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A G R E E M E N T

THIS AGREEMENT made and entered into this 21st day of January, 1970, between the Board of Education of the Township of Cherry Hill, (hereinafter called the "BOARD"), and the Communications Workers of America, AFL-CIO, (hereinafter called the "UNION").

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ARTICLE I

PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE III

UNION SHOP AND DUES DEDUCTION

A. Union Shop:

As a condition of employment, all employees covered by this Agreement shall, ninety (90) days after the date of the establishment of this Agreement, or in the case of a new employee, immediately after the completion of the probationary period of ninety (90) days whichever is later, become members of the Union and remain members in good standing during the life of this Agreement. The Union shall notify the Board in writing of any member who fails or who refuses to abide by the provisions of the foregoing paragraph, and if such employee fails to comply with said provisions within ten (10) days from the time of such notification, he shall be subject to dismissal.

B. Union Dues Check-off:

The Board of Education agrees to deduct from the first paycheck of each calendar month of each employee who furnishes a written authorization for such deduction on a form acceptable to the Board, the amount of monthly Union dues. Dues shall be \$4.00 per month, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deductions of the Union dues made pursuant hereto shall be remitted by the Board to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

ARTICLE IV
GRIEVANCE PROCEDURE

A. An employee having a grievance shall present it to his immediate supervisor within ten (10) working days after the occurrence of the event from which grievance arises. The employee may have his shop steward present upon presentation of the grievance. An answer shall be submitted within three (3) working days.

B. If the employee or the Union is not satisfied, the grievance shall be put in writing, signed by the employee, and presented to the assistant superintendent for support services within three (3) working days. The assistant superintendent for support services shall, within five (5) working days of receipt of the written grievance, arrange a meeting with the employee and the Union officer. The assistant superintendent for support services, or his designated representative, shall give to the employee and the secretary of the Union a written answer to the grievance within four (4) working days after the date of such meeting.

C. If the employee or the Union is not satisfied with the written answer resulting from the preceding step, the Union shall within three (3) working days following the receipt of the written answer submit to the assistant superintendent for support services a written request to refer the grievance to arbitration before an arbitrator from within the American Arbitration Association who has been mutually agreed upon.

D. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

E. Any employee shall be entitled to the assistance of a union representative at all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

F. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The cost of any transcript shall be borne solely by the party requesting it.

G. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

H. The term "grievance" as used herein means a complaint by any employee covered by this Agreement that, as to him, there has been an improper application, interpretation, or violation of the terms and provisions of this Agreement affecting said employee.

I. Where a procedure for the final disposition of any such grievance is prescribed by law or by rules or regulations of the Commissioner of Education or the State Board of Education such method of review shall be the only remedy for such grievance.

ARTICLE V

SENIORITY

A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

B. All employees shall be considered as probationary employees for the first ninety (90) 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. The Board shall furnish to the Union copies of the monthly meeting agenda reflecting changes in the seniority list.

E. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement.
2. Discharge for cause.
3. Continuous lay-off for a period exceeding six (6) months.

4. Failure of laid-off employee 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 Union in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.
2. The Board shall first consider for lay-off the employees with the least seniority in the job titles and grade levels affected.
3. Employees considered for lay-off shall first be considered for filling any existing vacancy in another job title of the same grade level provided they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employee shall have the right to displace, in his same grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

G. Employees shall be recalled to work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the available work.

H. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) consecutive work days. Permanent employees may bid on such job openings. However, probationary employees are ineligible to bid on permanent job openings.

I. In filling permanent job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower rated job title who have the requisite qualifications and ability to perform the work. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.

J. When a job vacancy occurs, employees in that category who desire to transfer to another work shift or to another school and who have filed a written request for such transfer with the Board will be permitted to make such transfer. Such request shall be honored on the basis of the most senior employee being given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee applying therefor or refusing, shall be ineligible for further transfer for a period of one (1) year. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.

ARTICLE VI

LEAVE OF ABSENCE

A. Maternity Leave

1. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify her immediate supervisor. Arrangements shall then be made for a maternity leave of absence which will be for a minimum period of six (6) months and a maximum period of one (1) year, with termination of work normally to be no later than four (4) months prior to estimated date of arrival.

2. Any such employee who has been granted a maternity leave of absence, may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board of Education and the employee, and any other examination deemed necessary by the Board, so that it might satisfy itself that the employee is physically and mentally able to perform her duties in a proper manner.

B. Personal Illness

1. An employee shall be allowed twelve (12) days absence in any school year for personal illness, without deduction of pay with the accumulation at the rate of one (1) day per month.

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.

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 a violation of contract.

4. Continuous personal illness absence of three (3) days or more must be certified by a properly licensed physician.

C. Death in Immediate Family

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

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

D. Jury Duty and Court Appearance

1. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he 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, 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.

F. Personal Business

1. An employee shall be granted two (2) days leave in any school year to attend to personal business.

2. Requests for such absence must be filed in advance with the Superintendent, and on a form prescribed by the Board.

3. Unused days in any school year shall accumulate for purposes of sick leave from year to year, as long as the employment is continuous.

G. Union Conferences and Conventions

The Board agrees to allocate not more than ten working days with pay, in aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such 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 Union.

ARTICLE VII

WORK ASSIGNMENT

A. Except in cases of emergency or situations requiring immediate action, all work shall be assigned to employees by their immediate supervisor (viz. supervisor of operations, supervisor of maintenance, head custodian, shift foreman).

ARTICLE VIII

HOLIDAYS AND VACATIONS

Holidays

A. The Board's existing policy with regard to paid holidays shall continue in effect for the term of this Agreement.

Vacations

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

1 week - after the completion of one (1) year of service.

2 weeks - after the completion of two (2) years of service.

3 weeks - after the completion of three (3) 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.

D. Vacation time off shall be taken in units of full weeks.

E. Employees shall be permitted to take their vacation to which eligible, any time during the ensuing twelve (12) month period after it is earned. Scheduling of vacations shall be subject to the manpower requirements of the school system.

F. When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.

G. If an employee is unable to take his vacation as scheduled, due to illness or disability, and such illness or disability occurs prior to the employee's scheduled vacation, the employee's vacation will be re-scheduled.

H. Should an employee become ill or disabled during the course of his scheduled vacation, such portion of his vacation shall be deemed to be sick time, provided he has accumulated sick leave equal to or in excess of such time, and the remainder of his vacation shall be re-scheduled provided:

1. The employee notifies the Board immediately of his illness or disability, and
2. The illness or disability is verified by a competent Doctor's certificate.

ARTICLE IX

HOURS OF WORK

A. The regular work week for daytime shift employees shall be forty (40) hours. The regular work week for nighttime shift employees shall be thirty-seven and one-half (37-½) hours.

B. The normal hours of work shall be as follows:

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.
4:00 P.M. to 12:00 Midnight
12:00 Midnight to 8:00 A.M.

C. The work week for all employees shall be scheduled by their respective Supervisors.

D. Overtime rotation schedules will be set up for each school or department. An effort will be made by the Board to share overtime work opportunities equally among the employees on each rotation schedule on a seniority basis. The initial overtime rotation schedule shall be set up according to the seniority of the employees whose names appear in each schedule, and overtime will be offered to the employees in the order in which their names appear thereon.

If an employee refuses, or is unable to work overtime, he shall be charged with the overtime hours offered to him. If all senior employees are unavailable for overtime, the work shall be performed by the employees with the least seniority.

ARTICLE X

BLUE CROSS & BLUE SHIELD

A. Effective July 1, 1970, the Board will provide New Jersey Blue Cross and Blue Shield coverage or equal coverage for the employee and their dependents at no cost to the employee. Such benefits are set forth in the booklet entitled "HEALTH BENEFITS FOR NEW JERSEY PUBLIC AND SCHOOL EMPLOYEES". A copy of said booklet has been furnished by the Board to all employees.

ARTICLE XI

WAGES

A. Effective July 1, 1970, the wages for the various categories shall be set and paid in accordance with the schedule attached hereto and marked "Exhibit A".

B. When an employee is temporarily transferred to a job calling for a higher rate of pay for a period in excess of eight (8) hours, he shall be paid the higher rate of pay for all work done on such job. When an employee is temporarily transferred to a job calling for a lower rate of pay, he shall be paid the rate of his normal job.

ARTICLE XII

MANAGEMENT FUNCTIONS

Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

ARTICLE XIII

EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XIV

EMPLOYEE UNIFORMS

A. The Board shall furnish each employee upon the completion of one (1) year of service, three (3) uniforms per year, to be maintained and laundered by the employee.

B. Such uniforms will be issued to employees upon requisition. The employee shall sign for the uniforms and will be responsible for the return of the uniforms upon his leaving the Board's employment for any reason.

C. The wearing of the uniform shall be limited to the Board's premises during the course of an employee's tour of duty, or in travel to and from his home to the Board's premises.

ARTICLE XV

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 XVI

PART-TIME EMPLOYEES

A. Temporary part-time employees employed by the Board for work during the summer months 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 and grounds keeping. They shall not perform work normally performed by regular employees.

C. Temporary part-time employees shall not be assigned to work on Saturdays, Sundays or Holidays and shall not be utilized for the purpose of circumventing overtime treatment to regular employees.

ARTICLE XVII

OVERTIME AND PREMIUM PAY

A. All hours worked in excess of eight (8) hours or in excess of seven and one-half (7-½) hours, where applicable, in any one day, or in excess of forty (40) hours, or in excess of thirty-seven and one-half (37-½) hours, where applicable, in any week, shall be paid for at the rate of time and one-half (1-½) of the employee's basic hourly rate of pay.

B. All hours worked on a Saturday shall be paid for at the rate of time and one-half (1-½) of the employee's basic hourly rate.

C. All hours worked on a Sunday or observed holiday shall be paid for at the rate of double time (2x) of the employee's basic hourly rate.

D. Payment for all overtime worked shall be paid for not later than the close of the next following pay period.

ARTICLE XVIII

EFFICIENCY REPORTS

A. Each employee shall be given an efficiency report every six (6) months.

B. The employee and the Local Union shall be notified immediately, in writing, of any serious infraction which may affect the employee's future status.

ARTICLE XIX
TERM OF CONTRACT

This Agreement shall become effective July 1, 1970, and continue in effect until June 30, 1971, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes or termination shall notify the other party in writing of that fact prior to October 15, 1970, and after said date negotiations shall commence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

By Charles William

COMMUNICATION WORKERS OF AMERICA,
AFL-CIO

By E. J. May

Henry R. Jackson

John A. Bodden

Witness:

Helmut

Mr. E. J. Mays,
Assistant to Vice President,
Communications Workers of America,
85 Worth Street,
New York, N. Y. 10013

Dear Mr. Mays:

During the course of the negotiations of the current Cherry Hill Township Board of Education Collective Bargaining Agreement with your Union, several understandings were reached which were to be embodied in a "side letter". The purpose of this letter is to set forth those understandings.

1. The Union Shop provisions of the contract shall not apply to any person employed by the Board in a non-professional capacity who has tenure.

2. In the event the Board of Education, as the result of current negotiations with its teachers through the Cherry Hill Education Association, grants to that group of employees Blue Cross and Blue Shield coverage, the benefits of which are greater than those provided in Article X of our Agreement to become effective July 1, 1970, the same benefits will be extended to your group on the same effective date.

3. It is understood that the Board's current annual employment policy for non-professional employees will continue, and that employees will be required to sign a new contract each year. It is understood that the failure of the Board to renew an existing contract will be considered as a grievance and subject to the grievance procedure.

4. The Board agrees to allocate not more than ten (10) working days with pay, in aggregate, to delegates chosen by the Union to attend any bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the Board one (1) 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 Union.

5. Deductions which are made for time off without pay shall be made on the basis of the employee's standard hourly rate.

Mr. E. J. Mays
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6. During inclement weather, female employees who make a reasonable effort to report to work and who report to work shall not be docked for the time that they are late.

7. The Board and the local Union representatives will work out an orderly and timely procedure whereby employees will receive their pay checks.

8. The Board will, by no later than September 1, 1970, provide lockers for all custodial and maintenance employees, and by this same date the Board will adequately equip (lockers and chairs) all matrons' private restrooms currently existing.

9. All matrons shall work in their assigned work areas except in emergency situations for temporary periods.

10. The Board will discuss with local Union representatives the type of uniform they contemplate purchasing or renting prior to the purchase or lease of such uniforms.

Very truly yours,

William H. Thorpe

William H. Thorpe