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AGREEMENT

Between

BOARD OF EDUCATION

OF THE

TOWNSHIP OF CHERRY HILL

AND

COMMUNICATION WORKERS

OF AMERICA

AFL-CIO

~~3-0019~~ 4-3019

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of February, 1969, between the Board of Education of the Township of Cherry Hill (hereinafter called the "Board") and Communication Workers of America, AFL-CIO (hereinafter called the "Union"):

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 II

RECOGNITION

The Board recognizes the Union as the exclusive bargaining agency within the purview of the Chapter 303 of the Laws of 1968 with

respect to terms and conditions of employment for a unit of non-professional employees consisting of building custodians, matrons, janitors, stock clerks, groundsmen, waxers, shift foremen, cafeteria-janitors, driver-janitors, maintenance men, driver-maintenance men, and inter-school messengers; excluding head custodians at the high schools and junior high schools, engineers, cafeteria workers, printers, security men, transportation workers — including drivers and mechanics, supervisory and clerical employees.

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 pay check 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 administration within three (3) working days. The assistant superintendent for administration 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 administration, 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 of 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 administration 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 Com-

missioner 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 for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. 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.

C. 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.

D. 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 layoff for a period exceeding six (6) months.
4. Failure of laid-off employee to report for work either (i) on date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or (ii) 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 return to work as herein provided is excused by the Board. 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 workingdays 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 of any renewal thereof unless return to work is excused by the Board.

E. When the Board decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first.

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

G. As a matter of policy, the Board will endeavor to fill permanent job openings by promoting employees from the next lower rated job title in the bargaining unit where such employees have the requisite qualifications and ability to perform the work. Where there are two or more employees with equal requisite qualifications and ability to perform

the work, the employee with the greatest seniority in the bargaining unit will be promoted.

H. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. Probationary employees are ineligible to bid for permanent job openings.

I. Temporary part-time help 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.

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 ten (10) days absence in any school year for personal illness, without deduction of pay, with the accumulation at the rate of one day per month. The number of unused days in any year shall be accumulated from year to year, as long as the employment is continuous. However, in the case of a prolonged sick leave extending into a new school year, an employee shall not be credited with the ten (10) days for the new year until active duty actually begins.

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 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 forman).

ARTICLE VIII
HOLIDAYS AND VACATIONS

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

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.

ARTICLE IX
HOURS OF WORK

A. The regular work week for daytime shift employees shall be forty (40) hours.

B. The regular work week for nighttime shift employees shall be thirty-seven and one-half (37½) hours.

C. The work week for 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 AND BLUE SHIELD

A. The Board will provide New Jersey Blue Cross and Blue Shield coverage for the employee only at no cost to the employee. For those employees who elect to secure coverage for their dependents, the Board, effective July 1, 1969, will pay one-half ($\frac{1}{2}$) of the difference between the cost of individual coverage and such dependency coverage, and deduct the remaining one-half ($\frac{1}{2}$) of the cost from the employee's wages.

ARTICLE XI
WAGES

A. Effective July 1, 1969, the wages for the various job 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 regular 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
TERM OF CONTRACT

This Agreement shall become effective February 17, 1969, and continue in effect until June 30, 1970, 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, 1969, 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:

Herbert A. Derpitch
Secretary

COMMUNICATION WORKERS OF AMERICA,
AFL - CIO

BY:

Edward A. Schultz
John L. Marchione
Henry P. Jackson
Burnett E. Wright
Helen R. Smith

WITNESS:

“EXHIBIT A”

GRADE I	GRADE III
Matron	Elementary Head Custodian
	Wax Crew Leaderman
GRADE II	Grounds Crew Leaderman
Janitor	Utility Crew Leaderman
Groundsman	Stock Clerk—High School
Cafeteria-Janitor	Shift Foreman—Junior High School
Wax Crew	Bus Driver—Janitor
Messenger	GRADE IV
Assistant Stock Clerk	Shift Foreman—Senior High School
Utility Crew	Maintenance Man
Janitorial Stock Clerk	GRADE V
Maintenance Helper	Senior Maintenance Man
	Head Groundsman

SALARY SCHEDULE

	<u>1st. Year</u>	<u>2nd. Year</u>	<u>3rd. Year</u>	<u>4th. Year</u>	<u>5th. Year</u>
GRADE I	\$3575.	\$3825.	\$4075.	\$4325.	\$4575.
GRADE II	\$4625.	\$4875.	\$5125.	\$5375.	\$5625.
GRADE III	\$5025.	\$5275.	\$5525.	\$5775.	\$6025.
GRADE IV	\$5425.	\$5675.	\$5925.	\$6175.	\$6425.
GRADE V	\$5625.	\$5875.	\$6125.	\$6375.	\$6625.

NOTE: Employees hired after 7-1-68 will be placed in 1st Year Group.

Employees hired between 7-1-67 and 6-30-68 will be placed in 2nd. Yr. Group.

Employees hired between 7-1-66 and 6-30-67 will be placed in 3rd. Yr. Group.

Employees hired between 7-1-65 and 6-30-66 will be placed in 4th. Yr. Group.

Employees hired before 7-1-65 will be placed in 5th. Year Group.

No employee shall receive less than \$325.00 nor more than \$600.00 increase.

