pregnancy has been medically confirmed.
- (b) Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the Cherry Hill School District and subject to the following conditions:
 - (i) The Board may require as a condition of the employee's return to service, production of a certificate from a physician certifying that the employee is medically able to resume her duties;
 - (ii) In no event shall any such leave be extended beyond the end of the contract year in which leave is

requested to commence for non-tenured employees;

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

(c) 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 work 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:

(i) 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

(ii) 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

(iii) If, after a difference of medical opinion

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

- (d) In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if:
- (i) If it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted;
 - (ii) Such request can be fulfilled without substantially interfering with the effective administration of the Cherry Hill School District.

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

(i) 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.

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

2. Workers Compensation

Whenever any employee, entitled to sick leave under this Agreement, is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the accumulated sick leave provided in this Agreement. Salary or wage payments provided herein shall be made for absence during the waiting period and during

the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee as provided herein shall be reduced by the amount of any workers compensation award made for temporary disability.

B. Good Cause

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

C. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary and vacation schedule at next succeeding level the employee was compensated at prior to commencement of said leave.

2. Benefits

Unused accumulated sick leave, personal days and vacation days to which an employee was entitled at the time the leave of absence commenced shall be restored to said employee upon return to work; provided, however, sick leave days, personal days and vacation days shall not

accrue during the leave of absence.

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

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice and reasons for an involuntary transfer or reassignment shall be given to employees by the immediate supervisor, as soon as possible prior to Board action on the same.

ARTICLE XIII
PROTECTION OF EMPLOYEES

- A. An employee may use reasonable force as is necessary to protect himself/herself from attack. In the absence of a certificated person or special officer, an employee may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil. Special officers shall defer to certificated persons when requested.
- B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XIV
HEALTH BENEFITS PLAN

- A. The Board will provide, at no cost to the employee, New Jersey Public Employees Health Benefits Plan for the employee and dependents. There shall be no duplication of this coverage (viz., if employee's spouse has Blue Cross-Blue Shield, Rider "J" or major medical coverage or the equivalent, either for himself or herself and/or dependents, the Board will not be required to duplicate such coverage). The Board shall also provide for the employees and their dependents the Board's prescription-drug benefit plan.
- B. The Board will contribute up to one hundred seventy-five dollars (\$175.00) each year towards the dental insurance plan currently in force for non-certified personnel for each employee and dependents during the term of this contract.

ARTICLE XV

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 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 representative of the employee's choosing.

- G. Within three (3) days following the informal appearance, the Board shall notify the affected employee in writing of its final determination.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provision, or any application thereof, of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

- B. Except as otherwise provided, all terms and conditions of employment as established by the rules, regulations and policies of the Board of Education on the effective date of this Agreement shall continue in effect for the term covered by this Agreement. Any change, revision or revocation of any Board policy, rule or regulation affecting terms and conditions of employment shall not be arbitrable.

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

- D. Dues shall be deducted in accordance with N.J.S. 52:14-15.9(e) as it may be amended or supplemented.

E. Overtime work at high schools shall be equally rotated between engineers and head custodians. If neither is available, than it may be offered to qualified non-unit personnel.

ARTICLE XVII
DECLARATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982.

IN WITNESS hereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their secretaries this 15 day of September , 1980.

CHERRY HILL ASSOCIATED
SUPPORT PERSONNEL

Linda M. Hanary
President

Clare A. Septula
Secretary

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

Leonard Wollach
President

James F. Walsh
Secretary

September 10, 1980

Ms. Linda M. Flanery
President
Cherry Hill Associated Support Personnel
2233 Marlton Pike
Madford, New Jersey 08055

Re: Cherry Hill Associated Support Personnel

Dear Ms. Flanery:

During the course of negotiations between the Board of Education of the Township of Cherry Hill and the Cherry Hill Associated Support Personnel (the Association), the Association was advised that the job title and position of shipping, receiving, and distribution had been eliminated by action of the Board of Education. The Association was further advised that the Board of Education did not anticipate reestablishing or filling this position.

The Board understands that this position was formerly within the bargaining unit represented by your Association and, further recognizes its obligation that if the identical position is reestablished or filled and is otherwise compatible with this unit as it then exists, the Board would include the position within the recognition clause of this unit without the necessity of a formal petition.

Thank you.

Very truly yours,

DAVIS & REBERKENNY

BY: Kenneth D. Roth

KDR:kec