

Contract no. 1211

A G R E E M E N T

July 1, 1991 - June 30, 1993

Between

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

AND

EDUCATIONAL ASSISTANTS OF CHERRY HILL

P R E A M B L E

This Agreement effective the _____ day of _____, 19____, between the Board of Education of the Township of Cherry Hill, Camden County, New Jersey, hereinafter called the "Board", and the Educational Assistants of Cherry Hill, hereinafter called the "Association".

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Cherry Hill Township School District is their mutual aim, and

WHEREAS, The parties hereto have rights and obligations pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, and

WHEREAS, The parties having reached certain understandings desire to confirm this agreement as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teacher employees, but excluding all substitute employees, employed or to be employed by the Board.

B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and

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involved and the other shall be filed with the Administrative Assistant for Personnel.

5. Except for group, class or policy grievances which shall be initiated by the Association at the Superintendent's level, any employee who has a grievance shall discuss it first with his/her principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level.

6. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she may within five (5) school days of the discussion, set forth the grievance in writing to the principal, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of previous discussions; and
- d. his/her dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the grievant within five (5) school days of receipt of the written grievance.

7. The grievant, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the grievant and the principal.

8. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board. Except for grievances alleging an improper application, interpretation or violation of an express term or provision of this contract, the Board shall be the final step of the grievance procedure.

9. If the grievance alleges an improper application, interpretation or violation of the express written terms of this

contract and is not resolved to the grievant's satisfaction pursuant to paragraph eight above, a demand for arbitration may be filed with the American Arbitration Association within ten (10) days after the receipt of the Board's decision. Notice of the filing of the demand for arbitration shall be given to the Board through the Superintendent simultaneously with the filing thereof. Said arbitration shall be advisory only and shall be conducted under the rules of the American Arbitration Association.

10. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the Association, and the aggrieved shall be given copies of the arbitrator's opinion and award.

11. Rights of employees to representation.

- a. Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
- b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
- c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting the grievance and shall receive a copy of all decisions rendered.

12. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest, witnesses and the designated or selected representatives contemplated in this article.

C. COSTS

1. Each party will bear the total cost incurred by themselves.
2. All other costs and expenses will be shared equally by the two parties.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 313, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The hourly rate of employees shall not be reduced without just cause and any such reduction shall be subject to the grievance and arbitration procedure.

C. Whenever any employee is required to or given the opportunity to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that employee, then he/she and the Association shall be given prior written notice of the reasons for such meeting or interview, and the employee shall have the right to have a representative of his/her choosing present at such meeting.

D. No employee, except in case of an emergency, shall be required to substitute for a teacher, para-professional or secretary. It is understood that the building principal shall have the authority to determine what constitutes an emergency situation and that that decision shall not be an arbitrable item.

E. The Board shall supply to the Association President, by October 15 of each year, a master list containing each employee's accumulated sick leave as of September 1 of that school year.

F. If an employee who has resigned from his/her job with the Cherry Hill Board of Education decides to return to the work force and is rehired for the same type of position, he/she would return to work at the rate of pay he/she received at the time he/she left, provided that not more than two years have lapsed since leaving his/her position as an employee.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to Association, in response to reasonable requests from time to time, information that is considered to be a matter of public record.

B. Representatives of the Association, 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 and receive the approval of the principal for their presence on school property.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Use of the buildings shall be arranged according to current Board policy then in effect.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing 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.

E. The Association shall have the right to use inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The Board assumes no responsibility for delivery.

F. 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, as defined in the unit, and to no other organizations, so long as this Agreement is in existence.

G. Whenever any representative of the Association or any employee is mutually scheduled by the Association and the Board to participate during working hours in negotiations or grievance proceedings, the employee shall suffer no loss in regular compensation for the employee's normal work day.

H. 1. At the beginning of each school year, an In-Service program shall be provided for newly hired employees, without pay.

2. Workshops and In-Service programs (computer, drugs, etc.) shall be provided to those employees that work at least 20 hours per week. If attendance is mandated by the Board, the employee shall be compensated at his/her regular hourly rate; if attendance is voluntary on the employee's part, attendance shall be without pay.

ARTICLE VI

LEAVES OF ABSENCE

A. SICK LEAVE

1. All employees shall be entitled to ten (10) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

3. When an employee retires pursuant to the provisions of the Public Employees Retirement System, such employee shall be paid Eight Dollars fifteen cents (\$8.15) for the 91-92 year and Eight Dollars forty-five cents (\$8.45) for the 92-93 year per full day for each day of accumulated unused sick leave. Said payments shall not be made in the event of termination of employment by the Board. If termination of employment is due to death, the employee's estate shall receive such payment. In the event partial sick days are accumulated, payment will be made on a pro-rata basis.

For the purposes of this section, an employee shall be defined as one who works twenty (20) hours per week or more. A day shall consist of four (4) hours of employment.

B. 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 to certify 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. A pregnant employee may continue her employment with the district so long as her physician certifies to the Board that she is medically able to continue to perform her duties. In the event there is any question concerning her ability to continue 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.

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

D. For each period of absence, an employee will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absence and type of leave involved.

E. Upon return from leave granted pursuant to this article, an employee will be placed on the salary schedule at the level he/she had attained at the time the leave was granted, unless he/she has worked for a period exceeding five (5) months in the school year in which leave was granted, in which event the employee will be placed on the next higher level of the salary schedule. Unused accumulated sick leave shall be restored to an employee upon his/her return from his/her leave of absence granted pursuant to this article.

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

G. FUNERAL LEAVE

1. In the event of a death in an employee's immediate family, such employee shall be allowed absence with pay not to exceed five (5) days. All such absences shall be approved by the employee's immediate supervisor.

2. For the purpose of this section, "immediate family" shall mean husband, wife, father, mother, child, sister, brother, grandchild, mother and father-in-law and brother and sister-in-law.

3. Employees shall be allowed one day leave with pay in the event of the death of a family member not set forth in Paragraph 2 above. Such absence must be approved by the employee's immediate supervisor.

H. PERSONAL LEAVE

1. Each employee employed twenty (20) hours per week or more may be granted up to two (2) days personal leave during the school year. Said leave shall be with pay and for the purpose of transacting business which cannot be accomplished outside of working hours.

2. Personal leave shall be allowed with the approval of the building principal provided that such approval shall not be unreasonably withheld. Except in emergencies, it shall be the employee's responsibility to file a written request for leave with the building principal at least five (5) days in advance of the absence.

3. Personal leave days will not be granted for either of the two (2) days preceding or following a holiday or vacation period except in cases of emergency. Unused personal leave days shall accumulate for the purposes of sick leave from year to year, so long as employment is continuous.

4. The purpose of personal leave days is to allow employees to perform such pressing and immediate business that it cannot be postponed or performed after employment hours. Any other use of personal leave days is a violation of the contract.

I. JURY DUTY

In the case of required jury duty, an employee shall notify his/her immediate supervisor, shall be allowed time off for jury service and shall suffer no loss in compensation.

ARTICLE VII

JOB SECURITY

A. In the event there is a reduction in force, those employees employed twenty (20) hours per week or more will be placed on a reduction list to be established by the Board. This list will include the years of service for each employee. Employees laid off during the school year will remain on said list until the first day of class of the following school year. Those laid off after the last day of classes in June will remain on the list until the next following January 2.

B. Those employees on the reduction list will be considered for reemployment to fill openings for which the Board, in its sole discretion, believes the employee to be qualified.

- C. Consideration for reemployment is not a guarantee of reemployment and shall not preclude the Board from hiring an individual whose name does not appear on said reduction list in its discretion.
- D. In the event an opening shall occur in any school, the principal of that school shall have the option to offer said extra hours to existing employees in that school where said employees are qualified; or to offer said opening pursuant to paragraphs A through C above.
- E. The Superintendent or his designee shall give at least ten (10) days written notice of employee openings of twenty (20) or more hours per week to the Association building representative in each school building.
- F. During the school year, an employee initiated inter-school transfer for the same position as the employee then holds must have the approval of both school principals and the Board.
- G. All openings for clerical or secretarial positions in the accredited evening high school, summer school or for federal projects and other programs along with appropriate compensation shall be publicized in accordance with paragraph "E" above.

ARTICLE VIII

EVALUATION

- A. Administrators shall keep employees informed as to whether or not the kind of service they are rendering is satisfying in terms of the standards of the school district.
- B. Written evaluations shall be given to the employee for his/her signature and written comments prior to submission of the reports to the Superintendent. These evaluations shall include strengths, weaknesses and suggestions for improvement if appropriate.
- C. Upon reasonable request and upon notice to the Assistant Superintendent for personnel, an employee shall be permitted to examine evaluation reports in their personnel folder as maintained in the office of the Assistant Superintendent.
- D. Any employee receiving an evaluation of less than satisfactory in any one category shall be reevaluated within the remainder of the school year.

ARTICLE IX

NOTIFICATION

Every effort will be made to notify employees of their future employment status and number of hours scheduled by June 15. Such notice may be given by the personnel office or by the principal of each school and may be given orally or in writing. Any notice given is subject to subsequent modification by the Board and the hours assigned to each employee's individual employment contract shall be conclusive.

ARTICLE X

OTHER BENEFITS

A. The Board of Education shall provide, to employees and their dependents, at no cost to the employee, for the full year, the following medical benefits coverages provided that there is no duplication of coverage and the employee works a minimum of twenty (20) hours per week:

Medallion (Blue Cross/Blue Shield) Health Insurance.

B. The Board of Education will provide prescription drug insurance coverage subject to a \$5 co-pay provision to all employees regularly working twenty (20) hours or more per week under the terms and conditions of said plan.

C. No employee shall be required to take more than an hour lunch break. Said lunch break shall be without pay.

D. In the event of delayed openings due to inclement weather, employees may be rescheduled by the building principal to make up lost hours provided work is available. This shall not require the principal to reschedule said hours if in his opinion it is not in the best interests of the Board.

ARTICLE XI

ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees, dues for the Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education.

Any such written authorization for dues deduction may be withdrawn at any time by the employee filing a notice of such withdrawal with the Payroll Department. Such filing shall be effective to halt payroll deduction of dues as of the next succeeding January 1 or July 1.

Monies deducted together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association. The person designated shall disburse such monies to the appropriate association or associations.

ARTICLE XII

SALARY

A. Schedule A is attached.

B. Employees shall be paid in twenty (20) equal installments, twice per month, subject to setoffs and deductions for lost hours or unpaid leave. The amount of each check shall be determined by multiplying the employee's hourly rate times the employee's contracted hours per week times thirty-six (36) weeks and dividing by twenty (20).

C. 1. When an employee is assigned to the Mt. Misery overnight trip, the employee shall be paid \$20.50 per 24-hour period in addition to the employee's regular pay for assigned hours. In the event the employee assigned declines to attend the trip then another shall be assigned. The original employee shall assume the duties of the employee who goes on the trip if possible. If no other assignment is available then the employee shall not report for work and shall receive no pay for that day.

C. 2. Employees assigned to cover bus arrivals or departures shall be entitled to compensatory time off or, if time off cannot be scheduled, then additional pay.

D. When an Employee is a presenter at in-service, the Employee shall be paid at 1-1/2 times \$9.00 per hour during working hours and 2 times \$9.00 per hour after working hours plus the presenter's normal hourly rate for hours attending in-service for the 1991-92 school year and \$9.35 per hour for the 1991-92 school year.

ARTICLE XIII

PROTECTION OF EMPLOYEES

A. In the event any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his/her duties for the Board, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such employee from any financial loss resulting therefrom. (N.J.S.A. 18A:16-6.1).

B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of his/her duties for the Board, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse him/her for the costs of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. (N.J.S.A. 18A:16-6.1).

C. Whenever any employee is absent from his/her post or duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment with the Board, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided for herein. Salary or wage payments as provided in this section 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 Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).

D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

E. Such notification shall be immediately forwarded to the Superintendent or his designee 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

MISCELLANEOUS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of

the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, 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, or marital status.

B. Board Policy

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.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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 shall continue in full force and effect.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

E. This Agreement represents and incorporates the complete and final understanding and settlement of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. 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.

F. It is the intent of the parties hereto that wherever this Agreement refers to specific statutes or acts of the legislature that reference or description of statutory rights or obligations is for the purpose of information only. It is the parties' intent that the precise terms or language of the statutes or acts of the legislature shall apply as interpreted by the appropriate state agency or the courts of this State. Any grievance concerning an Article of this Agreement containing a statutory reference or description shall not be subject to arbitration.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions

SCHEDULE A

EDUCATIONAL ASSISTANT SALARY ADJUSTMENT
JULY 1, 1991 TO JUNE 30, 1992

Starting Rate: \$6.00 per hour

An increase of 5% across the board to existing salaries for all employees.

EDUCATIONAL ASSISTANT SALARY ADJUSTMENT
JULY 1, 1992 TO JUNE 30, 1993

Starting Rate: \$6.00 per hour

An increase of 4% across the board to school year 1991-92 salaries.

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of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Central Administration - Heritage School, Browning Lane, Box 5015, Cherry Hill, New Jersey 08034;

2. If by Board, to Association, c/o Current President, at said President's address.

ARTICLE XV

DURATION

This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1993, subject to the Association right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their appropriate officers on this day of _____, 1991.

BOARD OF EDUCATION OF THE TOWNSHIP OF CHERRY HILL

By: _____
Its President

ATTEST:

Its Secretary

EDUCATIONAL ASSISTANTS OF CHERRY HILL

Its President

ATTEST:

Its Secretary

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